

Bond #9321383

STATUTORY BOND

Know all men by these presents that Matthews Trenching Co., Inc., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, 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 Five Hundred Seventy Nine Thousand, Nine Hundred Seventy Five Dollars and No Cents (\$579,975.00), 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:

PROJECT WW0278
SUMMIT VALLEY INTERCEPTOR
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1920-4) with the AUTHORITY, dated _____ to perform and complete said 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.


Norman Utilities Authority
Project WW0278
Summit Valley Interceptor

Contract K-1920-4
Bid No. 1920-1
B-1920-6

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


Nancy King
Corporate Secretary (where applicable)

Matthews Trenching Co., Inc.

PRINCIPAL

Signed:

[Signature]
Authorized Representative

Gary L. Matthews, President

Name and Title

Address:

P. O. Box 15479
Oklahoma City, OK 73155

Telephone:

405-677-4525

(Corporate Seal)

~~ATTEST~~ WITNESS:


Debbie Slack
Corporate Secretary

Fidelity and Deposit Company of Maryland

SURETY

Signed:

Vicki Wilson
Authorized Representative

Vicki Wilson, Attorney-in-fact

Name and Title

Address:

9401 Cedar Lake Avenue
Oklahoma City, OK 73114

Telephone:

405-463-7512

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)§

The foregoing instrument was acknowledged before me this ____ day of _____,

20 ____, 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 ____.

Tracey King
Notary Public

My Commission Expires: August 6, 2020



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 ____ day of _____, 20 ____.

AUTHORITY Attorney

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

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____
Title: Chairman

Secretary
