

Bid No. B-1617-37
Contract K-1617-121
Performance Bond B-1617-87
Statutory Bond B-1617-88
Maintenance Bond MB-1617-75

Maintenance Bond MB-1617-75

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

MAINTENANCE 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 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA of,
ONE TOWER SQUARE - HARTFORD, CT 06183, a corporation duly organized under the laws of the State of
CONNECTICUT, hereinafter called the Surety, as Surety, are held and firmly bound unto
NORMAN UTILITIES AUTHORITY

_____ hereinafter called
the Obligee, in the sum of TWENTY-NINE MILLION, NINE HUNDRED NINETY THOUSAND, ONE
HUNDRED SIXTY-FIVE----- Dollars
(\$ 29,990,165.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____,
_____ for NORMAN WTP PHASE II IMPROVEMENTS

_____, all in
compliance with the plans and specifications, therefore, made a part of said Contract and on file in the office of
FOLEY COMPANY - 7501 EAST FRONT STREET, KANSAS CITY, MO 64120.

NOW THEREFORE, if said Principal shall pay or cause to be paid to Obligee all damage, loss, and expense which may
result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two
(2) years after acceptance of said project by Obligee; and if Principal shall pay or cause to be paid all labor and materials,
including the prime contractor and all subcontractors; and if Principal shall save and hold Obligee harmless from all
damages, loss, and expense occasioned by, or resulting from, any failure whatsoever of said Principal, then this obligation
shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the 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 Bond.

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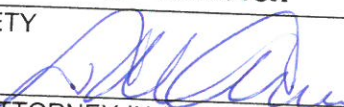
Statutory Bond B-1617-75

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IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each of which shall be deemed an original,
this _____ day of _____, _____.


WITNESS AS TO PRINCIPAL


WITNESS AS TO SURETY

(FOLEY COMPANY
(PRINCIPAL
(BY: 
(CHRIS CALLEGARI, PRESIDENT
(TRAVELERS CASUALTY AND SURETY
(COMPANY OF AMERICA
(SURETY
(BY: 
(ATTORNEY-IN-FACT
(PAULETTE M. AERNI

Maintenance Bond MB-1617-75

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 of _____, 20__.

ATTEST:

Secretary

Chairman