## **CITY OF NORMAN**

## STATUTORY BOND

Known all men by these presents that <u>SAC Services, Inc.</u> as PRINICPAL, and <u>Mid-Continent Casualty Company</u>, a corporation organized under the laws of the State of <u>Ohio</u>, 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 \*\*\*One Million Fifty Nine Thousand Four Hundred Forty & 00/100\*\*\* DOLLARS (\$1,059,440.00), 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:

## 1819-51 Street CIP Urban Concrete Pavement Repair

has entered into a written CONTRACT (<u>K-1819-112</u>) with THE CITY OF NORMAN, dated this <u>23<sup>rd</sup></u> day of <u>April</u>, 20 19 , 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 6I 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 23<sup>rd</sup> day of April \_\_\_\_, 20\_19 \_\_, 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 23<sup>rd</sup> day of April \_\_\_, 20\_19 \_\_\_.

(Corporate Seal) (where applicable)

Principal SAC Services, Inc.

Signed: Authorized Representative

Title: President

Address: 3600 S. Ross Ave.

Oklahoma City, OK 73119

Telephone: 405-682-4948

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(Corporate Seal) (where applicable)	Surety: Mid-Continent Casualty Company
ATTEST: Authorized Representative	Signed: Wenoy/tlle
Red Be	Printed: Wendy Hollen Authorized Representative
	Title: Attorney-in-Fact
	Address: PO Box 1409
	Tulsa, OK 74101-1409
	Telephone: <u>800-722-4994</u>
STATE OF OK lahoma)	KNOWLEDGEMENT
COUNTY OF OK I A HOMG	
The foregoing instrument was acknowledge before me this 16th day of April , 2019, by  Arturo Martinez - President (Name and Title), of Sac Services Inc., a(n) corporation, on behalf of the corporation.	
WITNESS my hand and seal this day of MARTING MARTING MARTING MY Commission Expires:	Path Mat Notary Public
My Commission Expires:  Whe 30, 2021  EXP. 06/30/21  AUBLIC OF OKLUMENT OKLUMENT OF OKLUMENT OKLUME	Notary Public  NowLEDGEMENT
STATE OF)	
COUNTY OF) ss	
The foregoing instrument was acknowledge before me this(Name and Title) or	day of, 20, by
an individual.	
WITNESS my hand and seal thisday of	, 20
My Commission Expires:	Notary Public

## PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)	
) ss:	
The foregoing instrument was acknowledge before(Name and Title), a partnership.	me thisday of, 20, by (partner/agent) on behalf of
WITNESS my hand and seal thisday of	, 20
My Commission Expires:	Notary Public
CITY OF NORMAN	
Approved as to form and legality thisday of	, 20
	City Attorney
Approved by the Council of the City of Norman this	day of, 20
ATTEST:	
City Clerk	Mayor