

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

Bond #1001087622

#B-1718-72

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Metro Building Services, LLC, as Principal, and American Contractors Indemnity Company, a corporation organized under the laws of the State of California, 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 Forty Seven Thousand One Hundred Forty Seven Dollars and Thirty Cents DOLLARS (\$147,147.30), 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 Metro Building Services, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

NORTHEAST LIONS RESTROOM AND PAVILION; Contract #K-1718-106-Norman, OK

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.

NOW, THEREFORE, if the said Metro Building Services, LLC 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.

#B-1718-71

ATTEST:

\_\_\_\_\_  
Corporate Secretary

Metro Building Services, LLC

\_\_\_\_\_  
Company Name

BY Michael Swanson  
Principal Michael Swanson, Managing Member

ATTEST:

William J. Nemecek  
Corporate Secretary (Surety)  
William J. Nemecek, Attorney-in-Fact

American Contractors Indemnity Company

\_\_\_\_\_  
Surety Name

BY Jeremy Crawford  
Surety  
Jeremy Crawford, Attorney-in-Fact

STATE OF Minnesota, COUNTY OF Hennepin, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of March, 2018 personally appeared Jeremy Crawford, Attorney-in-Fact to me know to be the identical person who executes the foregoing, and acknowledge to me that Jeremy Crawford executed the same as Attorney-in-Fact 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.

Tanya Mieko Fukushima  
Notary Public

My Commission Expires: 1/31/2019  
Commission Number: N/A



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\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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