

STATUTORY BOND

Know all men by these presents that Downey Contracting, L.L.C., 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 NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of two hundred fifty-nine thousand six hundred twenty and 00/100 Dollars (\$ 259,620), 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:

**HIGHWAY 9 WATERLINE PROJECT PHASE 2
NORMAN, OKLAHOMA**

has entered into a written CONTRACT (K-1314-52) with the AUTHORITY, 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.

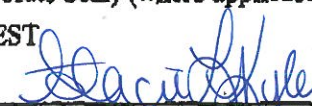
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

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 _____ 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 on the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)
Witness



Downey Contracting, L.L.C.

PRINCIPAL

Signed: 

Authorized Representative

Brandon Downey, Manager

Name and Title


Address: 3217 Northeast 63rd Street

Oklahoma City, Oklahoma 73121

Telephone: 405/478 5277

(Corporate Seal)

ATTEST



Corporate Secretary

Fidelity and Deposit Company of Maryland

SURETY

Signed: 

Authorized Representative

Donna Stevens, Attorney-in-fact

Name and Title

Address: P.O. Box 22127

Oklahoma City, OK 73123

Telephone: 405-843-9481

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 17 day of September,
20 13, by Brandon Downey, Manager of Downey Contracting, L.L.C.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 17 day of September 2013.



Notary Public

My Commission Expires: 4/7/14 #02003420

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ an individual.
Name and Title

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

Notary Public

My Commission Expires: _____

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

Notary Public

Secretary