



ARBOMAS-04

MMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2020


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).

PRODUCER The Robert E Miller Group 903 E 104th Street, Suite 800 Kansas City, MO 64131	CONTACT NAME: PHONE (A/C, No, Ext): (816) 333-3000 E-MAIL ADDRESS: certs@millercares.com	FAX (A/C, No): (816) 822-1634
	INSURER(S) AFFORDING COVERAGE	
INSURED Shawnee Mission Tree Service, Inc., dba: SMC Utility Construction 8405 SW 15th Street Oklahoma City, OK 73128	INSURER A : Zurich America Ins Co. (AC)	NAIC # 16535
	INSURER B : Navigators Insurance Company	NAIC # 42307
	INSURER C : Western World Insurance Group	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO581802207	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMP BENEFIT AGG \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP581802307	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	HO20EXC799733IV	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below N N/A		WC581802107	3/1/2020	3/1/2021	<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	Excess Umbrella		GLX100026702	3/1/2020	3/1/2021	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Norman Utilities Authority / WB0212 - Water Well Lines Phase II Franklin & 60th NE / 201-C West Gray, Norman OK 73069

CERTIFICATE HOLDER Garver, LLC 1016 24th Avenue NW Norman, OK 73069	CANCELLATION 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 
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AUTHORIZATION TO INSERT DATE OF CONTRACT IN BONDS

Norman Utilities Authority

201-C West Gray

Norman, OK 73069

RE: **SMC Utility Construction – Bond No. 1021218**

Gentlemen:

The undersigned is an authorized representative of **Mid-Continent Casualty Company**

P. O. Box 1409, Tulsa, OK 74101-1409, Surety for

SMC Utility Construction, Contractor,

for and during the entire period of **WB0212 - Water Well Lines Phase II Franklin & 60th NE - Bid No. 2021-19**

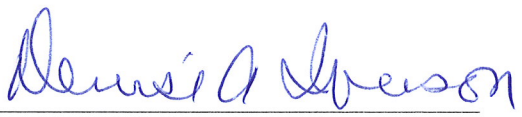
Authorization is hereby given by the Surety to the _____

Norman Utilities Authority, to insert the date

of the execution of the Contract on both the Bonds and Powers of Attorney.

Mid-Continent Casualty Company

Surety (seal)

BY: 

Denise A. Iverson

Attorney-in-fact

Date: **08/13/2020**

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Dale A. Gebauer, Denise A. Iverson, Rebecca Lilley, Matthew J. Miller, Sean R. Miller, D. C. Pruet and Ben J. Williams, all of OVERLAND PARK, KS

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31 day of January, 2020



ATTEST:

Sharon Hackl
SHARON HACKL Secretary

MID-CONTINENT CASUALTY COMPANY

Todd Bazata
TODD BAZATA VICE PRESIDENT

On this 31 day of January, 2020 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan
JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 13 day of August, 2020

Sharon Hackl
SHARON HACKL Secretary



VOID IF BOX IS EMPTY

NOTICE OF INTENT TO AWARD

TO: SMC Utility Construction
8405 SW 15th Street
Oklahoma City, OK 73128
405-495-5295

PROJECT: Norman Utilities Authority
WB0212 – Water Well Lines Phase II Franklin & 60th NE
Bid No. 2021-19

The OWNER has considered the BID submitted by you for the above-described WORK in response to its INVITATION TO BID published on July 16, 2020, and July 23, 2020, and the INSTRUCTIONS TO BIDDERS.


You are hereby notified that your BID has been accepted for the TOTAL BASE BID in the amount of \$1,082,550.00. You are required by the INSTRUCTIONS TO BIDDERS to execute the attached CONTRACT and furnish the required Contractor's PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND and Certificate of Insurance within ten (10) calendar days from the date of this Notice. The BONDS are an attachment to this NOTICE.

If you fail to execute said agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF INTENT TO AWARD** to the OWNER. Dated this

13th day of August, 2020.

Norman Utilities Authority
OWNER

By: 

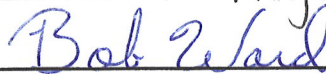
Chris Mattingly, Utilities Engineer
(Print/Type Name) (Title)

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF INTENT TO AWARD** is hereby acknowledged by:

SMC Utility Construction

this 17th day of August, 2020

By: 

Bob Ward Branch Manager
(Type/Print Name) (Title)

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and SMC Utility Construction hereinafter designated as the CONTRACTOR, effective the date last executed below,

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT
2015 WATER WELL LINES PHASE II
FRANKLIN RD. & 60TH AVE. NE
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

SMC Utility Construction Dollars (\$) 1,082,550.00

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within one hundred and eighty (180) calendar days following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY \$700 for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:

- a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
- b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)

COUNTY OF Oklahoma)

I certify that I am the duly authorized agent of SMC Utility Construction, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

SMC Utility Construction

(Bidder Company Name)

By: Bob Ward

Bob Ward

Branch Manager

(printed/typed name and title)

Subscribed and sworn to before me this

17th

day of

August

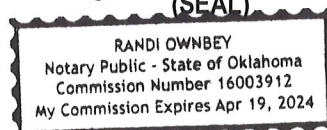
, 2020

Randi Ownbey
Notary Public (or Clerk or Judge)

My Commission Expires:

April 19, 2024

(SEAL)



IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this _____ day of _____, 20__.

ATTEST

Jay Hager
Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

SMC Utility Construction
PRINCIPAL

Signed: Bob Ward
Authorized Representative

Bob Ward - Branch Manager
Name and Title

Address: 8405 SW 15th St

Telephone: 405-417-9650

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

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF Oklahoma) ss.

COUNTY OF Oklahoma)

Bob Ward, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

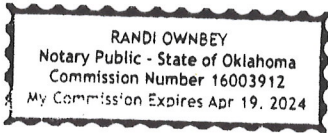
(If none of the business relationships herein above mentioned exists, affiant should so state.)

Affiant's Signature: Bob Ward

Subscribed and sworn to before me this 17th day of August, 2020

Randi Ownbey
Notary Public

My Commission Expires:
April 19, 2024



NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma) ss.
COUNTY OF Oklahoma)

Bob Ward, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Norman Utilities Authority (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

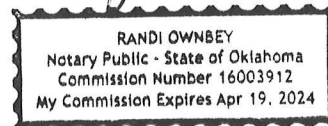
Bob Ward

Subscribed and sworn to before me this 17th day of August, 2020.

Randi Ownbey
Notary Public

My Commission Expires:

April 19, 2024



PROSPECTIVE PRIME CONTRACTOR'S
(BIDDER) CERTIFICATION OF
NONSEGREGATED FACILITIES

I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.



(Signature and Title of Prospective Prime Contractor's Representative)

Bob Ward - Branch Manager

(Printed or typed Name and Title of Prospective Prime Contractor's Representative)

SMC Utility Construction

8405 SW 15th St

Oklahoma City, OK 73128

(Name and address of Prospective Prime Contractor)

PROSPECTIVE PRIME CONTRACTOR'S
(BIDDER) STATEMENT ABOUT
EQUAL OPPORTUNITY CLAUSE

I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.

I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

Bob Ward Branch Manager
(Signature and Title of Prospective Prime or Subcontractor's Representative)

Bob Ward - Branch Manager
(Printed or typed Name and Title of Prospective Prime or Subcontractor's Representative)

SMC Utility Construction

8405 SW 15th St

Oklahoma City, OK 73128

(Name and address of Prospective Prime or Subcontractor)

PERFORMANCE BOND

Know all men by these presents that SMC Utility Construction, as PRINCIPAL, and Mid-Continent Casualty Company, a corporation organized under the laws of the State of Ohio, 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 ** Dollars (\$ 1,082,550.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

**** One Million Eighty Two Thousand Five Hundred Fifty & No/100**

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

PROJECT
2015 WATER WELL LINES PHASE II
FRANKLIN RD. & 60TH AVE. NE
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2021-12) with the AUTHORITY, dated _____ to perform and complete said PROJECT, 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 omission 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 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

Jay Hagin
Corporate Secretary (where applicable)

SMC Utility Construction

PRINCIPAL

Signed: Bob Ward
Authorized Representative

Bob Ward - Branch Manager
Name and Title

Address: 9405 SW 15th St., Oklahoma City, OK 73128

Telephone: 405-417-9650

(Corporate Seal)

ATTEST

Sebrutt
Corporate Secretary

Mid-Continent Casualty Company

SURETY

Signed: Denise A Iverson
Authorized Representative

Denise A. Iverson, Attorney-in-fact
Name and Title

Address: PO Box 1409, Tulsa, OK 74101

Telephone: 918-588-1264

CORPORATE ACKNOWLEDGEMENT

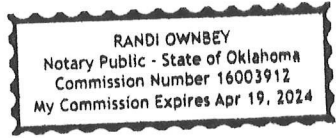
STATE OF Oklahoma)
COUNTY OF Oklahoma)§

The foregoing instrument was acknowledged before me this 17th day of August,
20 20, by Bob Ward, Branch Manager of SMC Utility Construction
Name and Title S Contractor
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 17th day of August, 20 20.

Randi Ownbey
Notary Public

My Commission Expires: April 19, 2024



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

Bond No. 1021218

STATUTORY BOND

Know all men by these presents that SMC Utility Construction, as PRINCIPAL, and Mid-Continent Casualty Company, a corporation organized under the laws of the State of Ohio, 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 ^{**} _____ Dollars (\$ 1,082,550.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

**** One Million Eighty Two Thousand Five Hundred Fifty & No/100**

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

PROJECT
2015 WATER WELL LINES PHASE II
FRANKLIN RD. & 60TH AVE. NE
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2021-12) with the AUTHORITY, dated _____ 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.

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 ____ 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 on the ____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST

Jay Hager
Corporate Secretary (where applicable)

SMC Utility Construction

PRINCIPAL

Signed: Bob Ward
Authorized Representative

Bob Ward - Branch Manager
Name and Title

Address: 8405 SW 15th St., Oklahoma City, OK 73128

Telephone: 405-417-9650

(Corporate Seal)

ATTEST

DCPRUTH
Corporate Secretary

Mid-Continent Casualty Company

SURETY

Signed: Denise A. Iverson
Authorized Representative

Denise A. Iverson, Attorney-in-fact

Name and Title

Address: PO Box 1409, Tulsa, OK 74101

Telephone: 918-588-1264

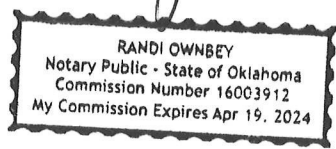
CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)§

The foregoing instrument was acknowledged before me this 17th day of August,
20 20, by Bob Ward Branch Manager of SMC Utility Construction
Name and Title
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 17th day of August 20 20.
Randi Ownbey
Notary Public

My Commission Expires: April 19, 2024



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

Bond No. 1021218

MAINTENANCE BOND

Know all men by these presents that SMC Utility Construction, as PRINCIPAL, and Mid-Continent Casualty Company, a corporation organized under the laws of the State of Ohio, 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 ^{**}_____ Dollars (\$1,082,550.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

****One Million Eighty Two Thousand Five Hundred Fifty & No/100**

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

PROJECT
2015 WATER WELL LINES PHASE II
FRANKLIN RD. & 60TH AVE. NE
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2021-12) 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.

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

Jay Hagan
Corporate Secretary (where applicable)

SMC Utility Construction

PRINCIPAL

Signed: Bob Ward
Authorized Representative

Bob Ward Branch Manager
Name and Title

Address: 8405 SW 15th St., Oklahoma City, OK 73128

Telephone: 405-417-9650

(Corporate Seal)

ATTEST

W. C. Smith
Corporate Secretary

Mid-Continent Casualty Company

SURETY

Signed: Denise Iverson
Authorized Representative

Denise A. Iverson, Attorney-in-fact
Name and Title

Address: PO Box 1404, Tulsa, OK 74101

Telephone: 918-588-1264

CORPORATE ACKNOWLEDGEMENT

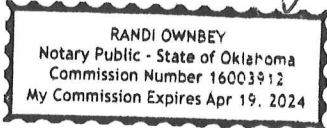
STATE OF Oklahoma)
COUNTY OF Oklahoma)§

The foregoing instrument was acknowledged before me this 17th day of August,
20 20, by Bob Ward Branch Manager of SMC Utility Construction
Name and Title
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this 17th day of August 20 20.

Randi Ownbey
Notary Public

My Commission Expires: April 19, 2024



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

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 _____

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Dale A. Gebauer, Denise A. Iverson, Rebecca Lilley, Matthew J. Miller, Sean R. Miller, D. C. Pruett and Ben J. Williams, all of OVERLAND PARK, KS

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31 day of January, 2020



ATTEST:

Sharon Hackl

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

Todd Bazata

TODD BAZATA

VICE PRESIDENT

On this 31 day of January, 2020 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan
JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____, _____



Sharon Hackl

SHARON HACKL

Secretary

VOID IF BOX IS EMPTY