STATUTORY BOND

Know all men by these presents that Rudy Construction Co. as PRINICPAL, and Travelers Casualty and Surety Company of America a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and bound Oklahoma firmly unto the State of in the sum of Eighty Nine Thousand Eight Hundred Twenty Five & 00/100 DOLLARS (\$<u>89,825.00</u> the), or payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2122-7 STREET MAINTENANCE BOND PROGRAM - ADA RAMP REPAIR, FYE 2022 LOCATIONS

has entered into a written CONTRACT (K-2122-83) with THE CITY OF NORMAN, dated this _____ day of ______, 20____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to he hereunto affixed by its duly authorized representative(s), on the ______day of ______, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ______ day of ______, 20____.

(Corporate Seal) (where applicable) $C = \frac{1}{2} \frac{1}$

The La Case of Frank Street and the

Carporate Secretary (where applicable)

| Principal Rudy Con Signed: | nstruction Co. |
|-------------------------------|-----------------------|
| - | prized Representative |
| Address: P.O. Box | 14575 |

Oklahoma City, OK 73113 _____

Telephone: (405) 478-9900

Statutory Bond No. B-2122-60 Page 1 of 3

| (Corporate Seal) (where applicable) with ND SURE Surety: Travelers Casualty and Surety Company of Americ |
|--|
| (Corporate Seal) (where applicable) ATTEST: ana Taylor, Witness Surety: Travelers Casualty and Surety Company of America HARTFORD, Surety: Travelers Casualty and Surety Company of America HARTFORD, Surety: Authorized Representative |
| ana Taylor, Witness Dillon Rosenhamer Authorized Representative |
| |
| Title: Attomey-in-Fact |
| Address: <u>5100 N. Classen Blvd. Suite 300</u> Oklahoma City, OK 73118 |
| Telephone: (405) 523-2100 |
| CORPORATE ACKNOWLEDGEMENT |
| STATE OF OKlahoma) |
| COUNTY OF <u>Quahoma</u>) ss: |
| The foregoing instrument was acknowledged before me this <u>3-d</u> day of <u>March</u> 20 <u>22</u> , by <u>Doug WALKER-Pres</u> (Name and Title), of <u>Rudy Construction</u> a(n) corporation, on behalf of the corporation $OTARP$ |
| a(n) corporation, on behan of the corporation. |
| WITNESS my hand and seal this 2rd day as 70 1 a Ech , 20 22 |
| My Commission Expires: 01 25 25 My Commission Expires: 01 25 25 01 2 |
| INDIVIDUAL ACKNOWLEDGEMENT |
| STATE OF) ss COUNTY OF) |
| COUNTY OF) |
| The foregoing instrument was acknowledged before me this day of, 20, by(Name and Title) of |
| a(n) corporation. |
| WITNESS my hand and seal this day of, 20 |
| Notary Public |
| My Commission Expires: Statutory Bond No. B-2122-60 |
| Page 2 of 3 |
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| PARTNERSHIP ACKNOWLEDGEMENT | | |
|--|------------------------------|--|
| STATE OF) | | |
| STATE OF)) ss: COUNTY OF) | | |
| The foregoing instrument was acknowledged before by (Name (partner/agent) on behalf of | e me this day of, 20, | |
| (partner/agent) on behalf of | , a partnership. | |
| WITNESS my hand and seal this day of | | |
| My Commission Expires: | Notary Public | |
| CITY OF NORMAN Approved as to form and legality this day of | March 20 22 | |
| Approved by the Council of the City of Norman this | City Attorney | |
| ATTEST: | | |
| City Clerk | Mayor | |
| | | |
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| | Statutory Bond No. B-2122-60 | |
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