

STATUTORY BOND

Know all men by these presents that Cimarron Construction Co. as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Four Hundred Seventy-eight Thousand Two Hundred Ninety Dollars & 75/100 --- DOLLARS (\$ 478,290.75), or the 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 2324-4 BRIDGE MAINTENANCE PROJECT, FYE 2024

has entered into a written CONTRACT (K-2324-4) with THE CITY OF NORMAN, dated this 25th day of July, 2023, 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. §2, 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 be hereunto affixed by its duly authorized representative on the 25th day of July, 2023, 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 23rd day of July, 2023.

(Corporate Seal) (where applicable)

ATTEST

Chris M. Hunt
Corporate Secretary (where applicable)



Principal

Signed:

Cimarron Construction Co.

Authorized Representative

Title:

President

Address:

3501 NE 63rd St.

Oklahoma City, OK 73121

Telephone:

405-728-1555

Statutory Bond No. B-2324-6

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(Corporate Seal) (where applicable)

Becky Killman
ATTEST: Becky Killman

Surety: Fidelity and Deposit Company of Maryland

Signed: Deborah L. Raper
Authorized Representative

Printed: Deborah L. Raper
Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Ave., Oklahoma City, OK 73114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

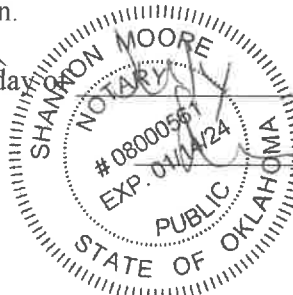
STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 5th day of July, 2023, by Don E. Noble - President (Name and Title), of American Construction Company a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 5th day of July, 2023

My Commission Expires:

01-14-24



M
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge 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-2324-6

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PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____

July, 20 *23*
Elizabeth Choke

City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor