

**P E R F O R M A N C E   B O N D**

#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 PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the 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.

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 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

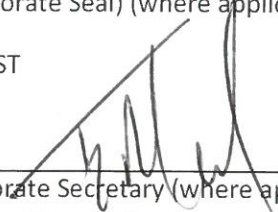
Norman, Oklahoma  
Section A: 8-inch and 12-inch Waterline Relocations

Contract No. K-1415-101  
Bond No. B-1415-64

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(s) on the 5th day of MARCH, 2015.

(Corporate Seal) (where applicable)

ATTEST

  
\_\_\_\_\_  
Corporate Secretary (where applicable)  
Tyler McKee



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


(Corporate Seal)

ATTEST

See Attached Power of Attorney  
\_\_\_\_\_  
Corporate Secretary

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

CORPORATE ACKNOWLEDGEMENT

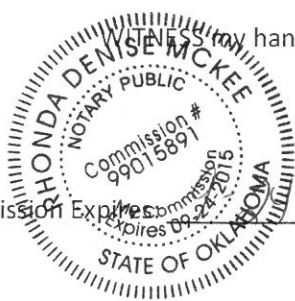
STATE OF OKLAHOMA                    )  
  )§  
COUNTY OF Lincoln                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_, by Shane Mckee - President of McKee Utility Contractors, Inc.,

Name and Title

a Oklahoma corporation, on behalf of the corporation.



WITNESS my hand and seal this 5<sup>th</sup> day of March 19 2015

Rhonda Denise McKee  
Notary Public

My Commission Expires: 09-24-2015

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 \_\_\_\_\_ 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Contract No. K-1415-101  
Bond No. B-1415-64

STATE OF OKLAHOMA )  
COUNTY OF \_\_\_\_\_ )§

\_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

My Commission Expires: \_\_\_\_\_

APPROVED as to form and legality this 5 day of March, 2015.



CITY Attorney

CITY OF NORMAN

By: \_\_\_\_\_

Title: Mayor

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Clerk