BOND #106717372

DW-416S 3/07 FILE #1 CLIP #4

STATUTORY BOND

NORMAN WATER TREATMENT PLANT PHASE II IMPROVEMENTS DWSRF PROJECT NO. P40-1020801-02

| KNOW ALL MEN BE THESE PRESENTS, that we, _ | FOLEY COMPANY |
|---|---|
| hereinafter called the Principal, and the TRAVELER | RS CASUALTY AND SURETY COMPANY OF AMERICA |
| ONE TOWER SQUARE - HARTFORD, CT | 06183, a corporation duly organized under the laws of the |
| State of CONNECTICUT , hereinafter | r called the Surety, as Surety, are held and firmly bound unto |
| NORMAN UTILITIES AUTHORITY | and and oursely, as oursely, are field and firmly bound unto |
| | |
| hereinafter called the Obligee in the sum of Twent | W-Nipo Million Nipo V |
| Thousand One Hundred Sixty Fire | y-Nine Million, Nine Hundred Ninety |
| for the normant of this large way. | Dollars (\$ 29, 990, 165.00), |
| for the payment of which sum well and truly to be made | de, the said Principal and the said Surety, bind ourselves, |
| our neirs, executors, administrators, successors, and | assigns, jointly and severally, firmly by these presents. |
| | * |
| WHEREAS, said Principal entered into a written Co | ontract with said Obligee dated, |
| , for Norman WTP Phase II | Improvements |
| | |
| all in compliance with the plans and specifications the | erefore, made a part of said Contract and on file in the office |
| ofFoley Company - 7501 East Fr | ont Street, Kansas City, MO 64120 |
| | site serece, Ransas City, MO 64120 |
| NOW THEREFORE if said Principal shall fail or no | Select to any SU to Live I |
| subcontractors of said Principal Shall fall or ne | eglect to pay all indebtedness incurred by said Principal or |
| subcontractors of said Principal who perform work in | the performance of such contract, for labor and materials |
| and repairs to and parts for equipment used and coi | nsumed in the performance of said contract after the same |
| becomes due and payable the person, firm, or corpor | ation entitled thereto may sue and recover on this bond, the |
| amount so due and unpaid. | |
| | |
| It is further expressly agreed and understood by the | ne parties hereto that no changes or alternations 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 Bo | and |
| , and a subject of the Bo | ond. |
| IN WITNESS WHEREOF this instrument is accounted | |
| original, this day of | in5 counterparts, each of which shall be deemed an |
| original, this day of,, | FOLEY COMPANY |
| | V Pic-Pall |
| 111/1/1/ | PRINCIPAL |
| WITHESE AS TO POLICE | |
| WITNESS AS TO PRINCIPAL | BY: Chris Callegari, President |
| / | TRAVELERS CASUALTY AND SURETY |
| $\sim 9/.$ $1 / 1$ | COMPANY OF AMERICA |
| X/hull/hu | SURETY |
| WITNESS AS TO SURETY | BY: |
| (| ATTORNEY-IN-FACT |
| | PAULETTE M. AERNI |

| NORMAN UTILITIES AUTHORITY | |
|---|---|
| Approved as to form and legality this day of, 20 | |
| City Attorney | |
| Approved by the City Norman /Norman Utilities Authority this day or | f |
| , 20 | |
| ATTEST: | |
| | |
| Secretary Chairman | |