

STATUTORY BOND

Known 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 Illinois, 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 Four Hundred Sixty-Nine Thousand, Nine Hundred Sixty-Four and 00/100 DOLLARS(\$ 469,964.00), 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-2021-45 – Creston Way Drainage Improvements

has entered into a written CONTRACT (K-2021-89) with THE CITY OF NORMAN, dated this ___ day of _____, 2021, 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. S2, 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, on the ___ day of _____, 2021, 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 _____, 2021. (Corporate Seal) (where applicable)

ATTEST

Chris M. Mapp
Corporate Secretary (where applicable)



Cimarron Construction Company
Principal
Signed: Don E. Miller
Authorized Representative
Title: President

Address: 3501 NE 63rd St.
OKC, OK 73121

Telephone: 405-728-1555



(Corporate Seal) (where applicable)

Surety: Fidelity and Deposit Company of Maryland

ATTEST:

Becky Killman

Becky Killman, Witness

Signed: Deborah L. Raper

Authorized Representative

Printed: Deborah L. Raper

Authorized Representative

Title: Attorney-in-Fact

Address: 9041 Cedar Lake Ave

OKC, OK 73114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

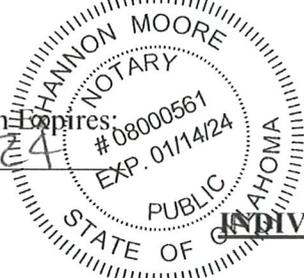
The foregoing instrument was acknowledge before me this 29 day of April, 2021, by DONE Noble - President (Name and Title), of Imaron Construction Company a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 29 day of April, 2021.

[Signature]
Notary Public

My Commission Expires:

01-14-24



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 2021, by _____ (Name and Title) of _____, a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 2021.

Notary Public

My Commission Expires:
