

STATUTORY BOND

Known all men by these presents, that Downey Construction, LLC as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a Corporation organized under the laws of the State of Maryland and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Five hundred forty eight thousand two hundred fifty one and ninety hundredths DOLLARS, (\$ 548,251.90), for 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 1516-44 SUTTON WILDERNESS LAKE DAM & SPILLWAY REPAIR PROJECT

has entered into a written CONTRACT (K-1516-76) 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. 52, 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), and 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(s) on the day of _____, 20____.

(Corporate Seal) (where applicable)

Downey Contracting, L.L.C.

ATTEST:



Principal Signed: _____

Authorized Representative
Brandon Downey

Title: Manager

Address: 3217 NE 63rd Street
Oklahoma City OK 73121

Telephone: 405/478 5277

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:

Patsy A Payne

Surety: Fidelity and Deposit Company of Maryland

Signed: _____

Authorized Representative

Printed: Carey L. Payne

Title: Attorney-in-Fact

Address: _____
P.O Box 22127, OKC, OK 73123

Telephone: 405-843-9481

Statutory Bond: B-1516-37

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CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledge before me this 22 day of February, 2016, by
Brandon Downey, Manager (Name and Title), of Downey Contracting corporation, on behalf
of the corporation. L.L.C.

WITNESS my hand and seal this 22 day of February, 20 16

My Commission Expires:

4/7/18 #02003420



[Signature]
Notary Public

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, on behalf
of the 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), of _____, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

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

ATTEST:

City Clerk

Mayor