

STATUTORY BOND

Known all men by these presents that MTZ Construction, Inc. as PRINCIPAL, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, 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 Eighty-Two Thousand, Four Hundred Sixty-Four and 00/100 DOLLARS (\$82,464.00), 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 1819-7 – Burlington Drive Drainage Improvements

has entered into a written CONTRACT (K-1819-9) 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. 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(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

Denise Mung
Corporate Secretary (where applicable)

MTZ Construction, Inc.

Principal

Signed: Corrado Vinton

Authorized Representative

Title: VICE PRESIDENT

Address: 3545 SW 37th

Oklahoma City, OK 73119

Telephone: 405-686-0716

Statutory Bond No. B-1819-14

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(Corporate Seal) (where applicable)

Surety: Granite Re, Inc.

ATTEST:

Lisa Osborn

Signed: _____

Authorized Representative

Printed: Wendy Hollen
Authorized Representative Wendy Hollen

Title: Attorney-in-Fact

Address: 14001 Quailbrook Dr.

Oklahoma City, OK 73134

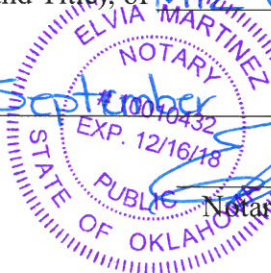
Telephone: 405-752-2600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 17th day of September, 2018, by Conrado Martinez / Vice President (Name and Title) of MTC Construction Inc., a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 17th day of September, 2018.



My Commission Expires:

12/16/2018

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:

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.

Betty Muckala
City Attorney

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

ATTEST:

City Clerk

Mayor