#### CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **Crossland Heavy Contractors** 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 K-WW0326 Norman WRF Dewatering Improvements 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:

Three Million, Three Hundred Twenty Thousand	Dollars (\$) \$3,320,000.00
--	-----------------------------

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:

Contents of Addenda Nos. 1 (dated 9/5/2023), 2 (dated 9/11/2023), 3 (dated 10/3/2023), 4 (dated 10/9/2023), and 5 (dated 10/11/2023) are all included in this Contract.

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>540</u> 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 Thousand dollars (\$1000) 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.

- 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 MONSOS
COUNTY OF Cherolice
certify that I am the duly authorized agent of Crossianal House Controcts Contractor.
I further certify that neither the CONTRACTOR nor the anyone subject to his/her direction or control has paid, given donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing value, either directly or indirectly, in the procuring of the CONTRACT.
Crossland Heavy Contractos, Inc.
(Bidder Carripany Name)
By: W//ll
(printed/typed name and title)
Subscribed and sworn to before me thisday of
KAYLA I. O'BRIEN Notary Public - State of Kansas Notary Public (or Clork or Judge)
My Appt. Expires 416-25 Notary Public (or Clerk or Judge)
My Commission Expires: 416-75 (SEAL)

or of

DATED this	s day of	, 2	0	
ATTEST	Hally Phaces Secretary (where applicable) Holly Phaces	<del></del>	Signed:	PRINCIPAL  Authorized Representative  Many Contractos, In  Authorized Representative  Many Seul, Executive Chainman
(Corporate	a Seat (where applicable)	,	Address:	Name and Title
e ROIS		Tel	lephone:	1020-429-1410
NORMAN L	JTILITIES AUTHORITY			
APPROVE	O as to form and legality this	day of	•••	, 20
				AUTHORITY Attorney
Approved by	y the Trustees of the NORMAN	UTILITIES AUTHO	RITY this	day of
	, 20			
NORMAN	UTILITIES AUTHORITY			
			ATTEST	
Ву:		_		
Title:	Chairman			Secretary

## **NOTICE OF INTENT TO AWARD**

TO:	Crossland Heavy Contractors
	501 S. East Avenue
•	Columbus, KS 66725
	620-429-1410
PROJECT:	Norman Utilities Authority .
	Bid No. 2324-19 .
,	Contract No. K-2324-66
	Project WW0326
	Norman WRF Dewatering Improvements .
The OWNER ha	s considered the BID submitted by you for the above-described WORK in response to its BID dated October 19, 2023 and the INSTRUCTIONS TO BIDDERS.
Twenty Thousan BIDDERS to exe	notified that your BID has been accepted in the amount of <u>Three Million</u> , <u>Three Hundred d Dollars and Zero Cents (\$3,320,000.00)</u> . You are required by the INSTRUCTIONS TO ecute the AGREEMENT and furnish the required Contractor's PERFORMANCE BOND, DND, MAINTENANCE BOND and Certificate of Insurance within ten (10) calendar days from otice.
of this Notice, sai	ute said agreement and to furnish said BONDS within ten (10) calendar days from the date d OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance pandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other granted by law.
	to return an acknowledged copy of this <b>NOTICE OF INTENT TO AWARD</b> to the OWNER. day of <u>October</u> , 2023.
	Norman Utilities Authority
	OWNER
	By: Ceruty & Delimore
	Kenneth J. Giannone, PE (Print/Type Name)
	Capital Projects Engineer .
	(Title)
ACCEPTANCE ( Receipt of the ab	OF NOTICE ove NOTICE OF INTENT TO AWARD is hereby acknowledged by:
Crossland Heav	v Contractors
LOHD	day of XCARDARE , 2023
Ву:	11/1/0
MONL Se (Type/Print Name	e) (Title)

Bond No. K4170780A / 9442807 Contract K-2324-66 Bid No. 2324-19 B-2324-32

#### PERFORMANCE BOND

Know all men by these presents that <u>Crossland Heavy Contractors</u> , as PRINCIPAL, and
Fidelity and Deposit Company of Maryland & Federal Insurance Company, corporations organized under the laws of the
States of Illinois & Indiana, respectively, 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 <a href="https://doi.org/10.1007/jhp.com/">Three Million, Three Hundred Twenty Thousand Dollars (\$ \$3,320,000.00 )</a>
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 WW0326
Norman WRF Dewatering Improvements
NORMAN, OKLAHOMA
has entered into a written CONTRACT (K-2324-66) 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

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.

Contract K-2324-66 Bid No. 2324-19 B-2324-32

	seal (whe	re appli	to be	be hereu , 20	unto affixed, and the s affixed	ed by its SURETY I	duly author has caused th	representative(s), on the day of nese presentative(s) on the day of nese presentative(s) on the day of nese presentative(s) on the day of
	(Corporate	Ph	DIS ary (wher	e applicable	e)	<b>-</b> 2	Signed:	Crossland Heavy Contractors Inc. PRINCIPAL  Authorized Representative  Mark Sell, Eventur Chairmanname and Title
							Address:	501 S. East Ave, Columbus, KS 66725
							Telephone:	620-429-1410
FEET AND	(Corporate	1	fyCas	<i>falia</i> dy D. Pali	c, Witness	s	Signed: (	Federal Insurance Company / Fidelity and Deposit Company of Maryland SURETY  Onclude Representative
		No. of the last of					Address:	Camille O. Parman, Attorney-in-Fact Name and Title 202B Hall's Mill Road, Whitehouse Station, NJ 08889 / 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
108							Telephone:	215-640-1000 / 847-605-6000

## **CORPORATE ACKNOWLEDGEMENT**

STATE OF MANSOS	
COUNTY OF Charles )§	
The foregoing instrument was acknowledged before me this Lo day of Number,	
20 33 , by MOOL Sell, Executive Chairmon of Chaston Heavy Contractor acorporation, on behalf of the corporation.	5
WITNESS my hand and seal this Le day of November  Notary Public	20 23
My Commission Expires: 410-35  My Appt. Expires 4-10-25	
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	<del></del>
My Commission Expires:	

Contract K-2324-66 Bid No. 2324-19 B-2324-32

#### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)	
COUNTY OF)	
The foregoing instrument was acknowledged before me this day of _	
20, by partr	ner (or agent) on behalf of
, a partnership.	
WITNESS my hand and seal this day	y of20
Notary F	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	
Ву:	
Title: Chairman	Secretary

Bond No. K4170780A / 9442807 Contract K-2324-66 Bid No. 2324-19 B-2324-33

#### STATUTORY BOND

Know all men by these presents that <a href="Crossland Heavy Contractors">Crossland Heavy Contractors</a>, as PRINCIPAL, and Fidelity and Deposit Company of Maryland & Federal Insurance Company, corporations organized under the laws of the States of Illinois & Indiana, respectively, 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 <a href="Three Million">Three Mundred Twenty Thousand</a> Dollars (\$ \$3,320,000.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

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

## PROJECT WW0326 NORMAN WRF DEWATERING IMPROVEMENTS NORMAN, OKLAHOMA

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.

Contract K-2324-66 Bid No. 2324-19 B-2324-33

corporate seal to be hereunto affixed by its authorized 20	RETY has caused to representative on t	hese presents to be executed in its name and its he day of,
(Corporate Seal) (where applicable)  ATTEST  Corporate Secretary (where applicable)  HOLY Proces	Signed:	Crossland Heavy Contractors, Inc. PRINCIPAL  Authorized Representative  Name and Title
	Address:	501 S. East Ave, Columbus, KS 66725
	Telephone:	620-429-1410
ATTEST: Corporate Secretary Cassidy D. Palic, Witness	Signed:	Federal Insurance Company / Fidelity and Deposit Company of Maryland SURETY  Overline Authorized Representative
	Address:	Camille O. Parman, Attorney-in-Fact Name and Title 202B Hall's Mill Road, Whitehouse Station, NJ 08889 / 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
SERIE E	Telephone:	<u>215-640</u> -1000 / 847-605-6000

Contract K-2324-66 Bid No. 2324-19 B-2324-33

## **CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )	
COUNTY OF Charge )§	
The foregoing instrument was acknowledged before me this day of,	
20 23, by Manc Sell, Exercise Chairman of Crossland Heavy Contract	tus
acorporation, on behalf of the corporation.	
WITNESS my hand and seal this Le day of Duember	2023
Mada I de	
My Commission Expires: 410.25  Notary Public  KAYLA I. O'BRIEN  Notary Public - State of Kansas  My Appt. Expires 4-10-25	
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:	

Contract K-2324-66 Bid No. 2324-19 B-2324-33

#### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA )	
COUNTY OF)	
The foregoing instrument was acknowledged before me this day of _	1
20, by parts	ner (or agent) on behalf of
, a partnership.	
WITNESS my hand and seal this day	y of20
Notary I	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
NORMAN UTILITIES AUTHORITY	
ATTEST	
Ву:	
Title: Chairman	Secretary

Bond No. K4170780A / 9442807 Contract K-2324-66 Bid No. 2324-19 MB-2324-22

#### MAINTENANCE BOND

Know all men by these presents that	Crossland Heavy Contractors , as PRINCIPAL, a	nd
Fidelity and Deposit Company of Maryland & Federal In	nsurance Company, corporations organized under the laws of the	he
	o transact business in the State of Oklahoma, as SURETY, are he	
	ORITY, a Public Trust of the State of Oklahoma, herein called	
	lundred Twenty Thousand Dollars (\$ \$3,320,000.00 ),	
	SURETY bind themselves, their heirs, executors, administrator	rs,
WHEREAS, the conditions of this obligation following PROJECT:	are such, that the PRINCIPAL, being the successful bidder on the	he
PRO	DJECT WW0326	
<del></del>	EWATERING IMPROVEMENTS	
	MAN, OKLAHOMA	
has entered into a written CONTRACT (K-2324-66) v	with the AUTHORITY, dated	to
	CT being incorporated herein by reference as if fully set forth.	

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Norman Utilities Authority	
Project K-WW0326	
Norman WRF Dewatering Improvement	S

Contract K-2324-66 Bid No. 2324-19 MB-2324-22

		te seal (wh	ere applica seal to	ble) to be here , 20	unto affixed by i , and the SURE	its duly aut TY has ca	rese presents to be executed in its name and its thorized representative(s), on the day of represents to be executed in its name and its name are ded representative(s) on the day of
₹05°£	ATTE	orate Seal) ( ST Late Sector	Shodes	applicable)		Signed:	Crossland Heavy Contractors, Inc. PRINCIPAL  Authorized Representative
	MI '6					Address:	Name and Title  501 S. East Ave, Columbus, KS 66725
					Te	elephone:	620-429-1410
FEEF	ATTES	A Was	Fy- Caesid	y D. Palic, Witi	ness	Signed:	Federal Insurance Company / Fidelity and Deposit Company of Maryland SURETY  Authorized Representative
	07					Address:	Camille O. Parman, Attorney-in-Fact Name and Title 2028 Hall's Mill Road, Whitehouse Station, NJ 08889 / 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
- 40	-				Te	elephone:	215 640 1000 / 947 605 6000

Contract K-2324-66 Bid No. 2324-19 MB-2324-22

## **CORPORATE ACKNOWLEDGEMENT**

STATE OF MONOS
COUNTY OF Charolel )§
The foregoing instrument was acknowledged before me this Le day of November,
20 23, by Many Sell, Executive Chaliman of Crossland Heavy Contracts
acorporation, on behalf of the corporation.
WITNESS my hand and seal this day of
Notary Public Notary Public
Lanca Carlo
My Commission Expires: 4-10-25  KAYLA I. O'BRIEN  Notary Public - State of Kansas  My Appt. Expires 4-10-15
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 of20
Notary Public
My Commission Expires:

Contract K-2324-66 Bid No. 2324-19 MB-2324-22

### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)		
COUNTY OF)		
The foregoing instrument was acknowledged before me the		
20, by Name and Title	partner (or agent) on behalf o	of
, a partner	rship.	
WITNESS my hand and s	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
		AUTHORITT Allottiey
Approved by the Trustees of the NORMAN UTILITIES AU, 20	THORITY this day of	
NORMAN UTILITIES AUTHORITY		
	ATTEST	
Ву:	<del></del>	····
Title: Chairman	Secretary	



#### Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of June, 2023.

Dauryn. Chlores

Dawn M. Chloros, Assistant Secretary

- Str Mfc

Stephen M. Haney, Vice Presiden



















STATE OF NEW JERSEY County of Hunterdon

\$5.

On this 7th day of June 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duty sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi NOTARY PUBLIC OF NEW JERSEY No 50202369 Commission Expires August 22,2027

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Down M. Chlorex

Dawn M Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e mail: surety@chubb.com

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint S. Mark WILKERSON, Morgan WILKERSON-LIU, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Charissa D. LECUYER, Camille O. PARMAN all of Overland Park, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of June, A.D. 2023.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

auri & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 14th day of June, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Scal the day and year first above written.

Iva Bethea

My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attomeys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attomeys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate scals of the said Companies, this day of







By: Mary Jean Pethick Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 reportsfclaims@zurichna.com 800-626-4577



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2023

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		CONTACT IMA Wichita Team						
IMA, Inc Kansas City 9393 W. 110th Street		PHONE (A/C, No. Ext): 316-267-9221	FAX (A/C, No):					
Suite 600		E-MAIL ADDRESS: certs@imacorp.com						
Overland Park KS 66210		INSURER(S) AFFORDING COVERAGE	NAIC#					
	License#: PC-1210733	INSURER A: Zurich American Insurance Compan	y 16535					
INSURED	CROSCON-03	INSURER B : American Guarantee and Liability In	surance 26247					
Crossland Heavy Contractors, Inc. PO Box 45		INSURER C : Arch Insurance Company	11150					
833 S. East Avenue		INSURER D: *Starr Indemnity & Liability Company	y 38318					
Columbus KS 66725		INSURER E :						
		INSURER F:						

COVERAGES CERTIFICATE NUMBER: 1158032291

**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	R TYPE OF INSURANCE			POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	CLAIMS-MADE X OCCUR		GLO859600803	4/30/2023	4/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000 \$2,000,000	
							MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 5,000,000	
	GEN	LAGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 10,000,000	
	_	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 10,000,000	
		OTHER:						\$	
Α	AUT	OMOBILE LIABILITY		BAP859615303	4/30/2023	4/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	
	Х	ANY AUTO			1		BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
В	Х	UMBRELLA LIAB X OCCUR		AUC425515002	4/30/2023	4/30/2024	EACH OCCURRENCE	\$10,000,000	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000	
		DED X RETENTIONS n						\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY		WC859600703	4/30/2023	4/30/2024	X PER OTH-	·	
	ANYPROPRIETOR/PARTNER/EXECUTIVE		N/A				E.L. EACH ACCIDENT	\$2,000,000	
	(Mandatory in NH)		"'^				E.L. DISEASE - EA EMPLOYEE	\$2,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$2,000,000	
CD		Layer Excess Liability ayer Excess Liability		UXP30009001 1000588349231	4/30/2023 4/30/2023	4/30/2024 4/30/2024	Ea Occur \$15,000,000 Ea Occur \$15,000,000	Agg \$15,000,000 Agg \$15,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Norman WDF Dewatering Improvements, Project K-WW0326.

CERTIFICATE HOLDER	CANCELLATION
Norman Utilities Authority 201-C W. Gray Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Norman OK 73069	AUTHORIZED REPRESENTATIVE
1	- PALMOSQ VIMORU



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/2/2023

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)

thi	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER						CONTACT NAME: IMA Wichita Team					
	Inc Kansas City				PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No):						
9393 W. 110th Street Suite 600					E-MAIL ADDRESS: certs@imacorp.com						
Overland Park KS 66210					INSURER(S) AFFORDING COVERAGE					NAIC#	
				License#: PC-1210733	INGLIDE					16535	
INSUR	ED			CROSCON-03						10000	
Non	nan Utilities Authority				INSURE						
	C W. Gray Street			2	INSURE						
Nor	nan , OK 73069				INSURE	RD:					
					INSURE	RE:					
<u> </u>					INSURE	RF:					
				NUMBER: 131122792				REVISION NUMBER:			
INE CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	QUIF	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	T TO V	VHICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	COMMERCIAL GENERAL LIABILITY			OCP950111200		11/1/2023	5/1/2025	EACH OCCURRENCE	\$ 1,000,	000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED	\$ 0		
	X Owner/Contractor							/ (telmoco (ca oddarionoc)	\$0		
	Protective Liab.								\$ O		
lt	GEN'L AGGREGATE LIMIT APPLIES PER:								\$ 2.000.	000	
lŀ	POLICY PRO-								\$ 2,000, \$ 0	000	
l ⊦	, /2=2h								<u> </u>		
┝─┼	OTHER:	_	$\vdash$					COMBINED SINGLE LIMIT	<u>*                                    </u>		
l ⊦	ANY AUTO							(Ea accident)	\$ \$	<del>.</del>	
l ⊦	OWNED SCHEDULED					!			<u>*</u>		
l ⊦	AUTOS ONLY AUTOS NON-OWNED										
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$		
$\vdash$									\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE :	\$		
	DED RETENTION\$								\$		
WORKERS COMPENSATION							PER OTH- STATUTE ER				
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE								E.L. EACH ACCIDENT	\$		
	OFFICER/MEMBEREXCLUDED? Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	<u> </u>		
	Tyes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	<u> </u>		
DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  RE: Norman WDF Dewatering Improvements, Project K-WW0326.  Designated contractor: Crossland Heavy Contractors, Inc.											
CED	APPTIFICATE (10) DED										
CER	TIFICATE HOLDER			1	CANC	ELLATION					
Norman Utilities Authority 201-C W. Gray Street						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Norman OK 73069				AUTHORIZED REPRESENTATIVE						
	1					Brenda Vinout					