

Norman Utilities Authority  
2018 Groundwater Wellfield Development

B-1819-21/Bid No. 1819-11  
Carollo Project No. 10328A.10

### STATUTORY BOND

Know all men by these presents that Layne Christensen Company, as PRINCIPAL, and Travelers Casualty and Surety Company of America\*, a corporation organized under the laws of the State of Connecticut\*\*, 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 Four Million Seven Hundred Fourteen Thousand Four Hundred Twenty One and 72/100 Dollars (\$4,714,421.72), 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 lowest and best bidder on the following PROJECT:

#### 2018 GROUNDWATER WELLFIEL DEVELOPMENT NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1819-44) with the AUTHORITY, dated \_\_\_\_\_ for the erection and construction of this 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.


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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 2nd day of November, 2018, 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 2nd day of November, 2018.

(Corporate Seal) (where applicable)

ATTEST

  
Corporate Secretary (where applicable) Kenneth B. Olson, Assistant Secretary

Layne Christensen Company

PRINCIPAL

Signed:

  
Authorized Representative

Jigisha Desai, Vice President

Name and Title

Address: 4691 NE Hwy 33 Guthrie, OK 73044

Telephone: (405) 600-6447

(Corporate Seal)

ATTEST

N/A  
Corporate Secretary



Travelers Casualty and Surety Company of America\*

SURETY

Signed:

  
Authorized Representative

Tobi Stonich, Attorney In Fact

Name and Title

Address: 1 Tower Square Hartford, CT 06183\*\*\*

Telephone: (860) 277-1914

\*Federal Insurance Company

The Continental Insurance Company

Jointly and Severally Liable

\*\*Indiana, Pennsylvania, respectively

\*\*\*Whitehouse Station, NJ, Chicago, IL, respectively

See California Acknowledgement Attached

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**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA                     )  
   )§  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_, by \_\_\_\_\_ of

\_\_\_\_\_  
Name and Title

a \_\_\_\_\_ corporation, on behalf of the  
corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**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: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California  
County of Santa Cruz )

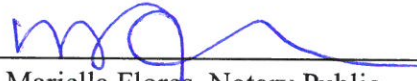
On November 2, 2018 before me, Mariella Flores, Notary Public  
(insert name and title of the officer)

personally appeared Kenneth B. Olson & Jigisha Desai,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

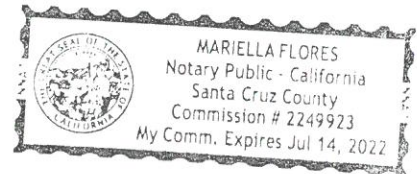
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
\_\_\_\_\_  
Mariella Flores, Notary Public

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT


State of California  
County of Santa Cruz )

On November 2, 2018 before me, Mariella Flores, Notary Public  
(insert name and title of the officer)

personally appeared Tobi Stonich,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)  
Mariella Flores, Notary Public






Statutory Bond B-1819-21

Norman Utilities Authority

Approved as to form and legality this 20 day of November, 2018.

  
\_\_\_\_\_  
City Attorney

Approved by the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman