

**STATUTORY BOND**

Know all men by these presents that H&H Plumbing & Utilities, Inc., as PRINCIPAL, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, 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, Four Hundred and Nineteen Thousand, Four Hundred and Sixty Dollars and No Cents (\$1,419,460.00), 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 WA0239IV  
24-INCH WATER TRANSMISSION LINE FROM TIMBERDELL AND CHAUTAUQUA TO JENKINS AND  
CONSTITUTION  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1920-2) with the AUTHORITY, dated October 15, 2019 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.

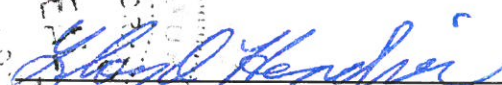
Norman Utilities Authority  
Project WA0239IV  
24-Inch Water Transmission Line from Timberdell and Chautauqua to Jenkins and Constitution

Contract K-1920-2  
Bid No. 1920-2  
B-1920-2

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 16th day of October, 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 on the 15th day of October, 2019.

(Corporate Seal) (where applicable)

ATTEST

  
Corporate Secretary (where applicable)

H & H Plumbing & Utilities, Inc.

PRINCIPAL

Signed:

  
Authorized Representative

Carl Hendrix, V.P.  
Name and Title

Address:

266 Industrial Blvd, Goldsby, OK 73093

Telephone:

405-288-2346

(Corporate Seal)

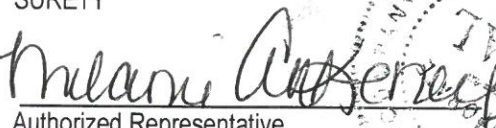
ATTEST

  
Corporate Secretary

Western Surety Company

SURETY

Signed:

  
Authorized Representative

Melanie Ankeney, Attorney-In-Fact  
Name and Title

Address:

7220 N 16th Street, Bldg K  
Phoenix, AZ 85020

Telephone:

405-288-2346

**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )

COUNTY OF McCain )§

The foregoing instrument was acknowledged before me this 16th day of October,

20 19, by Carl Hendrix, V.P. of H & H Plumbing & Utilities, Inc  
Name and Title

a S corporation, on behalf of the corporation.

WITNESS my hand and seal this 16th day of October 20 19.

Marcella Z. Barrington  
Notary Public

My Commission Expires: 3-25-20



**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  
\_\_\_\_\_

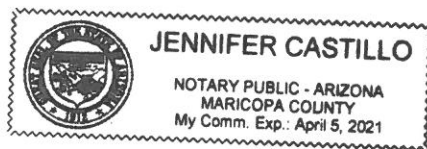
State of Arizona

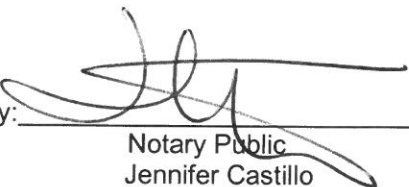
County of Maricopa

On this 15<sup>th</sup> day of October, 2019, before me

personally appeared Melanie Ankeney

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.



By:   
Notary Public  
Jennifer Castillo

My Commission Expires:  
4-5-2021