

### MAINTENANCE 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 successful 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.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If 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 obligations of this Bond.

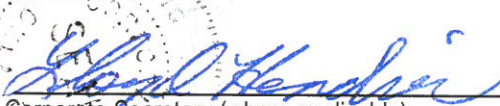
Norman Utilities Authority  
Project WA0239IV  
24-Inch Water Transmission Line from Timberdell and Chautauqua to Jenkins and Constitution

Contract K-1920-2  
Bid No. 1920-2  
MB-1920-1

IN WITNESS WHEREOF, the said 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(s) 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

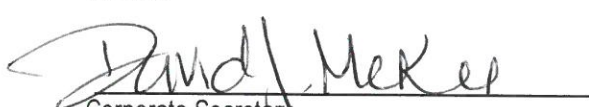
Address: 266 Industrial Blvd, Goldsby, OK 73093

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 L Barrington

Notary Public

My Commission Expires: 3-25-20



**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

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 \_\_\_\_\_)

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 \_\_\_\_\_

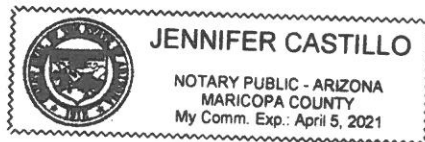
State of Arizona

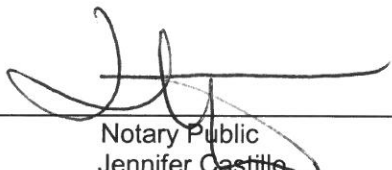
County of Maricopa

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David J McKee, Joseph A Clarken III, Jennifer Castillo, Patrick R Hedges, Melanie Ankeney, Individually**

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of August, 2019.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

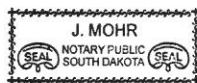
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 7th day of August, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of October, 2019



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.