

STATUTORY BOND

Known all men by these presents that EMC Services, LLC as PRINCIPAL, and Insurers Indemnity Company, a corporation organized under the laws of the State of Texas, 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 One Hundred Fifty-Six Thousand Three Hundred Eighty-Four and 00/100 DOLLARS (\$156,384.00), 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 1819-9 – Bart Conner Drive Channel Repair

has entered into a written CONTRACT (K-1819-11) 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

Wendy H. H.
Corporate Secretary (where applicable)
Witness

Principal EMC Services, LLC

Signed: [Signature]
Authorized Representative

Title: Saul Elizondo, Pres.

Address: 1400 SW 56th, Oklahoma City, OK 73119

Telephone: 405-605-8131

Statutory Bond No. B-1819-18

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(Corporate Seal) (where applicable)

ATTEST:

Wendy Hille

Surety: Insurors Indemnity Company

Signed: *Lisa K. Sherman*
Authorized Representative

Printed: Lisa K. Sherman
Authorized Representative

Title: Attorney-in-Fact

Address: 225 S. Fifth Street, Waco TX 76702

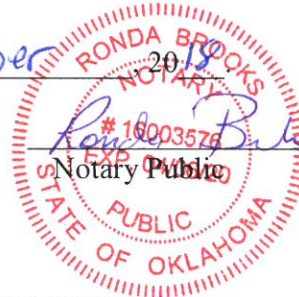
Telephone: 800-933-7444

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Cleveland)

The foregoing instrument was acknowledge before me this 13th day of September, 2018, by Saul Elizondo, President (Name and Title), of EMC Services LLC, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 13th day of September



My Commission Expires:
04/06/20

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 20 day of September, 2018.



City Attorney

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

ATTEST:

City Clerk

Mayor