

STATUTORY BOND

#87C001568

Know all men by these presents that Mckee Utility Contractors, Inc., as PRINCIPAL, and The Ohio Casualty Insurance Company, a corporation organized under the laws of the State of New Hampshire, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto CITY OF NORMAN, a Public Trust of the State of Oklahoma, herein called CITY, in the sum of Nine Hundred Forty Three Thousand, One Hundred Eighty Dollars \$943,180.00 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:

**LINDSEY STREET WATERLINE IMPROVEMENTS
SECTION A: 8-INCH AND 12-INCH WATERLINE RELOCATIONS
NORMAN, OKLAHOMA**

has entered into a written CONTRACT (K-1415-101) with the CITY, dated _____ 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. 1981 §2, for the amount so due and unpaid.

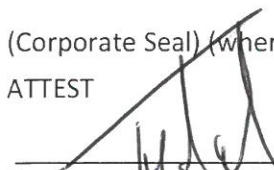
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

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 5th day of MARCH, 2015, 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 5th day of MARCH, 2015.

(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)
Tyler McKee



(Corporate Seal)

ATTEST

See Attached Power of Attorney

Corporate Secretary

McKee Utility Contractors, Inc.

PRINCIPAL

Signed: 

Authorized Representative

Shane McKee - President

Name and Title

Address: 2319 W. Main

Prague, OK 74864

Telephone: 405-567-3444

The Ohio Casualty Insurance Company

SURETY

Signed: 

Authorized Representative

Wendy Hollen - Attorney-in-Fact

Name and Title

Address: PO Box 890300

Oklahoma City, OK 73189

Telephone: 405-691-0016

Contract No. K-1415-101
Bond No. B-1415-65

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ partner (or agent) on behalf of
 Name and Title
_____, 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 5 day of March, 20 15.



CITY Attorney

Approved by the Council of the CITY OF NORMAN this _____ day of _____,
_____, 20 ____.

CITY OF NORMAN

ATTEST

By: _____
Title: Mayor

Clerk