



Industrial Hydro Services

~TankCleaning~HydroExcavating~HydroBlasting~

PO Box 1564, Purcell, OK 73080 / 20493 140th St, Maysville, OK 73057
Phone 405-867-1293 / Fax 405-867-4990 / IndustrialHydroServices@yahoo.com
www.IndustrialHydroServices.co

Steve Hardeman
Water Reclamation Utilities Manager
City of Norman
P.O. Box 370
Norman Oklahoma 73072

Date 7-14-19

SCOPE OF WORK:

Clean Digester and Dispose of sludge.

PROVISIONS:

We will be mobilizing per client Date requested.
Access will be provided by client.

Water Reclamation Utilities will provide

- Water at Fire Hydrant
- Agree for IHS to block roads or others to perform work
- Work permit if needed
- Blinding the tank
- Trash container for our used PPE

IHS will provide

- 1 Supervisor
- 3 drivers
- 3 Technicians
- Open 2 top Manways
- Hydraulic Submersible 4" Pump
- Sparging Nozzle & Attachments
- Porte O Pouty
- Fire Water Meter
- Scaffolding
- Truck Transport 150 Bbls

Bond # 1017863

PERFORMANCE BOND

Know all men by these presents, that Industrial Hydro Services, LLC as PRINCIPAL, and Oklahoma Surety 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 the Norman Utilities Authority (NUA), a Public Trust of the State of Oklahoma, herein called NUA, in the sum of One Hundred, Fifty-Five Thousand, Nine Hundred, & Thirty-Nine & No/100 DOLLARS, (\$ 155,939.00), 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:

REMOVAL AND DISPOSAL OF DIGESTER BIO-SOLIDS

has entered into a written CONTRACT (K-1920-6) 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 said 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 NUA from all loss, damage, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by 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 PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the NUA 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 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), and the 16th day of December, 2019 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 16th day of December, 2019.

(Corporate Seal) (where applicable)

Industrial Hydro Services LLC
Principal

ATTEST:

Signed: Helen Maltus
Authorized Representative

Corporate Secretary (where applicable)

Title

Address: PO Box 1564, Purcell, OK 73080
Telephone: (405) 867-1293

(Corporate Seal) (where applicable)

Oklahoma Surety Company
Surety

ATTEST:

Signed: Daniel Somers
Authorized Representative

Corporate Secretary (where applicable)

Atty-In-Fact
Title

Address: PO Box 788, Lindsay, OK 73084
Telephone: (405) 756-3216

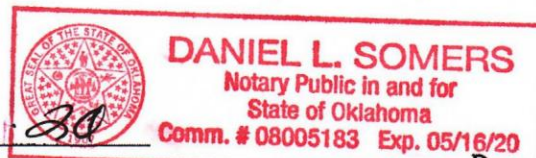
CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF Garvin _____)

The foregoing instrument was acknowledged before me this 16th day of December, 2019, by Helen Maltus, Member (Name & Title) of Industrial Hydro Services, LLC, a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 16th day of December, 2019.
Daniel Somers
Notary Public

My Commission Expires: 5-16-20



INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __,
by _____ (Name & Title) of _____,
a _____.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

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

City Attorney

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

ATTEST:

Secretary

Chairman

Bond # 1017863

STATUTORY BOND

Know all men by these presents that Industrial Hydro Services, LLC, as PRINCIPAL, and Oklahoma Surety 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 the Norman Utilities Authority (NUA), a Public Trust of the State of Oklahoma, herein called NUA, in the sum of One-Hundred, Fifty Five Thousand, Nine-Hundred, Thirty Nine DOLLARS (\$ 155,939.00), 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:

REMOVAL AND DISPOSAL OF DIGESTER BIO-SOLIDS

has entered into a written CONTRACT (K-1924-6) with the Norman Utilities Authority (NUA) 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 an 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 and 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 S2, 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)

Industrial Hydro Services LLC
Principal
Signed: *Helen N. Walters*

ATTEST:

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Garvin)

The foregoing instrument was acknowledged before me this 16th day of December, 2019, by Helen Walters, Member (Name and Title) of Industrial Hydro Services, LLC Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 16th day of December, 2019.

Daniel L. Somers
Notary Public



My Commission Expires: 5-16-20

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ (Name and Title) of _____,

WITNESS my hand and seal this ___ day of _____, 2000.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

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

WITNESS my hand and seal this ____ day of _____

Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

Approved as to form and legality this ____ day of _____, 20__.

City Attorney

Approved by the Norman Utilities Authority this ____ day of _____, 20__.

ATTEST:

Secretary

Chairman

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Daniel Somers and Michael L. Somers, all of LINDSAY, OK

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11 day of April, 2016



OKLAHOMA SURETY COMPANY

ATTEST:

Sharon Hackl

SHARON HACKL

Secretary

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this 11 day of April, 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission expires: 09-08-19

Julie Callahan

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of December 2019



Sharon Hackl

SHARON HACKL

Secretary

VOID IF BOX IS EMPTY