

STATUTORY BOND

Know all men by these presents that Matthews Trenching Company, Inc., as PRINCIPAL, and Westfield Insurance Company, a corporation organized under the laws of the State of Ohio, 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 One million, two hundred fifty-six thousand, two hundred twenty-four and 50/100 Dollars 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:

HIGH PRESSURE PLANE WATERLINE IMPROVEMENTS
NORMAN, OKLAHOMA

has entered into a written CONTRACT 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 4th day of March, 20 13, 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 4th day of March, 20 13.

(Corporate Seal) (where applicable)

ATTEST

Shaeen King
Corporate Secretary (where applicable)

Matthews Trenching Company, Inc.

PRINCIPAL

Signed:

Gary L. Matthews
Authorized Representative

Gary Matthews, President

Name and Title

Address:

P. O. Box 15479

Oklahoma City, OK 73155

Telephone:

405-677-4525

(Corporate Seal)

ATTEST

Debbie Slack
Corporate Secretary

Westfield Insurance Company

SURETY

Signed:

Vicki Wilson
Authorized Representative

Vicki Wilson, Attorney-in-fact

Name and Title

Address:

P. O. Box 5010

Edmond, Oklahoma 73083-5010

Telephone:

405-341-8330

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)§

The foregoing instrument was acknowledged before me this 4th day of March

20 13, by Gary L. Matthews President of Matthews Trenching Co., Inc.
Name and Title
a Oklahoma corporation, on behalf of the corporation.

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

Notary Public

My Commission Expires: August 6, 2016



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: _____

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: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 5 day of March, 2013.



AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____

Title: Chairman

Secretary