

STATUTORY BOND

Bond No: 09191158

Know all men by these presents that Cimarron Construction Company, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto CITY OF NORMAN, a Public Trust of the State of Oklahoma, herein called CITY, in the sum of One Million One Hundred Eighty Six Thousand Five Hundred Sixty and 00/100-----Dollars (\$1,186,560.00), for 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:

**LINDSEY STREET
COMMON UTILITY TRENCH PROJECT
NORMAN, OKLAHOMA**

has entered into a written CONTRACT (K-1415-118) with the CITY, dated _____ 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. 1981 §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.

Contract K-1415-118

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 8 day of April, 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 8 day of April, 2015.



Cimarron Construction Company
PRINCIPAL

Signed:

Authorized Representative

Don E Noble, President
Name and Title

Address: 7409 NW 85th Street

Oklahoma City, OK 73132

Telephone: (405) 728-1555

(Corporate Seal)

ATTEST

Debbie Raper
Corporate Secretary **Debbie Raper**

Fidelity and Deposit Company of Maryland
SURETY

Signed:

Authorized Representative

Travis E. Brown, Attorney-in-Fact
Name and Title

Address: 1608 NW Expressway, Suite 100
Oklahoma City, OK 73118

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 8 day of April,
20 15, by Don E Noble, President of Cimarron Construction,
Name and Title
a an agent of corporation, on behalf of the corporation.

WITNESS my hand and seal this 8 day of April 2015.

[Signature]
Notary Public
NOTARY
01000820
EXP. 01/28/17
STATE OF OKLAHOMA

My Commission Expires: January 28, 2017

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,

20 _____, by _____ an individual.
Name and Title

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

Notary Public

My Commission Expires: _____

B-1415-80

PARTNERSHIP ACKNOWLEDGEMENT

March 2015