

### MAINTENANCE BOND

Know all men by these presents that CTEX Construction Services, LLC, as PRINCIPAL, and United States Fire Insurance Company, a corporation organized under the laws of the State of Delaware, 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 Two Hundred Twenty Thousand, and 00/100 Dollars ( \$ 220,000.00 ), 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:

WTP Backwash Tower Resurfacing Project  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1920-43) with the AUTHORITY, dated \_\_\_\_\_ 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  
WTP Backwash Tower Resurfacing Project

MB-1920-16  
CONTRACT K-1920-43

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 \_\_\_\_\_ 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(s) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)  
ATTEST

  
\_\_\_\_\_  
Corporate Secretary (where applicable)

CTEX Construction Services, LLC  
PRINCIPAL

Signed:

  
\_\_\_\_\_  
Authorized Representative

Rick Thorn, President  
Name and Title

Address:

615 Eleanor Drive Fate, TX 75087  
\_\_\_\_\_

Telephone:

214-680-0587  
\_\_\_\_\_

(Corporate Seal)

ATTEST

\_\_\_\_\_  
Corporate Secretary

United States Fire Insurance Company

SURETY

Signed:

  
\_\_\_\_\_  
Authorized Representative

Brent M. Blonigan, Attorney-in-Fact  
Name and Title

Address:

305 Madison Ave., Morriston, NJ 07960  
\_\_\_\_\_

Telephone:

973-490-6600  
\_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

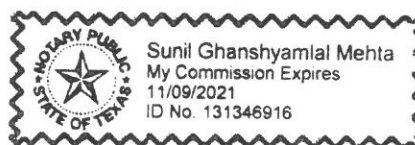
STATE OF TEXAS)  
COUNTY OF DALLAS)§

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October,  
20 19, by Nick Thorn, President of Ctex Construction Services LLC  
Name and Title  
a TEXAS corporation, on behalf of the corporation.

WITNESS my hand and seal this 7<sup>th</sup> day of October, 20 19.

S. D. M.  
Notary Public

My Commission Expires: 11/09/2021



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

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06457439219

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Debbie Palmer, Kara Pierce, Marci Luse, Brent M. Blonigan*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

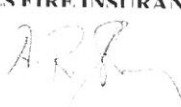
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25<sup>th</sup> day of March, 2019.

**UNITED STATES FIRE INSURANCE COMPANY**

  
\_\_\_\_\_  
Anthony R. Slimowicz, Executive Vice President

State of New Jersey }  
County of Morris }

On this 25<sup>th</sup> day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA  
NOTARY PUBLIC STATE OF NEW JERSEY  
NO. 2163686**

**MY COMMISSION EXPIRES 3/25/2024**

  
\_\_\_\_\_  
Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
**UNITED STATES FIRE INSURANCE COMPANY**

  
\_\_\_\_\_  
Al Wright, Senior Vice President

## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call United States Fire Insurance Company telephone number for information or to make a complaint at:

973-490-6600

You may also write to Lexon Insurance Company at:

Attn: Claims Department  
305 Madison Avenue  
Morristown, NJ 07960

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/07/2019

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> Grayhawk Insurance & Risk 1820 N. Greenville Ave., Suite 200 Richardson TX 75081-	<b>CONTACT NAME:</b> Grayhawk Insurance & Risk Management	
	<b>PHONE (A/C, No, Ext):</b> (972)671-9105 <b>FAX (A/C, No):</b> (972)671-9804	
	<b>E-MAIL ADDRESS:</b> dp@grayhawkins.com	
<b>INSURED</b> CTEX Construction Services, LLC 615 Eleanor Dr. Fate TX 75087-0289	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> JAMES RIVER INSURANCE CO	
	<b>INSURER B:</b> TEXAS MUTUAL INSURANCE CO	
	<b>INSURER C:</b> OHIO CASUALTY INSURANCE CO	
	<b>INSURER D:</b> AMGUARD INSURANCE CO	
	<b>INSURER E:</b> BURLINGTON INSURANCE COMPANY	
	<b>INSURER F:</b>	

## 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 SUBR INSD WVD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:		00085084-1	08/14/2019	08/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input 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		CTAU023539	06/25/2019	06/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		HFF0009768	06/25/2019	08/14/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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 <input type="checkbox"/> N/A	0002019065 19	08/14/2019	08/14/2020	<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
C	CONTRACTOR'S EQUIPMENT		BMO59456287	11/20/2018	11/20/2019	LEASED/RENTED 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CONTRACT K-1920-43 - WTP BACKWASH TOWER RESURFACING PROJECT, NORMAN, OK

THE ABOVE POLICIES INCLUDE THE FOLLOWING BLANKET ENDORSEMENTS THAT APPLY WHERE IT IS REQUIRED IN A WRITTEN CONTRACT WITH THE NAMED INSURED: GL: ADDITIONAL INSURED CG2010 0704 ONGOING OPS; CG2037 0704 COMPLETED OPS; PRIMARY NON-CONTRIBUTORY, WAIVER OF SUBROGATION; AUTO: ADDITIONAL INSURED AND WAIVER OF SUBROGATION; WC: WAIVER OF SUBROGATION

## CERTIFICATE HOLDER

## CANCELLATION

AI 012418

NORMAN UTILITIES AUTHORITY  
201-C WEST GRAY  
NORMAN

OK 73069-

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