

**MAINTENANCE BOND**  
(Private Contract)

Bond No. 30175247

**KNOW ALL MEN BY THESE PRESENT:**

That We, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Three Hundred Fifty Four Thousand Nine Hundred Sixty and 00/100 Dollars (\$354,960.00), such sum being equal to the contract price for a period of two (2) year, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Whereas, in a contract dated the 16th day of November, 2022, with Clark Construction, Inc., the principal agreed to construct improvements in the City of Oklahoma City, being:  
Edmond Hyundai Genesis - N. Kelly Avenue  
Public Storm Sewer - DD-0928

as more particularly described and in compliance with the plans and specifications on file in the Office of the City Engineer of The City of Oklahoma City. As a condition of said construction contract and as a condition of the issuance of a work order by the City Engineer, Principal has agreed and hereby agrees to construct and maintain said improvements in compliance with Oklahoma City standards and the aforementioned plans and specification against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the improvements by the Council of the City of Oklahoma City.

**NOW, THEREFORE**, if said Principal shall pay or cause to be paid to the City, all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after the final formal acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of THE CITY OF OKLAHOMA CITY, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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 obligations of this bond.

**IN WITNESS WHEREOF**, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

**REVIEWED** and **APPROVED** by the Council of THE CITY OF OKLAHOMA CITY  
this 4TH day of JUNE, 20 24.

**ATTEST:**

Amy K. Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

David Holt

**MAYOR**

**REVIEWED** for form and legality.

Chris Hall

**Assistant Municipal Counselor**

EXECUTED this 21 day of November, 20 22

H & H Plumbing & Utilities, Inc.

ATTEST:

Principal

Lloyd Hendrix  
Secretary/Witness Lloyd Hendrix

By Carl Hendrix  
Carl Hendrix, Vice President

**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

COUNTY OF McClain )

Signed and sworn or affirmed before me on this 21st day of November, 20 22,  
by Carl Hendrix

as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these  
uses and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last  
above written.

(Seal)



Marcella L. Barrington  
Notary Public

My Commission expires: 3/25/24

My Commission No.: 00004054

EXECUTED this 16th day of November, 2022.

ATTEST:

Western Surety Company

Surety

*Benji Castillo*  
Secretary/Witness

By *Melanie Ankeney*  
Melanie Ankeney, Attorney-In-Fact

**NOTARY STATEMENT**

STATE OF Arizona )

) SS.

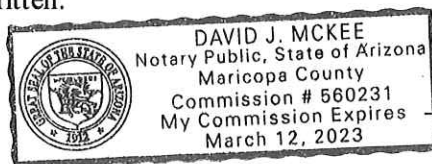
COUNTY OF Maricopa )

Signed and sworn or affirmed before me on this 16th day of November, 2022,  
by Melanie Ankeney

as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses  
and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last  
above written.

(Seal)



*David J. McKee*  
Notary Public

My Commission expires: 3-12-2023

My Commission No.: 560231



# 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, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarken III, 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 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of June, 2021, 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

March 2, 2026



M. Bent, 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 16<sup>th</sup> day of November, 2022.



WESTERN SURETY COMPANY

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tatum Insurance LLC 8687 E VIA DE VENTURA SUITE 118 SCOTTSDALE AZ 85258	<b>CONTACT NAME:</b> Laura Hafenscher CPCU AIS <b>PHONE (A/C, No, Ext):</b> (480) 939-4300 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> lh@TatumInsurance.com																					
<b>INSURED</b> H & H PLUMBING & UTILITIES, INC 381 W Adkins Hill Rd Norman OK 73072	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>THE PHOENIX INS CO</td><td>25623</td></tr><tr><td>INSURER B :</td><td>THE CHARTER OAK FIRE INS CO</td><td>25615</td></tr><tr><td>INSURER C :</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D :</td><td>GuideOne National Insurance Company</td><td>14167</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	THE PHOENIX INS CO	25623	INSURER B :	THE CHARTER OAK FIRE INS CO	25615	INSURER C :	Travelers Property Casualty Company of America	25674	INSURER D :	GuideOne National Insurance Company	14167	INSURER E :			INSURER F :		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTCO-3K760728-PHX-22	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-3K753909-22-26-G	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-3K782106-22-26	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	UB-3K761159-22-26-G	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liability			ENV562003939-01	01/01/2022	01/01/2023	Claims Made 2,000,000 Deductible 2,500 Retro Date 03/17/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: EDMOND HYUNDAI GENESIS N KELLY AVE OKLAHOMA CITY OK. PUBLIC STORM SEWER DD-0928. General Liability: Blanket AI when required by written contract (#CGD246 04-19). Blanket Waiver of Subrogation when required by written contract (#CGD316 02-19). Blanket Primary/Non-Contributory when required by written contract (#CGD246 04-19). Automobile: Blanket AI when required by written contract (CAF135). Workers Compensation: Blanket Waiver of Subrogation when required by written contract (WC00313 00). Blanket 30 day notice of cancellation when required by written contract (ILT405)\*\*. Umbrella Liability: Blanket AI follow form with underlying coverages. \*\*Except 10-day notice of cancellation for non-payment of premium (IL0236).

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF OKLAHOMA CITY

420 WEST MAIN STE 700

OKLAHOMA CITY OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Hafenscher CPCU

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State of Arizona

County of Maricopa

I, Melanie Ankeney, a Notary Public in and for said County and State, do hereby certify that on this 16th day of November 2022 Laura Hafenscher personally known to me to be the same person and official who executed the above Foregoing instrument as Authorized Representative, appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Tatum Insurance and Continental Insurance and Continental Casualty Co. pursuant to authority conferred and for the uses and purposes therein set forth.

In witness thereof, I have hereunto set my hand and seal the day and year last above written.

By: Melanie Ankeney  
Notary Public  
Melanie Ankeney

My Commission Expires:

7-12-2023

