

**STATUTORY BOND**

Known all men by these presents that RDNJ, LLC dba A-Tech Paving as PRINCIPAL, and International Fidelity Insurance Company, a corporation organized under the laws of the State of New Jersey, 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 Eight Hundred Forty-Eight Thousand, Seven Hundred Fifty-Six and 50/100 DOLLARS (\$848,756.50), 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 1415-02 2014 STREETS BOND PROJECT – MOSIER ST. AND NEBRASKA ST.**

has entered into a written CONTRACT (K-1415-8) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015.

(Corporate Seal) (where applicable)

ATTEST

Hannah Hugen  
Corporate Secretary (where applicable)

Principal

Signed: J D Mc

Authorized Representative

Title: President

Address: 7845 N. Robinson Ave., Suite H-2

Oklahoma City, OK 73116

Telephone: 405-418-4741

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(Corporate Seal) (where applicable)

Surety: International Fidelity Insurance Company

ATTEST 

Signed: Amy Lambert

Authorized Representative

Printed: Amy Lambert

Authorized Representative

Title: Attorney-In-Fact

Address: PO BOX 1050

Jenks, OK 74037

Telephone: 918-299-2345

### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 27 day of February, 2015, by Jay Boyle, President (Name and Title), of PDNJ LLC dba A-Tech paving a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 27 day of February, 2015.

Hannah Hultgren  
Notary Public

My Commission Expires:

06/23/18



### 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:

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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\_\_\_\_.

\_\_\_\_\_  
City Attorney  
Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor