

Bond # B-1415-78

## STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

Merritt Sealing Company dba Merritt Tennis  
That we, Court & Track Systems as Principal, and Westfield Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of One Hundred Four Thousand Three Hundred Eighty DOLLARS (\$ 104,380), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The conditions of this obligation are such, that whereas, the above Bonded Principal  
Merritt Sealing Company dba Merritt Tennis Court & Track Systems is the lowest and best bidder for the making of the following City work and improvement, viz.:

### WESTWOOD TENNIS CENTER YOUTH COURTS

and has entered into a certain written contract with THE CITY OF NORMAN, dated \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

Merritt Sealing Company dba Merritt  
NOW, THEREFORE, if the said Tennis Court & Track Systems Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

**Bond # B-1415-78**

**ATTEST:**

Suzanne M. Merritt  
Corporate Secretary

Merritt Sealing Company dba Merritt Tennis Court & Track Systems

Company Name

BY

Principal

**ATTEST:**

Debbie Sack  
Corporate Secretary (Surety)

Westfield Insurance Company

**Surety Name**

BY

### Surety Attorney-In-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 3 day of March, 2015 personally appeared Paul Merrill to me known to be the identical person who executed the foregoing, and acknowledged to me that his executed the same as he free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 7/30/18  
Commission Number: 14006905

**Notary Public**

Approved as to form and legality this 6th day of May, 2015.

**City Attorney**

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

**ATTEST:**

**Mayor**

**City Clerk**