WTP Work

AGREEMENT

Near Final Draft

DOCUMENT 00 50 00 – AGREEMENT

This agreement made and entered into this _____ day of _____, 2021 by and between City of Clinton, Oklahoma doing business in Oklahoma (hereinafter referred to as "OWNER") and Fab Tech Wastewater Solutions, LLC, a corporation organized and existing under the laws of the State of Missouri and authorized to do business in the State of Oklahoma, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:
That for and in considerations set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

A. GENERAL PROVISIONS

1. Purpose: The purpose of this agreement is for rehab work related to the Filter Distribution Box and Clarifier Bearings by CONTRACTOR, as may be awarded by the OWNER. OWNER will provide the access to the required facilities.
2. Duration of agreement: The contract time will commence with the issuance of the notice to proceed which will be issued within the time window indicated on the bid form.
   a.) The work shall be completed as follows:
      1. Bid Item No. 1 – Filter Distribution Box Rehab – work shall be substantially complete with the filter back in operation, including reinstallation of all existing components required for operation, by March 1st, 2021. This shall be inclusive of Add Alternative No. 1 and Add Alternative No. 2.
      2. Bid Item No. 2 – Clarifier Bearing Rehab – work shall be substantially complete within 120 calendar days with final completion 30 calendar days thereafter.
   b.) The CONTRACTOR agrees to allow the OWNER to deduct from progress payments and retention to pay to the OWNER as liquidated damages, and not as a penalty, the amount of **Five Hundred** Dollars and No/Cents ($500) for each day that expires after the Contract Time specified above for Substantial Completion until the work is Substantially Complete.

B. RESPONSIBILITY OF OWNER

1. OWNER will provide access to the Clinton Lake Water Treatment Plant.
2. OWNER shall provide CONTRACTOR access during the times set forth below:
   a.) Daily: 7 AM through 7 PM
3. Contractor shall have the all processes fully function and ready for continued service prior to substantial completion.

C. RESPONSIBILITY OF CONTRACTOR

1. CONTRACTOR's duties: CONTRACTOR shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment, and facilities to carry out the intent of this agreement. CONTRACTOR shall comply with all laws, rules, and regulations of any Federal, State or local jurisdiction relating to its duties under this agreement as same now exists or as they may be in the future.
2. CONTRACTOR shall provide OWNER with all information requested by the OWNER relating to its proposed methods and operations of demolition, including a project schedule and containment plan for lead paint.
3. CONTRACTOR shall be responsible for maintaining the staging area at the site in a clean and neat manner and shall promptly, at time of occurrence, clean up any spills at the location of the spill. CONTRACTOR shall be solely responsible for any spills in transit or at the application site and shall promptly, at time of occurrence, clean up any such spills
4. CONTRACTOR shall provide all equipment and personnel required to perform the work. CONTRACTOR shall comply with all Federal, State and local laws relating to transportation and application of paint, as well as local traffic laws and shall adhere to the directions of the OWNER in operating vehicles at said project site. All equipment will be maintained in leak proof and spill proof condition.
5. CONTRACTOR shall be familiar with State/Federal rules and regulations governing the removal of paint containing lead and protecting the surrounding environment.
6. CONTRACTOR shall apply for all necessary permits associated with the project and shall develop all reporting required for compliance
7. CONTRACTOR will maintain his equipment at his own expense and shall keep it in good condition. OWNER's facilities shall not be used by CONTRACTOR for private use or the storage of CONTRACTOR's equipment. Disabled equipment shall be repaired or removed accordingly from OWNER's property in a timely manner.
8. CONTRACTOR shall designate an administrator of this agreement, as well as up-to-date address and telephone number. CONTRACTOR shall also designate an on-site supervisor for the project and provide up-to date contact information for that on-site supervisor.
9. In the event adverse weather conditions make application impossible or disrupts application, the CONTRACTOR shall be available to commence or continue application as soon as weather conditions permit.
10. CONTRACTOR shall be responsible for ensuring site safety shall coordinate operations with the Owners site security operations.
11. CONTRACTOR will be obligated to work with OWNER and any other on-site vendors.

12. CONTRACTOR shall obtain and maintain all necessary Federal, State, and Local permitting, including, but not limited to, e-verify, safety training, and occupation licensing for the City of Clinton.

D. OTHER PROVISIONS

1. Governing Law: This Contract shall be governed by the laws of the State of Oklahoma and the parties agree that the proper venue for any legal action instituted in relation to this Agreement shall be in Washita County, Oklahoma.
2. Hold Harmless: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the OWNER, its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of OWNER or any of its agents or employees.
3. Insurance:
    a.) CONTRACTOR shall purchase and maintain the following insurance, at CONTRACTOR'S expense:
        1. Commercial General Liability Insurance with a minimum limit of $1,000,000 each occurrence / $2,000,000 general aggregate written on an occurrence bases.
        2. Comprehensive Business Automobile Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of $1,000,000 minimum.
        3. Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of $1,000,000 per accident.
    b.) CONTRACTOR shall make OWNER an additional insured on each policy of insurance that CONTRACTOR is required to maintain under the contract documents. Similarly, CONTRACTOR shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance polices shall be endorsed to name the same additional insureds as required of CONTRACTOR. Each additional

insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. All completed operations coverages shall be maintained by CONTRACTOR and its subcontractors or suppliers for five (5) years following the completion of the Work. Any coverage available to OWNER as a named insured shall be secondary, so that the coverage to the OWNER as an additional insured on the policies maintained by CONTRACTOR and subcontractors is primary. OWNER reserves the right to selectively trigger any one or more insurance policies that afford OWNER coverage, whether as a named insured or as an additional insured. CONTRACTOR agrees that OWNER shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CONTRACTOR or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, CONTRACTOR shall provide OWNER certificates of insurance evidencing the required coverages. OWNER's receipt or review of any certificate of insurance reflecting that CONTRACTOR or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any coverage, responsibility, or related responsibility of CONTRACTOR or one of its subcontractor or suppliers.

c.) OWNER's insurance rights under the contract documents, with all such rights being fully and completely reserved by the OWNER.

4. No provision of this agreement shall constitute a waiver of the OWNER's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.
5. Provided OWNER has paid CONTRACTOR all sums then earned by and payable to CONTRACTOR under this Contract (exclusive of any retention amounts properly withheld under the terms of this Contract), CONTRACTOR shall indemnify and hold OWNER harmless from all suits, claims, damages, costs, expenses and fees (including attorneys' fees and litigation or mediation costs), actual or threatened, arising out of or related to any action actually filed or threatened by supplier or subcontractor, directly or indirectly, of CONTRACTOR, or by any agent or employee of any of them, stemming from any labor, materials or work furnished by that claimant for CONTRACTOR or any supplier or subcontractor, directly or indirectly, of CONTRACTOR. OWNER may investigate and, in OWNER's sole discretion, reach a good faith settlement of each such cause of action, and in such event, the foregoing

indemnity and hold harmless provisions shall extend to the settlement amount paid by the OWNER to the claimant to settle the claim. Any amounts due or to become due OWNER under this paragraph shall be automatically credited against any amounts otherwise to be paid to CONTRACTOR under the contract documents. In the alternative to settling an actual or threatened claim directly with the claimant, OWNER may issue a check payable jointly to the CONTRACTOR and the claimant for the amount determined by the OWNER in good faith to be paid to settle the claim in which case the amount of the joint check shall be credited against the contract price.

6. CONTRACTOR is not an employee: It is understood and agreed the CONTRACTOR is performing under this agreement as an independent CONTRACTOR and is not an employee of the OWNER, nor its employees, officers and agents. CONTRACTOR shall timely pay all Federal and State employment taxes and insurance on its own employees and officers.
7. CONTRACTOR shall timely pay all obligations it incurs in the performance of this agreement and shall not allow any liens to be placed against OWNER or its property, against CONTRACTOR or its property.
8. Patents: CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including it use by the OWNER in this respect. The CONTRACTOR shall defend all suits and claims for infringement of any patent or license rights.
9. Assignment: This agreement is solely with CONTRACTOR based on its reputation and past performance and as such no sale, assignment, transfer, or conveyance of same, in whole or in part, shall be permitted without written consent to same by OWNER. Any attempt to sell, assign, transfer, or convey the agreement without consent of OWNER shall be a breach of this agreement by CONTRACTOR.
10. Breach of contract and remedies: Any failure of CONTRACTOR to perform his duties and responsibilities under any clause of this agreement shall constitute a material breach of contract and OWNER may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by OWNER to proceed with action following a breach shall not be deemed to be a waiver of same. In addition to the foregoing remedies, OWNER may elect to terminate this agreement upon 10 days written notice for breach of any of its terms by CONTRACTOR unless the defect or non-performance is remedied by CONTRACTOR.
11. Destruction of premises: In the event of total or partial destruction of OWNER's water tower by fire, windstorm, or other casualty, making it

impossible for OWNER to perform hereunder, the provisions of this agreement shall terminate.

12. Any written notice shall be given by either party by certified mail, addresses to said party, with sufficient postage and addressed as follows:

OWNER:
City of Clinton
P.O. Box 1177/415 Gary Boulevard
Clinton, OK 73601

By: _____
Date: _____
Attest: _____
By: _____

CONTRACTOR:
Fab Tech Wastewater Solutions LLC
24211 NW Service Road
Warrenton, Mo 63383

By: Jim Allmon
Date: 12/17/2020
Attest:
By: DAVID Humphrour

Note: "Substantial Completion" to be defined as determined by Owner

DocuSign Envelope ID: F519D33D-37EC-4466-9C91-8C860E1899D6

EMC | Employers Mutual Casualty Company

717 Mulberry St., Des Moines, IA 50309-3872

Bond No. S021138

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Fabtech Waste Water Solutions LLC

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of Missouri (hereinafter called "Surety"), as Surety, are held and firmly bound unto the City of Clinton Oklahoma

(hereinafter called "Obligee"), in the penal sum of Two Hundred Eighty Two Thousand One Hundred Seventy DOLLARS, ($ 282,170.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 17th day of December , 20 20 , providing for the construction or supply of, Filter Distribution Box Rehab & Clarifier Rehab Lake Clinton Water Treatment Plant

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, IF the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED and sealed this 17th day of December , 20 20 .

WITNESS.

(If Individual or Firm)

ATTEST:

(If Corporation)

Roger Roderick

DocuSigned by: By: Roger Roderick D8449F0D2F3647D...

Principal [Seal] 12/17/2020

Employers Mutual Casualty Company

DocuSigned by: By: Jeff Hug F37A7831B80442C...

Surety 12/17/2020

Jeffrey S. Hug, Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

7067(11-13)

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EMC | Employers Mutual Casualty Company
717 Mulberry St., Des Moines, IA 50309-3872

Bond No. S021138

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Fabtech Waste Water Solutions LLC

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA, and authorized to transact business in the State of Missouri as Surety, are held and firmly bound unto

City of Clinton Oklahoma

(hereinafter called "Obligee"), in the penal sum of Two Hundred Eighty Two Thousand One Hundred Seventy

DOLLARS ($ 282,170.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 17th day of December , 20 20 .

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 17 day of December , 20 20 , providing for the construction or supply of,

Filter Distribution Box Rehab & Clarifier Rehab Lake Clinton Water Treatment Plant.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept. done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

WITNESS:

(If Individual or Firm)

ATTEST:

(If Corporation)

Roger Roderick

DocuSigned by: Roger Roderick
Roderick 0B249F0D2F3647D...

Principal 12/17/2020 [Seal]

Employers Mutual Casualty Company

DocuSigned by: Jeff Hug
Jeffrey 3442C...

Surety 12/17/2020 [Seal]

Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

7066(11-13)

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JEFFREY S. HUG

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S021138	Fab Tech Wastewater Solutions, LLC	City of Clinton, Oklahoma

In an amount not exceeding Six Million Dollars $6,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

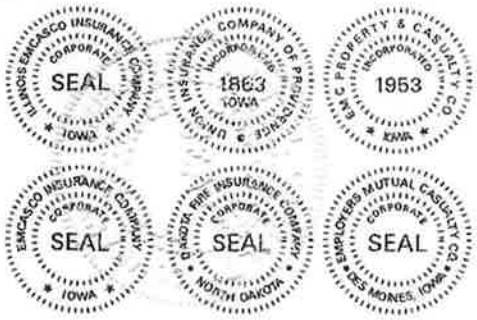
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Seals





Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of December , 2020 .

Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Concepts of St. Louis, Inc
1068 Bryan Rd
Ofallon MO 63366

CONTACT NAME: Jeff Hug
PHONE (A/C, No, Ext): (636) 978-1595 **FAX (A/C, No):**
E-MAIL ADDRESS: jeffhug@hotmail.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Vela Insurance Services A+	10833
INSURER B:	Nationwide Insurance A+	23787
INSURER C:	National Union Fire Insurance Company A	19445
INSURER D:	Berkley Net Underwriters A+	32603
INSURER E:		
INSURER F:		

INSURED
FabTech Waste Water Solutions LLC
24211 NW Service Rd
Warrenton MO 63383

COVERAGES **CERTIFICATE NUMBER:** CL2052705805 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	VGGP005054	05/28/2020	05/28/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	ACP3009668859	05/28/2020	05/28/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	SCN32146920A	05/28/2020	05/28/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
							Prod/Completed Agg	$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNUWC0136985	06/17/2020	06/17/2021	[X] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Rented/Leased Equipment			ACP3009668859	05/28/2020	05/28/2021	Limit	250,000
							Deductible	500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Clinton Oklahoma
PO Box 1177/415 Gary Blvd
Clinton OK 73601

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Hug

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1. Deliver to the Owner four fully executed counterparts of the Contract Documents. Each of the counterparts must bear your signature where indicated on DOCUMENT 005000 – AGREEMENT. Deliver with the executed Agreement the Contract security (Bonds) as specified in the Instructions to Bidders, and General Conditions as applicable. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.
2. Within approximately 10 days after you comply with the above conditions, Owner will return to you one fully signed counterparts of the Agreement with the Contract Documents attached. You are required to return an acknowledgement copy of this Notice of Award to the Owner.

Dated this 16th day of December, 2020.

OWNER

CITY OF CLINTON, OKLAHOMA

By Robert B. Johnston, ICMA-CM

Title City Manager

Date 12/16/2020

ACCEPTANCE OF AWARD

CONTRACTOR

FAB TECH WASTEWATER SOLUTIONS, LLC

By Jim Ulrey

Title Project Manager

Date December 17 2020

END OF SECTION 00 51 00