

CHICKASHA MUNICIPAL AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
NOVEMBER 18, 2024

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

1. **Call to Order / Roll Call.**
2. **Consent Docket:**
 - a. Acceptance of the Minutes of the November 4, 2024, regular meeting.
 - b. Acceptance of the Claims List.
 - c. Acceptance of the Financials for October 2024.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**

- a. Discussion, consideration, and possible action to approve a contract with Matthews Trenching Co., Inc. for CMA-2407 - Emergency Waterline Repair/Replacement Stillwater Central Railroad at Chickasha Water Treatment Plant in the amount of \$282,950.00.

5. Motion for Adjournment.

CHICKASHA

Meeting Type: CMA Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the November 4, 2024, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Susan M. McDaniel, CMC

Meeting Date:

November 18, 2024

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:

1. CMA 11-4-2024

November 4, 2024

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 4th day of November 2024 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Grayson called the meeting to order at 7:26 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Zachary Grayson, Chairman
Georgianne Hebblethwaite, Vice Chairman
Oscar Nelson
Kea Ginn
John P. Smith
Erica Alexander
Charlie Burruss
Brian Gerdes

ABSENT:

Kelly Boyd

STAFF

PRESENT:

Keith Johnson, City Manager
Amanda Mullins, City Attorney
Rachel Bernish, Asst. City Manager
Susan M. McDaniel, City Clerk
Chief Music, Police Dept.
Darren Martin, Chief Building Inspector
Tony Samaniego, Fire Chief
Jim Crosby, Public Works Director
Elaine Jensen, Finance Director
Spencer Winzenried, Parks & Rec Director
Lillie Huckaby, Library Director
Edward Perz, Emergency Management Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2c.

ITEM 2a.

Acceptance of the Minutes of October 21, 2024, regular meeting.

ITEM 2b.

Acceptance of the meeting dates and employee holidays for the calendar year 2025 for the Chickasha City Council, Chickasha

**Municipal Authority, Chickasha Municipal Airport Authority,
and various Boards, Commissions, and Committees.**

ITEM 2c. Acceptance of the Claims List.

*Motion by Trustee Alexander, second by Trustee Hebblethwaite to approve Items 2a – 2c.

Roll call vote:

Ayes:” Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes,
and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 8-0

ITEM 3. Discussion / Approval of Items Removed from Consent Docket:

No action taken on Item 3.

ITEM 4. Discussion and Consideration Items:

ITEM 4a Discussion, consideration, and possible action to award bid CMA-2401 – Water Main Construction – Ada Sipuel Avenue at Union Pacific Railroad to Bear Creek Construction of Clinton, Oklahoma for an amount not to exceed \$480,071.00.

*Motion by Trustee Nelson, second by Trustee Ginn to award bid CMA-2401 – Water Main Construction – Ada Sipuel Avenue at Union Pacific Railroad to Bear Creek Construction of Clinton, Oklahoma for an amount not to exceed \$480,071.00.

Roll call vote:

Ayes:” Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes,
and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 8-0

ITEM 4b Discussion, consideration, and possible action to authorize the 2” overlay (Type B asphalt) on Country Club East of Railroad Tracks to Sooner Road for an amount not to exceed \$97,790.00 as per Interlocal Agreement with Grady County District #2.

*Motion by Trustee Smith, second by Trustee Ginn to authorize the 2” overlay (Type B asphalt) on Country Club East of Railroad Tracks to Sooner Road for an amount not to exceed \$97,790.00 as per Interlocal Agreement with Grady County District #2.

Roll call vote:

TIME 7:26 P.M.

Ayes:” Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes, and Grayson.
“Nays:” None
“Abstain:” None
Motion carried. 8-0

ITEM 4c Discussion, consideration, and possible action to approve Road Striping project in the amount of \$47,599.98 using State Contract SW 776 – Action Safety Supply Co., LLC.

*Motion by Trustee Alexander, second by Trustee Hebblethwaite to approve Road Striping project in the amount of \$47,599.98 using State Contract SW 776 – Action Safety Supply Co., LLC.

Roll call vote:

Ayes:” Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes, and Grayson.
“Nays:” None
“Abstain:” None
Motion carried. 8-0

ITEM 4d Discussion, consideration, and possible action to award Bid CMA-2407 – Emergency Waterline Repair/Replacement – Stillwater Central Railroad at Chickasha Water Treatment Plant to Matthews Trenching Co., Inc. in the amount of \$282,950.00.

*Motion by Trustee Hebblethwaite, second by Trustee Nelson to award Bid CMA-2407 – Emergency Waterline Repair/Replacement – Stillwater Central Railroad at Chickasha Water Treatment Plant to Matthews Trenching Co., Inc. in the amount of \$282,950.00. `

Roll call vote:

Ayes:” Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes, and Grayson.
“Nays:” None
“Abstain:” None
Motion carried. 8-0

Motion to Adjourn.

*Motion by Trustee Alexander, second by Trustee Hebblethwaite to adjourn.

Meeting adjourned.

TIME: 7:34 PM

Chickasha Municipal Authority Meeting 11-4-2024
TIME 7:26 P.M.

Approved this 18th day of November 2024.

Zachary Grayson, Chairman

Susan M. McDaniel, CMC – City Clerk

(ATTEST)

CHICKASHA

Meeting Type: CMA Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:
NAME, TITLE

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
November 18, 2024

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of the Financials for October 2024.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
November 18, 2024

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Public Works

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve a contract with Matthews Trenching Co., Inc. for CMA-2407 - Emergency Waterline Repair/Replacement Stillwater Central Railroad at Chickasha Water Treatment Plant in the amount of \$282,950.00.

I. BACKGROUND/DESCRIPTION:

Solicitation of Emergency repairs was authorized on October 28, 2024, and awarded on November 4, 2024. The contract is now being presented for approval.

II. RECOMMENDED ACTION:

Approve contract with Matthews Trenching Co., Inc. for CMA-2407 - Emergency Waterline Repair/Replacement Stillwater Central Railroad at Chickasha Water Treatment Plant in the amount of \$282,950.00 and authorize the Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(From)		

V. ATTACHMENTS:

1. Contract CMA-2407 - Emergency Waterline Repair Replacement Stillwater Central Railroad at Chickasha Water Treatment Plant

Chickasha Municipal Authority
117 North 4th Street
Chickasha, Ok 73018

NOTICE OF AWARD

DATE: November 6, 2024

TO: Matthews Trenching Co., Inc.
PO Box 15479.
Oklahoma City, Ok 73155-5479

PROJECT DESCRIPTION: CMA-2407
EMERGENCY WATERLINE REPAIR/REPLACEMENT
STILLWATER CENTRAL RAILROAD
AT CHICKASHA WATER TREATMENT PLANT

The Chickasha Municipal Authority, hereinafter referred to as OWNER, has considered your bid submitted for the noted project in response to its bid opening on the 31st day of October 2024.

You are hereby notified that your Bid for the noted work was accepted, in the amount of \$282,950.00, by the Owner on the 5th day of November 2024.

You are required to execute the Agreement and furnish the required bonds and certificates of insurance within ten (10) business days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said bonds and certificates of insurance within ten (10) business days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your bid bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE to the OWNER.

Dated this 6th day of November 2024.

CHICKASHA MUNICIPAL AUTHORITY

James D. Crosby
Jim Crosby
Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE is hereby acknowledged by:

[Signature] this the 11 day of November, 2024
(Contractor)

By: _____, Title: President
(Signature)

AGREEMENT
(CONTRACT)

Chickasha Municipal Authority
RFP CMA-2407
EMERGENCY WATERLINE REPAIR/REPLACEMENT
STILLWATER CENTRAL RAILROAD AT CHICKASHA WATER TREATMENT PLANT

THIS AGREEMENT is dated as of the 5th day of November, in the year of 2024, by and between the CHICKASHA MUNICIPAL AUTHORITY, hereinafter referred to as OWNER, and Matthews Trenching Co., Inc., hereinafter referred to as the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

RFP CMA-2407 EMERGENCY WATERLINE REPAIR/REPLACEMENT, STILLWATER CENTRAL RAILROAD AT CHICKASHA WATER TREATMENT PLANT

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed immediately.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not substantially complete within the time specified in 2.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the contract documents in current funds as follows:

Two Hundred Eighty-Two Thousand Nine Hundred Fifty & 00/100 Dollars.
(\$282,950.00)

ARTICLE 4. PAYMENT PROCEDURES

4.1 CONTRACTOR may submit an invoice or application for payment on a monthly basis at any time prior to completion of the work. All payments made by the Owner are subject to procedures established by the Owner to authorize payment at its regularly scheduled meetings. The Owner regularly scheduled meetings are held on the 1st and 3rd Monday of each month. Invoice or application for payment must be received in the Public Works Department office no less than fifteen (15) business days prior to the regular meeting at which authorization for payment is to be requested.

4.2 Final Payment. Upon final completion and acceptance of the work, including all submittals, OWNER shall pay the remainder of the contract price, subject to the procedures noted in paragraph 4.1 above.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

5.2 CONTRACTOR has given the Owner written notice of all conflicts, errors, discrepancies or omissions that he has discovered in the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made a part hereof, and consists of the following:

- 6.1 This agreement (pages 1 to 3 inclusive).
- 6.2 Exhibits to this agreement (pages N/A to inclusive).
- 6.3 Performance and other bonds, consisting of 4 pages.
- 6.4 Notice of Award.
- 6.5 Specifications bearing the title: RFP CMA-2407 EMERGENCY WATERLINE REPAIR/REPLACEMENT, STILLWATER CENTRAL RAILROAD AT CHICKASHA WATER TREATMENT PLANT.
- 6.6 Addenda numbers N/A to , inclusive.
- 6.7 CONTRACTOR'S bid (pages 1 to 1, inclusive).
- 6.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to inclusive).
- 6.9 Any modification, including change orders, duly delivered after execution of agreement.

There are no contract documents other than those listed above in Article 6.

The contract documents may only be altered, amended, or repealed by written and approved change order.

ARTICLE 7. MISCELLANEOUS

7.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment. No assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the contract documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective the 5th day of November 2024.

OWNER:
CHICKASHA MUNICIPAL AUTHORITY

CONTRACTOR:

Matthews Trenching Co., Inc.

By: _____
Chairman

By: _____
Signature & Title

CORPORATE SEAL
Attest:

CORPORATE SEAL
Attest:



By: _____

By: Tracey King

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Chickasha Municipal Authority

Matthews Trenching Co., Inc.

ATTN: General Manager

[Signature]

117 North 4th Street

PO Box 15479

Chickasha, OK 73018

Oklahoma City, Ok 73155-5479

Phone: 405-222-6086

Phone: 405-677-4525

Fax: 405-222-6084

Fax: 405-677-4835

keith.johnson@chickasha.org

Email: Jallison@mtciokc.com

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

Matthews Trenching Co., Inc., as Principal,
and Fidelity and Deposit Company of Maryland, a corporation
organized under the laws of the State of Illinois, as Surety, are held and firmly bound unto
the Chickasha Municipal Authority, in the penal sum of Two Hundred Eighty-Two Thousand Nine Hundred
Fifty & 00/100 Dollars (\$282,950.00) in lawful money of the United States of America, for the payment of
which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators,
trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with
the Chickasha Municipal Authority, dated November 5, 2024, for the RFP CMA-2407 Emergency
Waterline Repair/Replacement Project, Stillwater Central Railroad at Chickasha Water Treatment Plant in
Chickasha, Oklahoma (PROJECT) all in compliance with the specifications therefore, made a part of said
Contract and on file in the office of the City Clerk, City of Chickasha, Oklahoma.

NOW THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide
by said Contract and each and every covenant, condition, and part thereof, and shall fulfill all obligations
resting upon said Principal by the terms of said Contract and said specifications, and if said Principal shall
protect and save harmless said Chickasha Municipal Authority from any pecuniary loss resulting from the
reach of any of the items, covenants and conditions of said Contract resting upon said Principal, then this
obligation shall be null and void, otherwise to be and retain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alternations 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.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its
corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these
presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly
authorized so to do, the day and year set forth below.

Dated this 7th day of November, 20 24

Matthews Trenching Co., Inc.

Principal

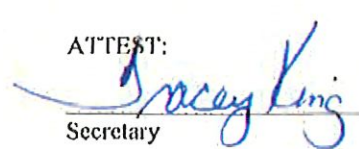


By: 

Fidelity and Deposit Company of Maryland

Surety

ATTEST:


Secretary

ATTEST:



By: 

Carey L. Kennemer, Attorney-in-fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Matthews Trenching Co., Inc., as Principal,
and Fidelity and Deposit Company of Maryland as
Surety, are held firmly bound unto the Chickasha Municipal Authority in the sum of
Two Hundred Eighty-Two Thousand Nine Hundred Fifty & 00/100 DOLLARS (\$282,950.00), for the
payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and
assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 7th day of November, 2024

The conditions of this obligation are such, that whereas, the above Bonded Principal Matthews Trenching Co., Inc. is the lowest and best bidder for the making of the following work and improvements, viz:

RFP CMA-2407 Emergency Waterline Repair/Replacement Project, Stillwater Central Railroad at Chickasha Water Treatment Plant in Chickasha, Oklahoma (Project)

and has entered into a certain written contract with the Chickasha Municipal Authority on the 5th day of November 2024, for the construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Chickasha.

NOW, THEREFORE, if said principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with this Owner 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, 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, for the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Tracy King
Secretary

Matthews Trenching Co., Inc.
Principal
By: [Signature]
Fidelity and Deposit Company of Maryland
Surety

By: Carey L. Kennemer
Carey L. Kennemer, Attorney-in-fact

ATTEST:

Becky Kellum

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Matthews Trenching Co., Inc. as Principal,
and Fidelity and Deposit Company of Maryland, as Surety, are
held and firmly bound into the CHICKASHA MUNICIPAL AUTHORITY, a Municipal Trust in
the State of Oklahoma, in the full and just sum of
Two Hundred Eighty-Two Thousand Nine Hundred Fifty & 00/100 DOLLARS (\$282,950.00)
such sum being equal to the contract price for the payment of which, well and truly to be made,
we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors
and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Principal, has by certain contract
between Matthews Trenching Co., Inc. and the CHICKASHA MUNICIPAL AUTHORITY dated
this 5th day of November 2024, agreed to perform for the Chickasha Municipal Authority, RFP
CMA-2407 Emergency Waterline Repair/Replacement Project, Stillwater Central Railroad at Chickasha
Water Treatment Plant in compliance with the specifications therefore, made part of said contract
and on file in the office of the City Clerk of the City of Chickasha; and to maintain the said
improvement in the amounts set forth above against any failure due to workmanship or material
for a period of ONE year from the date of acceptance of the work by the Chickasha Municipal
Authority.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the Chickasha Municipal
Authority all damages, loss and expense, which may result by reason of defective materials and/or
workmanship in connection with said work, occurring within a period of ONE year from and after
acceptance of said project by the OWNER; and if Principal shall save and hold harmless the
OWNER from all damages, loss and expense occasioned by or resulting from any failure
whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain
in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said
improvements against any failure due to defective workmanship and/or material for a period of
ONE year and at any time repairs shall be necessary, that the cost of making said repairs shall be
determined by the Chickasha Municipal Authority or some person(s) designated by them to
ascertain the same; and if, upon thirty (30) days' notice, the said amount ascertained shall not be
paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount
shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the
amount so determined in any court of competent jurisdiction; and that the amount so determined
shall be conclusive upon the parties as to the amount due on this bond for the repair(s) included
therein, and that the cost of all repairs shall be so determined from time-to-time during the life of
this bond as the conditions of the improvements may require.

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 obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Tracey King
Secretary

Matthews Trenching Co., Inc.

Principal

By:

[Signature]



Fidelity and Deposit Company of Maryland

Surety

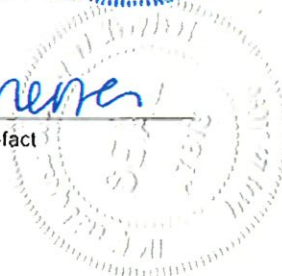
ATTEST:

Becky Kellma

By:

Carey L. Kennemer

Carey L. Kennemer, Attorney-in-fact



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-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 attorneys-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 or 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 seals of the said Companies, this 7th day of November, 2024.



A handwritten signature in blue ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan

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

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

1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com

800-626-4577

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

**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 to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, 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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY 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.

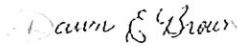
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 04th day of January, A.D. 2024.



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


By: Robert D. Murray
Vice President

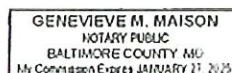

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 04th day of January, A.D. 2024, 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, depose 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 Seal the day and year first above written.

Genevieve M. Maison



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



MATTRE-01

SSCHWAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

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 Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114		CONTACT Shelia Schwarz NAME: PHONE (A/C, No, Ext): (405) 463-7510 E-MAIL ADDRESS: sschwarz@rcins.com FAX (A/C, No):	
INSURED Matthews Trenching Co, Inc. PO Box 15479 Oklahoma City, OK 73155		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO GENERAL INS CORP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20095	

COVERAGES

CERTIFICATE NUMBER:

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/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		CLP3743461	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00 MED EXP (Any one person) \$ 10,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CAP3741993	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC3741992	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00

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

CMA-2407 Emergency Waterline Repair/Replacement
Stillwater Central Railroad
At Chickasha Water Treatment Plant

CERTIFICATE HOLDER

CANCELLATION

Chickasha Municipal Authority
117 North 4th Street
Chickasha, OK 73018

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

ACORD 25 (2016/03)

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