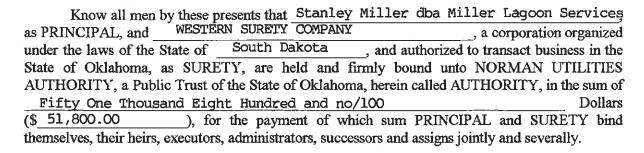
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#### PERFORMANCE BOND



WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

# REMOVAL AND LAND APPLICATION OF LIQUID BIOSOLIDS NORMAN, OKLAHOMA

has	entered	into	a	written	CONTRA	CT	(	K-	1314	<u>-97</u> )	with	the	AUTH	IORITY,	dated
						for	the en	rectio	n and	con	structi	ion c	of this	PROJEC	T, 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 emission 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.

IN WITNESS WHEREOF, the PRINterpresentative(s), on the 6th day of Dehas caused these presents to be executed in its authorized representative(s) on the 6th day of Dehas caused these presents to be executed in its authorized representative(s) on the 6th day	able) to be he ecember s name and its	, 20 <u>13</u> , and the SURETY corporate seal to be hereunto affixed by
(Corporate Seal) (where applicable) ATTEST		Stanley Miller dba Miller Lagoon Services PRINCIPAL
Orporate Secretary (where applicable)	Signed:	Authorized Representative  SHAMEIM ! !! EK  M! !! ET LAGODA SETVICE OUNE !!  Name and Title
	Address:	57 Riverside Ln.
	Telephone:	Mount Ida, AR 71957 479 243 8804
(Corporate Seal)  ATTEST  A. Fryer, Ass't. Sec.  Corporate Scoretary	Signed:	SURETY Authorized Representative
	Address:	B. Arp, Ass't Sec.  Name and Title  333 S. Wabash Ave., 41st Floor  Chicago, IL 60604
	Telephone:	605–336–0850

## CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA )	
COUNTY OF	
The foregoing instrument was acknowledged befor	e me this day of,
20, by Name and Title	of,
Name and Title	corporation, on behalf of the corporation.
WITNESS my hand and seal this	day of20
	Notary Public
My Commission Expires:	<del></del>
INDIVIDUAL ACK	NOWLEDGEMENT
STATE OF OKLAHOMA  STATE OF OKLAHOMA  S  COUNTY OF Montgomery  The foregoing instrument was acknowledged before	re me this 16 day of January
20 14, by Mile Name and Title  WITNESS my hand and seal this 16	growSfruck an individual.
WITNESS my hand and seal this 16	day of JANUARY 20 14.
My Commission Expires: <u>    2 -   1 - 2 0 1 4  </u>	Notary Public  Janes L. Fox County O' Montgomery Notary Public - Arkansas Py Conscious Exp. 12/11/2014

# PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA )	
COUNTY OF	
The foregoing instrument was acknowledged before me this	day of,
20, by Name and Title	partner (or agent) on behalf of
, a partnersh	ip.
WITNESS my hand and seal this day of _	20
N	otary 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 AU, 20	THORITY this day of
NORMAN UTILITIES AUTHORITY	
ATTE	ST
Ву:	
Title: Chairman	Secretary

### ACKNOWLEDGMENT OF SURETY (Corporate Officer)

STATE OF SOUTH DAKOTA County of Minnehaha

On this day of E	December , 2013 , before me, a Notary Public in
behalf of said corporation by authority of its Board of execution thereof to be the voluntary act and deed of sai	orn, did say that he is the aforesaid officer of WESTERN SURETY under the laws of the State of South Dakota, that the seal affixed to the forestors, and further acknowledge that the said instrument and the id corporation.
IN WITNESS WHEREOF, I have hereunto subscrib	ed my name and affixed my official seal the day and year l
J. HEGGEN  My commission expiritly Commission Expires 06/22/20	org Aggregation
Form 103-12-98	Notary Public

# Western Surety Company

#### POWER OF ATTORNEY - CERTIFIED COPY

		Bond No
laws of the Sta		N SURETY COMPANY, a corporation duly organized and existing under the cal office in Sioux Falls, South Dakota (the "Company"), does by these presents
	wful attorney(s)-in-fact, with full power ar urety, bonds for:	nd authority hereby conferred, to execute, acknowledge and deliver for and on
Principal:	Stanley Miller dba Miller	Lagoon Services
Obligee:	Norman Utlities Authority	
Amount:	\$500,000.00	
with the corporationney(s)-in-	orate seal of the Company and duly at	ame extent as if such bonds were signed by the Senior Vice President, sealed tested by its Secretary, hereby ratifying and confirming all that the said tations. Said appointment is made under and by authority of the following force and effect.
corporate nam other officers a Treasurer may the Company.	e of the Company by the President, Secres the Board of Directors may authorize.  appoint Attorneys in Fact or agents who The corporate seal is not necessary for the corporate seal is necessary for the corporate seal is not necessary for the corpo	rs of Attorney or other obligations of the corporation shall be executed in the retary, any Assistant Secretary, Treasurer, or any Vice President or by such The President, any Vice President, Secretary, any Assistant Secretary, or the shall have authority to issue bonds, policies, or undertakings in the name of the validity of any bonds, policies, undertakings, Powers of Attorney or other officer and the corporate seal may be printed by facsimile."
	ity hereby conferred shall expire and term but until such time shall be irrevocable a	ninate, without notice, unless used before midnight ofApril 4, and in full force and effect.
	eal to be affixed this 6th day of UTH DAKOTA	we speed these presents to be signed by its Vice President, Paul T. Bruflat, and December . 2013  WESTERN SURETY COMPANY  Paul T. Fruflat, Vice President
On this Paul T. Brufla WESTERN SU	6th day of <u>December</u> t, who being to me duly sworn, acknowle	, in the year2013, before me, a notary public, personally appeared edged that he signed the above Power of Attorney as the aforesaid officer of instrument to be the voluntary act and deal of said corporation.  Notary Public - South Dakota
attached Power		ny, a stock corporation of the State of South Dakota, do hereby certify that the is irrevocable, and furthermore, that Section 7 of the bylaws of the Company
In testimo Decemb		and seal of Western Surety Company this 6th day of
	,	WESTERN SURETY COMPANY
		Paul T. Pruflat, Vice President