

STATUTORY BOND

Known all men by these presents that Construction Unlimited, LLC as PRINCIPAL, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of Iowa, 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 THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000.00), 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 1819-6 WEST MAIN ST BRIDGE OVER 10 MILE FLAT CREEK

has entered into a written CONTRACT (K-1819-43) 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. Section 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(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)

ATTEST

Corporate Secretary (where applicable)

Construction Unlimited, LLC

Principal

Signed: [Signature]

Authorized Representative

Title: President

Address: 2601 SW 119th Suite D

OKC, OK, 73170

Telephone: 405-735-3207

PARTNERSHIP ACKNOWLEDGEMENT

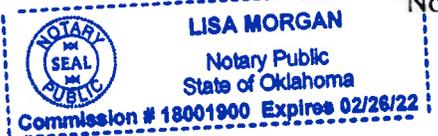
STATE OF Oklahoma)
) ss:
COUNTY OF Cleveland)

The foregoing instrument was acknowledge before me this 18th day of September, 2018, by Jimmy D Walker, President (Name and Title) Randy Elliott (partner/agent) on behalf of Construction Unlimited, LLC, a partnership.

WITNESS my hand and seal this 18th day of September, 2018.

Lisa Morgan
Notary Public

My Commission Expires:
02/26/22



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