CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and <u>Sooner Sight Utility & Construction</u> 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 WA0350 WATER DISTRIBUTION SYSTEM SAMPLING STATIONS 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:

Eighty-Five Thousand, One Hundred Dollars and No cents (\$85,100.00)

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:

- 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:

Addendum No. 1 - 03/22/2021		
	·	

Contract 5-2021-70 Bid No. 2021-35

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 <u>ten (10)</u> calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within <u>one hundred sixty (160)</u> consecutive 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 ONE HUNDRED SIXTY DOLLAR (\$160) 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 at 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.

00500 Contract 00500-3 March 2021

00500 Contract

March 2021

- 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
- 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.
- 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.
- 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 OKLCHOMA COUNTY OF Cleveland I certify that I am the duly authorized agent of Stever Sik White 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. By: ac Wixicax infurer (printed/typed name and title) Subscribed and sworn to before me this 6th day of Public (or Clerk or Judge) #020.01.
EXP. 01.
OF OF My Commission Expires: 01-07 - 2023

00500-3

Contract 5-2021-70 Bid No. 2021-35

DATED this _	day of		_, 20	
ATTEST			Signed:	Janner Sik cetility PRINCIPAL
Corporate S	he Laboratory ecretary (where applicable)		•	Authorized Representative
				Lac Wordence) dans Name and Title
(Corporate S	Seal) (where applicable)		Address:	10900 abbaywood OKC OK 73170
	⊕		Telephone:	405-314-9889
NORMAN UT	ILITIES AUTHORITY			
APPROVED (as to form and legality this	day of		, 20
			-	AUTHORITY Attorney
Approved by t	the Trustees of the NORMAN UTI	LITIES AUT	HORITY this	day of
·····	, 20			
NORMAN U	TILITIES AUTHORITY			
			ATTEST	
Ву:		-		
Title:	Chairman			Secretary

Bond No, CBB0059016 Contract 5-2021-70 Bid No. 2021-35 B-2021-56

PERFORMANCE BOND

Know all men by these presents that <u>Sooner Sight Utility & Construction, LLC</u> as PRINCIPAL, and <u>National American Insurance Company</u>, a corporation organized under the laws of the State of <u>Oklahoma</u>, 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 <u>Eighty-Five Thousand</u>, <u>One Hundred Dollars and No Cents (\$85,100.00)</u>, 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:

PROJECT WA0350 WATER DISTRIBUTION SYSTEM SAMPLING STATIONS NORMAN, OKLAHOMA

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.

Bond No. CBB0059016 Contract 5-2021-70 Bid No. 2021-35 B-2021-56

corporate seal (where applicable) to be hereunto affi.	xed by its duly author	
its corporate seal to be hereunto affixed by the seal to be hereunto.		represents to be executed in its name and representative(s) on theday of
(Corporate Seal) (where applicable) ATTEST	Signed:	_Sooner Site Utility & Construction, LLC PRINCIPAL
Corporate Secretary (where applicable)	· C	Authorized Representative
		Lac Woodcock, owner Name and Title
	Address:	10900 Abbeywood, Oklahoma City, OK 73170
	Telephone:	405-314-9889
(Corporate Seal) ATTEST **SEE ATTACHED POWER OF ATTORNEY** Corporate Secretary	Signed:	National American Insurance Company SURETY Authorized Representative
	Address:	Lisa Sherman - Attorney-in-Fact Name and Title 1010 Manvel Ave., Chandler OK 74834
	Telephone:	800-822-7802

Bond No. CBB0059016 Contract 5-2021-70 Bid No. 2021-35 B-2021-56

CORPORATE ACKNOWLEDGEMENT

STATE OF OKlahoma)
COUNTY OF Cleveland) §
The foregoing instrument was acknowledged before me this day of,
2021, by Zac Woodstock of Somer Site Utility & Construonon, UC Name and Title Contractor
and the state of t
WITNESS my hand and seal this Aday of April
Rail 3 1 1600 15
My Commission Expires: 4/6/24 Notary Public Ronde Ron
wy Commission Expires: The State of the Commission of the Commissi
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:

Bond No. CBB0059016 Contract 5-2021-70 Bid No. 2021-35 B-2021-56

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)		
COUNTY OF)		
The foregoing instrument was acknowledged before me this	day of	3
20, by Name and Title	partner (or agent) on behal	f of
, 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	
	A	UTHORITY Attorney
Approved by the Trustees of the NORMAN UTILITIES AUTHOR	RITY this day of	
, 20		
NORMAN UTILITIES AUTHORITY		
,	ATTEST	
Ву:		
Title: Chairman	Secretary	

Bond No. CBB0059016 Contract 5-2021-70 Bid No. 2021-35 B-2021-57

STATUTORY BOND

Know all men by these presents that <u>Sooner Sight Utility & Construction, LLC</u> as PRINCIPAL, and <u>National American Insurance Company</u>, a corporation organized under the laws of the State of <u>Oklahoma</u>, 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 <u>Eighty-Five Thousand</u>, <u>One Hundred Dollars and No Cents (\$85,100.00)</u>, 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:

PROJECT WA0350 WATER DISTRIBUTION SYSTEM SAMPLING STATIONS NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2021-70) 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.

Bond No. CBB0059016 Contract 5-2021-70 Bid No. 2021-35 B-2021-57

corporate seal (where applicable) to be hereunto at	fixed by its duly auth	presents to be executed in its name and its orized representative(s), on the day of nese presents to be executed in its name and
its corporate seal to be hereunto affixed	by its authorized	representative on the day of
(Corporate Seal) (where applicable) ATTEST Dericha (Dodcide Corporate Secretary (where applicable)	Signed:	Sooner Site Utility & Construction, LLC PRINCIPAL Authorized Representative
		Name and Title
	Address:	10900 Abbeywood, Oklahoma City, OK 73170
	Telephone:	405-314-9889
(Corporate Seal) ATTEST		National American Insurance Company
SEE ATTACHED POWER OF ATTORNEY Corporate Secretary	Signed:	Authorized Representative
		Lisa Sherman - Attorney-in-Fact Name and Title
	Address:	1010 Manvel Ave., Chandler OK 74834
	Telephone:	800-822-7802

Bond No. CBB0059016 Contract 5-2021-70 Bid No. 2021-35 B-2021-57

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)		
COUNTY OF Cleve	land))§		
The foregoing instrument v	vas acknowledged before me this 🌽	Kday of April	
2021 by ZAC Name ar a LLC My Commission Expires:	corporation WITNESS my hand and seal this	, on behalf of the corporation.	Construction, UC NDA BROOM NOTAR 1000 16003576 VBLIC NT
	INDIVIDUAL ACKNOW	LEDGEMENT	Manual Maria
STATE OF OKLAHOMA))§		
COUNTY OF)		22
The foregoing instrument v	vas acknowledged before me this	day of	_,
20, by Name ar	nd Title	_ an individual.	
	WITNESS my hand and seal this _	day of	20
		Notary Public	
My Commission Expires: _			

Bond No. CBB0059016 Contract 5-2021-70 Bid No. 2021-35 B-2021-57

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OK	LAHOMA)	10			
COUNTY OF _))§			40
The foregoing i	instrument was acknowledge	ed before me this _	day of		
20, by	Name and Title		partner	(or agent) on b	ehalf of
		, a partnership			
	WITNESS my	hand and seal this	day of		
			Notary Pub	lic	*
My Commissio	n Expires:				
NORMAN UTIL	LITIES AUTHORITY				
APPROVED as	s to form and legality this	day of		, 20	
					AUTHORITY Attorney
	ne Trustees of the NORMAN		ORITY this	day of	
NORMAN UT	ILITIES AUTHORITY				
			ATTEST		
Ву:	·····				
Title:	Chairman			Secretary	

Bond No. CBB0059016 Contract K-2021-70 Bid No. 2021-35 MB-2021-43

MAINTENANCE BOND

Know all men by these presents that <u>Sooner Sight Utility & Construction, LLC</u> as <u>PRINCIPAL</u>, and <u>National American Insurance Company</u>, a corporation organized under the laws of the State of <u>Oklahoma</u>, 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 <u>Eighty-Five Thousand</u>, <u>One Hundred Dollars and No Cents (\$85,100.00)</u>, 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:

PROJECT WA0350 WATER DISTRIBUTION SYSTEM SAMPLING STATIONS NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2021-61) 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.

Bond No. CBB0059016 Contract K-2021-70 Bid No. 2021-35 MB-2021-43

IN WITNESS WHEREOF, the said PRINCIPAL corporate seal (where applicable) to be hereunto affixed	by its duly autho	orized representative(s), on the day of
and its corporate seal to be hereunto affixed by, 20	its authorized	sed these presents to be executed in its name representative(s) on the day of
(Corporate Seal) (where applicable) ATTEST	Clanada	Sooner Site Utility & Construction, LLC PRINCIPAL
Corporate Secretary (where applicable)	Signed:	Authorized Representative
		Lac Woodcock, June Name and Title
	Address:	10900 Abbeywood, Oklahoma City, OK 73170
	Telephone:	405-314-9889
(Corporate Seal)		National American Insurance Company
SEE ATTACHED POWER OF ATTORNEY Corporate Secretary	Signed:	Authorized Representative
		Lisa Sherman - Attorney-in-Factorial Name and Title
	Address:	1010 Manvel Ave., Chandler OK 74834
	Telephone:	800-822-7802

Bond No. CBB0059016 Contract K-2021-70 Bid No. 2021-35 MB-2021-43

CORPORATE ACKNOWLEDGEMENT

STATE OF OK		
county of Cleveland)§		
The foregoing instrument was acknowledged before me this	L day of April	
20 21 by 2ac Wadcock Name and Title corporation	of Baner Site Utility & Construction, L	し
WITNESS my hand and seal this	Hay of April	in
My Commission Expires: 4/4/24	Notary Public Rorda Brook St 16003576 EXP. 04/06/24	THE STATE OF THE S
INDIVIDUAL ACKNOW	LEDGEMENT	
STATE OF) COUNTY OF)		
The foregoing instrument was acknowledged before me this	day of,	
20, by	_ an individual.	
WITNESS my hand and seal this _	day of20	
	Notary Public	
My Commission Expires:		

Bond No. CBB0059016 Contract K-2021-70 Bid No. 2021-35 MB-2021-43

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _)			
COUNTY OF)§			
_	g instrument was acknowledged before me this _	•		
20, by	Name and Title	partner	(or agent) on be	ehalf of
	, a partnership).		
	WITNESS my hand and seal this	day of		20
		Notary Pub	lic	
My Commiss	ion Expires:			
NORMAN UT	FILITIES AUTHORITY			
APPROVED	as to form and legality this day of		, 20	
				AUTHORITY Attorney
	the Trustees of the NORMAN UTILITIES AUTHO	ORITY this	day of	
NORMAN (JTILITIES AUTHORITY			
		ATTEST		
Ву:			****	
Title:	Chairman		Secretary	

NATIONAL AMERICAN INSURANCE COMPANY CHANDLER, OKLAHOMA POWER OF ATTORNEY

Number: CBB0059016

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

W.M. McNeill; Cody McNeill; Todd Triplett; Lisa Sherman; John L. Birsner; Kyle D. Reser; Susanne Cusimano, John D. Rogers

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000,00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

SEAL STANDARD W. Brint Labers

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 25rd day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation 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 by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

PER PARTO OF ONLINE

Notary Public My Commission Expires April 8, 2022 Commission #02006203

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA COUNTY OF LINCOLN

SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandles.

Dated the _____ day of _____, ____



R. Patrick Gilmore, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2021

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

tl c	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).									
PRO	DUCER				CONTACT Denisse Zamora					
Ins	urance Agency of Mid America	Inc	2		PHONE (A/C. N	/40E\	691-0016	FAX (A/C, No):	(405) 691	-0415
100	09 S. Penn, Building E				E-MAIL ADDRE	deamona	midamerio	[ACC, 140].		
₽.	O. Box 890300				ADDRE		HIDERIE) AECOC	IDING COVERAGE		NAIC #
Oki	ahoma City OK 73:	189			IMPUIDE			n Insurance Co		23663
INSU					INSURE		i mierica	ii instrance co		23003
Soc	ner Site Utility and Constru	ctic	on Li	rc						
	00 Abbeywood				INSURE					
	<u>-</u>				INSURE					
Oki	ahoma City OK 731	70			INSURE					
_			ATE	NUMBER: 2021	INSURE	RF:		REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES OF				EN ISSI	IED TO THE IN	SURED NAME		DEDIOL	
C	DICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PER CCLUSIONS AND CONDITIONS OF SUCH F	JIREM TAIN,	IENT, THE I	TERM OR CONDITION OF AN NSURANCE AFFORDED BY T	HE POL	TRACT OR OTH LICIES DESCRI	IER DOCUME BED HEREIN I	NT WITH RESPECT TO WHIC	CH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	s	· · · · · · · · · · · · · · · · · · ·
	X COMMERCIAL GENERAL LIABILITY		1					EACH OCCURRENCE	s	1,000,000
A	CLAIMS-MADE X OCCUR	1						DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000
				MP13410535		1/15/2021	1/15/2022	MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s	2,000,000
	POLICY X PRO-	1						PRODUCTS - COMP/OP AGG	s	2,000,000
	OTHER:							PRODUCTO - COMPTOP AGG	s	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	S	1,000,000
	ANYAUTO							(Ea accident) BODILY INJURY (Per person)	s	
A	ALL OWNED SCHEDULED		1	MP13410535		1/15/2021	1/15/2022	BODILY INJURY (Per accident)	\$	
	Y NON-OWNED					_,,_,	1, 10, 1011	PROPERTY DAMAGE	s	
	HIRED AUTOS AUTOS							(Per accident)	\$	
	UMBRELLA LIAB X OCCUR					1		51011000100000		
١.	X EXCESS LIAB CLAIMS-MADE							EACH OCCURRENCE	s	1,000,000
A	at CENING-INAGE	1		MB49020535		1/15/2021	1/15/2022	AGGREGATE	S	1,000,000
	DED RETENTION S WORKERS COMPENSATION			1247020033		1/15/2021	1/15/2022	X PER OTH-	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE					=				
A	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		CW39070335		1/15/2021	1/15/2022	E.L EACH ACCIDENT	\$	500,000
"	If yes, describe under DESCRIPTION OF OPERATIONS below			G#35070333		1/13/2021	1/13/2022	E.L. DISEASE - EA EMPLOYEE	\$	500,000
\vdash	DESCRIPTION OF OPERATIONS Below	\vdash	\vdash	<u> </u>				E.L. DISEASE - POLICY LIMIT	S	500,000
DES	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACI	DRD 10	1. Additional Remarks Schedule in	av be att	ched if more snar	theritografie			
	ject: WA0350, Water Distrib									
Con	erage is subject to the insu	ring	g agi	reements, conditions	s & e:	kclusions	in the pol	licy forms.		
1										
	TIEIRATE HOLDEN									
CE	RTIFICATE HOLDER			<u> </u>	CANC	CELLATION				
					SHO	ULD ANY OF T	HE ABOVE DE	SCRIBED POLICIES BE CAN	CELLET	BEFORE
	City of Norman				THE	EXPIRATION D	ATE THEREOF	, NOTICE WILL BE DELIVER		r series WINE
	Norman Utilities Author:	ity			ACC	ORDANCE WIT	H THE POLICY	PROVISIONS,		
	PO Box 370	_			<u></u>					
	Norman, OK 73070				AUTHO	RIZED REPRESEN	ITATIVE			

John Rogers/RWM