B-1213-9 Contract K-1213-32 Page 1 of 4

## PERFORMANCE BOND

Know all men by these presents that A.W. Schultz, Inc.

as PRINCIPAL, and Lexon Insurance Company, a corporation organized under the laws of the State of Texas, 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 Three Hundred Thirty-Six Thousand Eight Hundred and no/100

Dollars (\$336,800.00) 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:

## WATER WELL TELEMETRY UPGRADE NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1213-32) 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 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 AUTHORITY 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 AUTHORITY 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.

its name and its corporate seal (where applicable) to be representative(s), on thegth day ofoctober has caused these presents to be executed in its name and by its authorized representative(s) on the _gth day of	hereunto affixed by its duly authorized $20^{12}$ , and the SURETY distribution its corporate seal to be hereunto affixed
(Corporate Seal) (where applicable)  ATTEST  Signe  Corporate Secretary (where applicable)	A.W. Schultz, Inc. PRINCIPAL
Addres	Name and Title  S: 6861 Martindale Road Shawnee, KS 66218
Telephone	(913) 307-0399
(Corporate Seal)  ATTEST  Signed  Corporate Secretary	Lexon Insurance Company SURETY  Authorized Representative
Address	Zachary R. Bradley Attorney-in-fact Name and Title  800 South Frontage Road, Suite 250 Woodridge, IL 60517
Telephone	1-630-495-9380

## CORPORATE ACKNOWLEDGEMENT

The foregoing instrument was acknowledged bef		
20, by Name and Title	of	
a		
WITNESS my hand and seal this	day of	20
	Notary Public	
	Notary 1 done	
My Commission Expires:		
TAID THE THE TAIL OF	THOUSE OF STREET	
INDIVIDUAL ACI	KNOWLEDGEMENT	
INDIVIDUAL ACI	KNOWLEDGEMENT	
	KNOWLEDGEMENT	
STATE OF OKLAHOMA )	KNOWLEDGEMENT	
STATE OF OKLAHOMA )	KNOWLEDGEMENT	
STATE OF OKLAHOMA ) ) COUNTY OF)		
STATE OF OKLAHOMA )  COUNTY OF  The foregoing instrument was acknowledged bef	ore me this day of	
STATE OF OKLAHOMA )  COUNTY OF  The foregoing instrument was acknowledged bef	ore me this day of	
STATE OF OKLAHOMA ) (S) (S) (COUNTY OF)  The foregoing instrument was acknowledged before, by  Name and Title	ore me this day of an individual.	
STATE OF OKLAHOMA )  COUNTY OF  The foregoing instrument was acknowledged bef	ore me this day of an individual.	
STATE OF OKLAHOMA ) (COUNTY OF)  The foregoing instrument was acknowledged before, by  Name and Title	ore me this day of an individual. day of	20 _
STATE OF OKLAHOMA ) (COUNTY OF)  The foregoing instrument was acknowledged before, by  Name and Title	ore me this day of an individual. day of	20 _
STATE OF OKLAHOMA ) (COUNTY OF)  The foregoing instrument was acknowledged before, by  Name and Title	ore me this day of an individual. day of Notary Public	20

## PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA )		
COUNTY OF)§		
The foregoing instrument was acknowledged before	ore me this day of	,
20, by Name and Title	partner (or 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 19	day of November, 2012	·
	AUPHORIES	Attorney
Approved by the Trustees of the NORMAN UTIL, 20	LITIES AUTHORITY this day o	f
NORMAN UTILITIES AUTHORITY		
	ATTEST	
Ву:		
Title: Chairman	Secretary	Alberta States States of States