

CONTRACT

THIS CONTRACT made and entered into this 15 day of August, 2024 (the "Effective Date"), by and between NORMAN UTILITIES AUTHORITY, a municipal corporation, hereinafter as the AUTHORITY, and Industrial Hydro Services, LLC, hereinafter as the CONTRACTOR.

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

**REMOVAL AND LAND APPLICATION OF LIQUID BIOSOLIDS**

Removal and land application of approximately 5.0 million gallons of liquid class "B" biosolids from the NW and NW Storm holding ponds as outlined and set out in the bidding documents and specifications which are incorporated herein by reference and made a part hereof; and

WHEREAS, the CONTRACTOR in response to said Solicitation for Bids, has submitted to the AUTHORITY in the manner and at the time specified, a sealed proposal in accordance with the terms of said bidding documents to specifications; and

WHEREAS, the AUTHORITY, in the manner provided by law, has, publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-named project, and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit: *Industrial Hydro Service (HIS) (\$303,000) at unit cost of \$0.061 per gallon.*

NOW, THEREFORE, for and in consideration of the mutual agreement and covenants herein contained, the parties to this AGREEMENT have agreed, and hereby agree, as follow:

1. CONTRACTOR shall, in a good and first-class, workmanlike 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 the bid proposal and specifications and this AGREEMENT and the following Contract Documents: Notice to Bidders, Instruction to Bidders, the Contractor's Bid or Proposal, Specifications, Provisions, and Bonds, and are all made a part of this AGREEMENT as fully as if the same were set out in full.
2. The AUTHORITY shall make payment to the contractor in the following manner: Upon 50% completion, as determined by the Project Manager, and upon completion and acceptance of the Project by the AUTHORITY, CONTRACTOR shall submit

an invoice requesting payment.. The City shall complete payment to CONTRACTOR within thirty (30) days of a proper invoice receipt.

3. The CONTRACTOR shall commence said work within fourteen (14) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within sixty (60) calendar days following receipt of NOTICE-TO-PROCEED.
4. Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax.
5. 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.
6. 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.
7. No provision of this AGREEMENT 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.
8. The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws and City of Norman ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work.
9. The CONTRACTOR and their Surety shall defend, indemnify, and save harmless the AUTHORITY and all its officers, agents, and employees against any claims or liabilities arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by themselves or their employees.
10. CONTRACTOR'S Indemnification

- A. The CONTRACTOR shall not commence work under this contract until they have obtained all insurance required under this AGREEMENT, and such insurance has been reviewed by the AUTHORITY, nor shall the CONTRACTOR allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and accepted.
  - B. The CONTRACTOR shall indemnify and hold harmless the AUTHORITY and its agents and employees from and against all claims, damages, losses and expenses; including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
  - C. In any and all claims against the AUTHORITY or any of its agents or employees, by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under Workmen's Compensation acts, disability benefit acts, or any other employee benefit acts.
11. If any provision of this AGREEMENT or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this AGREEMENT or the application of such provision, or portion thereof, and each provision of this AGREEMENT, shall be valid and enforceable to the fullest extent permitted by law.
12. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, sent by recognized overnight courier, or delivered personally to:

AUTHORITY: Norman Municipal Authority  
P.O. Box 370  
Norman, OK 73070  
Attn: Mayor Larry Heikkila  
With Copy to: Utilities Manager

CONTRACTOR: Industrial Hydro Services  
Att: Renè Maltais

P.O. Box 1564

Purcell, OK 73080

13. This AGREEMENT, along with any attachments and exhibits hereto, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this AGREEMENT supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein; and, unless otherwise stated, to the extent there is any conflict between this AGREEMENT and any other agreement (written or oral), the terms of this AGREEMENT shall control.
14. The Parties may execute this AGREEMENT in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
15. The signatories to this AGREEMENT warrant and represent that each is authorized to execute this AGREEMENT and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this AGREEMENT.
16. CONTRACTOR shall not assign or transfer this AGREEMENT, or any interest herein, without the prior written consent of AUTHORITY (which shall not be unreasonably withheld, conditioned or delayed), and AUTHORITY'S consent to an assignment shall not be deemed to be consent to any subsequent assignment.

[Signatures on following page]

IN WITNESS WHEREOF, NORMAN UTILITIES AUTHORITY and INDUSTRIAL HYDRO SERVICES, LLC have executed this AGREEMENT.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024

INDUSTRIAL HYDRO SERVICES, LLC

(Corporate Seal)  
(Where applicable)

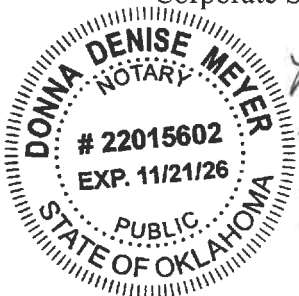
Industrial Hydro Services, LLC  
Principal

ATTEST:

Signed: Maggi Wagner  
Authorized Representative  
Member  
Title

\_\_\_\_\_  
Corporate Secretary (where applicable)

Address: PO Box 1564  
Purcell, OK 73080  
Telephone: 405 473-8556



*Maggi Wagner  
Signed in front of  
me 8-15-2024  
Donna Denise Meyer*

NORMAN UTILITIES AUTHORITY

Approved by the NORMAN UTILITIES AUTHORITY this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

Approved as to form and legality this 23 day of Aug, 2024.

[Signature]  
Authority Attorney

NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: CBB0065292

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

Daniel L. Somers

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.



NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 21st day of March, A.D. 2022, 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.



*Crystal Exp*

Notary Public  
My Commission Expires August 27, 2025  
Commission #13007877

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 Chandler.

Dated the 25<sup>th</sup> day of August, 2024



*R. Patrick Gilmore*

R. Patrick Gilmore, Secretary

## STATUTORY BOND

Know all men by these presents that Industrial Hydro Services, LLC, as PRINCIPAL, and National American Insurance Company, a corporation organized under the laws of the State of Oklahoma, 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 Three Hundred Thousand, Three Thousand & no/100 Dollars (\$303,000.<sup>00</sup>), 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:

### REMOVAL AND LAND APPLICATION OF LIQUID BIOSOLIDS NORMAN, OKLAHOMA

has entered into a written CONTRACT ( K-2425-35 ) with the AUTHORITY, dated August 15<sup>th</sup> 2024 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.

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 25<sup>th</sup> day of August, 2024, 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 25<sup>th</sup> day of August, 2024.

(Corporate Seal) (where applicable)

ATTEST

\_\_\_\_\_  
Corporate Secretary (where applicable)

Industrial Hydro Services, LLC  
PRINCIPAL

Signed: +

Rene Maltais  
Authorized Representative

Rene Maltais, member  
Name and Title

Address:

PO Box 1564  
Purcell, OK 73080

Telephone:

405.867.1293  
405.585.6887

(Corporate Seal)

ATTEST

\_\_\_\_\_  
Corporate Secretary

National American Insurance Company  
SURETY

Signed:

Daniel G. Somers  
Authorized Representative

Daniel G. Somers, Atty-In-Fact  
Name and Title

Address:

P.O. Box 788  
Lindsay, OK 73052

Telephone:

(405) 756-3526



**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 )§  
COUNTY OF McClain )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August,  
20 24, by Rene Maltuis of Industrial Hydro Services, LLC  
Name and Title  
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 15<sup>th</sup> day of August 20 24.

Tiffani Shebester  
Notary Public

My Commission Expires: 8-21-25



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

**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 23 day of Aug, 2024.

  
\_\_\_\_\_  
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

By: \_\_\_\_\_

Title: Chairman

\_\_\_\_\_  
Secretary

## PERFORMANCE BOND

Know all men by these presents that Industrial Hydro Services, LLC, as PRINCIPAL, and National American Insurance Company, a corporation organized under the laws of the State of Oklahoma, 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 Three-Hundred Thousand, Three Thousand & <sup>no</sup>/<sub>100</sub> Dollars (303,000.00), 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:

### REMOVAL AND LAND APPLICATION OF LIQUID BIOSOLIDS NORMAN, OKLAHOMA

has entered into a written CONTRACT (K2425-35) with the AUTHORITY, dated August 15<sup>th</sup>, 2024 for the erection and construction of this 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 15<sup>th</sup> day of August, 2024, 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 15<sup>th</sup> day of August, 2024.

(Corporate Seal) (where applicable)

ATTEST

\_\_\_\_\_  
Corporate Secretary (where applicable)

Industrial Hydro Services, LLC  
PRINCIPAL

Signed:

Rene Maltais  
Authorized Representative

Rene Maltais, member  
Name and Title

Address:

PO Box 1564  
Purcell, OK 73080

Telephone:

405-867-1293  
405-535-6887

(Corporate Seal)

ATTEST

\_\_\_\_\_  
Corporate Secretary

National American Insurance Company  
SURETY

Signed:

Daniel L. Somers  
Authorized Representative

Daniel L. Somers, Atty-In-Fact  
Name and Title

Address:

P.O. Box 788  
Lindsay, OK 73052

Telephone:

(405) 756-3226

**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
COUNTY OF McCain )§

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August,  
20 24, by Reni Maltais of Industrial Hydro Services, LLC  
Name and Title  
a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 15<sup>th</sup> day of August, 2024.  
Tiffani Shebester  
Notary Public

My Commission Expires: 8/21/25



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

**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 23 day of Aug, 2024.

  
\_\_\_\_\_  
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

By: \_\_\_\_\_

Title: Chairman

\_\_\_\_\_

Secretary