

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not necessary accommodation.

## **DURANT CITY UTILITIES AUTHORITY**

**6:00 PM**

**Roscoe J. Hatfield  
Council Chambers  
300 West Evergreen  
Durant, Oklahoma  
AGENDA**

**April 14, 2026**

### **CALL TO ORDER**

### **ROLL CALL**

### **ORDER OF BUSINESS**

#### **1. Consent Items**

*To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.*

- a. Consider Approval of Regular Meeting Minutes of March 10, 2026
- b. Consider Approval of Special Called Meeting Minutes of March 13, 2026

#### **2. Consider Items Removed from Consent**

#### **3. Information Items**

#### **4. Administration**

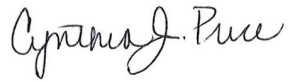
- a. Consider Approval of Agreement Between Durant City Utilities Authority (DCUA) and Drake General Contractors LLC for Construction Contract (Stipulated Price) for Wastewater Treatment Plant Improvements
- b. 1) Consider Award of Bid for Oil and Gas Mining Leases for 34.99 Acres;  
2) Consider Approval of Contract for Oil and Gas Mining Leases for 34.99 Acres.

**5. New Business**

**ADJOURNMENT**

**CERTIFICATE**

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 18th day of November 2025 and that an agenda of said meeting was posted at the place of such meeting at 2:20 p.m. on the 10th day of April 2026.



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Cynthia J. Price, City of Durant



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 4/14/2026  
**To:** Mayor and City Council  
**From:** Cynthia Price, City Clerk  
**Re:** Consider Approval of Regular Meeting Minutes of March 10, 2026

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### **Council Information / Action Requested**

Approval of Regular Meeting Minutes of March 10, 2026

**City Staff Information / Action Follow-up, if Council authorizes this action:**

### **ATTACHMENTS:**

1. Durant City Utilities Authority Minutes 03102026 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 18th day of November 2025 and that an agenda of said meeting was posted at the place of such meeting at 4:35 p.m. on the 6th day of March 2026.



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Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY UTILITIES AUTHORITY  
March 10, 2026 AT 6:00 PM  
Roscoe J. Hatfield Council Chambers  
300 West Evergreen  
Durant, Oklahoma**

**CALL TO ORDER**

Chairman Tucker called the meeting to order at 7:12 p.m.

**ROLL CALL**

Present:

Trustee Humphrey Miller  
Trustee Clint Morrison  
Trustee Danny Sherrer  
Vice Chairman Mike Simulescu  
Chairman Martin Tucker  
City Attorney Doug Elliott  
City Manager Pam Polk  
City Clerk Cynthia J. Price

Absent:

None

**ORDER OF BUSINESS**

**1. Consent Items**

*To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.*

- a. Consider Approval of Regular Meeting Minutes of February 10, 2026

Motion To: Consider Approval of Consent Item as Presented

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Miller, Morrison, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

**2. Consider Items Removed from Consent**

**3. Information Items**

**4. Administration**

- a. Consider Approval of Change Order #1 on The Manhole Rehabilitation Project in the Decreased Amount of \$145,922.50

Motion To: Approve Change Order #1 on the Manhole Rehabilitation Project in the Decreased Amount of \$145,922.50

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Miller, Morrison, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Consider Approval of Final Payment Application #14 For the Manhole Rehabilitation Project in the Amount of \$126,858.80

Motion To: Approve Final Payment Application #14 for the Manhole Rehabilitation Project in the Amount of \$126,858.80

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Miller, Morrison, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

**5. New Business**

There was no new business.

## **ADJOURNMENT**

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Morrison, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 4/14/2026  
**To:** Mayor and City Council  
**From:** Cynthia Price, City Clerk  
**Re:** Consider Approval of Special Called Meeting Minutes of March 13, 2026

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### **Council Information / Action Requested**

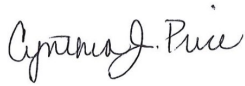
Approval of Special Called Meeting Minutes of March 13, 2026

### **City Staff Information / Action Follow-up, if Council authorizes this action:**

#### **ATTACHMENTS:**

1. Special Called Durant City Utilities Authority Minutes 03132026 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 10th day of March 2026 and that an agenda of said meeting was posted at the place of such meeting at 10:15 a.m. on the 12th day of March 2026.



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Cynthia J. Price, City of Durant

**MINUTES OF THE SPECIAL CALLED MEETING OF DURANT CITY UTILITIES AUTHORITY  
March 13, 2026 AT 1:00 PM  
Roscoe J. Hatfield Council Chambers  
300 West Evergreen  
Durant, Oklahoma**

**CALL TO ORDER**

Chairman Tucker called the meeting to order at 1:00 p.m.

**ROLL CALL**

Present:

Trustee Humphrey Miller  
Trustee Clint Morrison  
Trustee Danny Sherrer  
Vice Chairman Mike Simulescu  
Chairman Martin Tucker  
City Attorney Doug Elliott  
City Manager Pam Polk  
City Clerk Cynthia J. Price

Absent:

None

**ORDER OF BUSINESS**

**1. Administration**

- a. 1) Consider Award of Bid for Wastewater Treatment Plant Rehabilitation Project to Drake General Contractors, LLC, in the Amount of \$31,377,000.00;
- 2) Consider Approval of Notice of Award.

Motion To: Award Bid for Wastewater Treatment Plan Rehabilitation Project to Drake General Contractors, LLC, in the Amount of \$31,377,000.00

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Miller, Morrison, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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Motion To: Approve Notice of Bid Award

Motion By: Mike Simulescu

Seconded By: Clint Morrison

Ayes: Miller, Morrison, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Consider and Vote to Approve/Reject Publication of Notice to Request Bids to Lease Oil and Gas Interests of Approximately 34.99 Acres Owned by the Durant City Utilities Authority

Motion To: Approve Publication of Notice to Request Bids to Lease Oil and Gas Interests of Approximately 34.99 Acres Owned by the Durant City Utilities Authority

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Miller, Morrison, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

## **ADJOURNMENT**

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Morrison, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 4/14/2026  
**To:** Mayor and City Council  
**From:**  
**Re:** Information Items

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**Council Information / Action Requested**

**City Staff Information / Action Follow-up, if Council authorizes this action:**

**ATTACHMENTS:**



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 4/14/2026  
**To:** Mayor and City Council  
**From:**  
**Re:** Administration

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**Council Information / Action Requested**

**City Staff Information / Action Follow-up, if Council authorizes this action:**

**ATTACHMENTS:**



# The City of Durant

## [AGENDA\_ITEM\_DEPARTMENT]

### Memorandum

**Date:** 4/14/2026  
**To:** Mayor and City Council  
**From:** Phillip Hightower, Public Works Director  
**Re:** Consider Approval of Agreement Between Durant City Utilities Authority (DCUA) and Drake General Contractors LLC for Construction Contract (Stipulated Price) for Wastewater Treatment Plant Improvements

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#### **Council Information / Action Requested**

Approval of Agreement Between Durant City Utilities Authority (DCUA) and Drake General Contractors LLC for Construction Contract (Stipulated Price) for Wastewater Treatment Plant Improvements

#### **City Staff Information / Action Follow-up, if Council authorizes this action:**

#### **ATTACHMENTS:**

1. Drake GC Agreement & Bonds- Durant WWTP

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Durant City Utilities Authority** (“Owner”) and **Drake General Contractors, LLC** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Wastewater Treatment Plant Improvements**

### ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Wastewater Treatment Plant Improvements**

### ARTICLE 3—ENGINEER

3.01 The Owner has retained **Wall Engineering, LLC** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

### ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 660 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 720 days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties 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 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):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) Thirty One Million Three Hundred Seventy Seven Thousand Dollars and Zero Cents (**\$31,377,000.00**).
  - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment as outlined in the General & Supplemental Conditions during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **95%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125%** percent of Engineer's estimate (**if greater than 5% of work completed**) of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**ARTICLE 7— CONTRACT DOCUMENTS****7.01 Contents**

- A. The Contract Documents consist of all of the following:
1. Executed Agreement
  2. Addenda (if any)
  3. Advertisement for Bids
  4. Instructions to Bidders
  5. Bid Form
  6. Statement of Bidders Qualifications
  7. List of Manufacturers
  8. List of Proposed Subcontractors
  9. General Conditions
  10. Supplementary Conditions
  11. Division 01 General Requirements
  12. Technical Specifications as listed in the Table of Contents
  13. Drawings
  14. Performance Bond
  15. Payment Bond
  16. Maintenance Bond
  17. Certificates of Insurance
  18. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. List of Manufactures
    - c. List of Subcontractors
  19. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives
    - c. Change Order
    - d. Field Orders

- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

#### 8.04 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process

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EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
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and American Society of Civil Engineers. All rights reserved.

such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

- B. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
1. The Contractor has reviewed the grant conditions and all the other conditions in the Supplemental Conditions ORF-185.
  2. The Contractor has reviewed and understands the Davis Bacon Act and prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
  3. The Contractor acknowledges to and for the benefit of the Owner (“Purchaser”) and the State of Oklahoma (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement.
  4. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.
  5. The Contractor has registered for the System for Award Management (SAM) that is required for all SRF program projects. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. Registrants must retain an active status to be eligible for SRF projects. New Applicants and Awardees can go to SAM.gov to complete the registration process.
  6. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-

party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

Drake General Contractors LLC  
\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: 04-07-2026  
*(date signed)*

Name: Jeff Reynolds  
*(typed or printed)*

Title: Vice President  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: Controller  
*(typed or printed)*

Address for giving notices:  
Drake General Contractors LLC  
1540 NW Loop 286  
Paris, TX 75460

Designated Representative:

Name: Jeff Reynolds  
*(typed or printed)*

Title: Vice President  
*(typed or printed)*

Address:  
Drake General Contractors LLC  
1540 NW Loop 286  
Paris, TX 75460

Phone: (903)784-4321 or (469)552-1616

Email: jreynolds@buildwithdrake.com

License No.: NA  
*(where applicable)*

State: \_\_\_\_\_

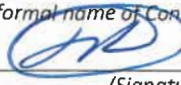
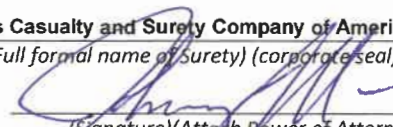

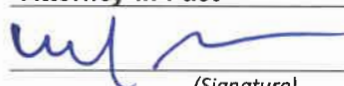


**PERFORMANCE BOND # 108441829**

<p><b>Contractor</b>                  Name: <b>Drake General Contractors, LLC</b>                  Address (principal place of business):  <b>1540 NW Loop 286</b>  <b>Paris, TX 75460</b></p>	<p><b>Surety</b>                  Name: <b>Travelers Casualty and Surety Company of America</b>                  Address (principal place of business):  <b>One Tower Square</b>  <b>Hartford, CT 06183</b></p>
<p><b>Owner</b>                  Name: <b>Durant City Utilities Authority</b>                  Mailing address (principal place of business):  <b>300 W Evergreen</b>  <b>Durant, OK 74701</b></p>	<p><b>Contract</b>                  Description (name and location):  <b>Wastewater Treatment Plant Improvements</b>  <b>Durant, OK</b>                   Contract Price: <b>Thirty-One Million Three Hundred Seventy-Seven Thousand and 00/100 Dollars (\$31,377,000.00)</b>                  Effective Date of Contract:</p>

**Bond**  
 Bond Amount: **Thirty-One Million Three Hundred Seventy-Seven Thousand and 00/100 Dollars (\$31,377,000.00)**  
 Date of Bond:  
*(Date of Bond cannot be earlier than Effective Date of Contract)*  
 Modifications to this Bond form:  
 None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

<p><b>Contractor as Principal</b>                  Drake General Contractors, LLC  <i>(Full formal name of Contractor)</i></p>	<p><b>Surety</b>                  Travelers Casualty and Surety Company of America  <i>(Full formal name of surety) (corporate seal)</i></p>
<p>By:   <i>(Signature)</i></p>	<p>By:   <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: <b>JEFF REYNOLDS</b>  <i>(Printed or typed)</i></p>	<p>Name: <b>Johnny Moss</b>  <i>(Printed or typed)</i></p>
<p>Title: <b>V. P.</b></p>	<p>Title: <b>Attorney-In-Fact</b></p>
<p>Attest:   <i>(Signature)</i></p>	<p>Attest:   <i>(Signature)</i></p>
<p>Name: <b>MATT HANLEY</b>  <i>(Printed or typed)</i></p>	<p>Name: <b>Muni Rabah</b>  <i>(Printed or typed)</i></p>
<p>Title: <b>Controller</b></p>	<p>Title: <b>Client Experience Leader, Surety</b></p>

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable. (3) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oklahoma. Attach a certified Copy of the Power of Attorney

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:


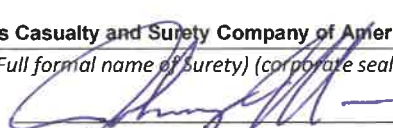


- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None.**

**PAYMENT BOND # 108441829**

<p><b>Contractor</b> Name: <b>Drake General Contractors LLC</b> Address (principal place of business): <b>1540 NW Loop 286 Paris, TX 75460</b></p>	<p><b>Surety</b> Name: <b>Travelers Casualty and Surety Company of America</b> Address (principal place of business): <b>One Tower Square Hartford, CT 06183</b></p>
<p><b>Owner</b> Name: <b>Durant City Utilities Authority</b> Mailing address (principal place of business): <b>300 W Evergreen Durant, OK 74701</b></p>	<p><b>Contract</b> Description (name and location): <b>Wastewater Treatment Plant Improvements Durant, OK</b>  Contract Price: <b>Thirty-One Million Three Hundred Seventy-Seven Thousand and 00/100 Dollars (\$31,377,000.00)</b> Effective Date of Contract:</p>
<p><b>Bond</b> Bond Amount: <b>Thirty-One Million Three Hundred Seventy-Seven Thousand and 00/100 Dollars (\$31,377,000.00)</b> Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p><b>Drake General Contractors, LLC</b> <i>(Full formal name of Contractor)</i></p>	<p><b>Travelers Casualty and Surety Company of America</b> <i>(Full formal name of Surety) (Corporate seal)</i></p>
<p>By:  <i>(Signature)</i></p>	<p>By:  <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: <b>JEFF REYNOLDS</b> <i>(Printed or typed)</i></p>	<p>Name: <b>Johnny Moss</b> <i>(Printed or typed)</i></p>
<p>Title: <b>V. P.</b></p>	<p>Title: <b>Attorney-In-Fact</b></p>
<p>Attest:  <i>(Signature)</i></p>	<p>Attest:  <i>(Signature)</i></p>
<p>Name: <b>Matt Hanley</b> <i>(Printed or typed)</i></p>	<p>Name: <b>Muni Rabah</b> <i>(Printed or typed)</i></p>
<p>Title: <b>Controller</b></p>	<p>Title: <b>Client Experience Leader, Surety</b></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable. (3) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oklahoma. Attach a certified Copy of the Power of Attorney</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None.**

**MAINTENANCE BOND # 108441829**

KNOW ALL MEN BY THESE PRESENTS, that we, Drake General Contractors LLC, hereinafter called the Principal, and the Travelers Casualty and Surety Company of America of, Hartford, a corporation duly organized under the laws of the State of Connecticut, hereinafter called the Surety, as Surety, are held and firmly bound unto Durant City Utilities Authority

hereinafter call the Obligee, in the sum of Thirty-One Million Three Hundred Seventy-Seven Thousand and 00/100 Dollars (\$ 31,377,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated \_\_\_\_\_, for Wastewater Treatment Plant Improvements- Wastewater treatment plant modifications

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of \_\_\_\_\_

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Section 113(B)(3).

NOW THEREFORE, if said Principal shall pay or cause to be paid to Obligee all damage, 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 (1) year after acceptance of said project by Obligee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold Obligee harmless 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 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, this instrument is executed in 3 counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_

M. Rabah  
WITNESS AS TO PRINCIPAL

( Drake General Contractors LLC  
( PRINCIPAL  
( BY: JEFF REYNOLDS

Johnny Moss  
WITNESS AS TO SURETY  
Muni Rabah, Client Experience Leader, Surety

( Travelers Casualty and Surety Company of America  
( SURETY  
( BY: Johnny Moss ATTORNEY-IN-FACT

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oklahoma. Attach a certified Copy of the Power of Attorney.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Johnny Moss** of **ROCKWALL, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

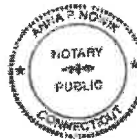
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, 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 power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2026

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).

<b>PRODUCER</b> The Baldwin Group Southwest LLC 2255 Ridge Rd, Ste 333 Rockwall TX 75087  License#: BR-1796913 BRADDRA-02	<b>CONTACT NAME:</b> Amberly Hamblin <b>PHONE (A/C, No, Ext):</b> 972-772-7246 <b>E-MAIL ADDRESS:</b> amberly.hamblin@baldwin.com	<b>FAX (A/C, No):</b> 972-771-4695													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Transportation Insurance Compa</td> <td>20494</td> </tr> <tr> <td>INSURER C : Westchester Surplus Lines Insu</td> <td>10172</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Transportation Insurance Compa	20494	INSURER C : Westchester Surplus Lines Insu	10172	INSURER D : Travelers Property Casualty Co	25674	INSURER E :		INSURER F :
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INSURER D : Travelers Property Casualty Co	25674														
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** 1961073767 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			41PKG2092501	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			41PKG2092501	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			41UFP2092501 EX-9S087828-26-NF	1/1/2026 1/1/2026	1/1/2027 1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 XS of Primary \$5Mil \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	41WCI2092501	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Inland Marine Installation Floater Contractors Pollution			6023728810 6023728810 G46850476 009	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	L/R Equip/Max Item \$1,500,000/\$1M Single Loc/Per Disast \$1M/\$1M Pollution Occ/Agg \$2M/\$2M

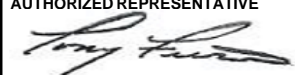
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Motor Truck Cargo - Insurer B: Per Vehicle 100,000/Max Any One Loss 200,000

The General Liability, Auto Liability and Pollution Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The endorsements wording includes both the insured's ongoing and completed operations.

The General Liability, Auto Liability and Pollution Liability policies contain an endorsement with "Primary and Noncontributory" wording.

See Attached...

**CERTIFICATE HOLDER** **CANCELLATION**

Durant City Utilities Authority 300 W Evergreen Durant OK 74701	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 
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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> The Baldwin Group Southwest LLC		<b>NAMED INSURED</b> Drake General Contractors LLC, Drake Heavy Contractors LLC Drake Paving LLC, J&L Paving LLC 3737 Lamar Ave Ste. 700 Paris TX 75460	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto Liability, Workers' Compensation and Pollution Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Pollution includes Non-Owned Disposal Sites coverage: \$2,000,000 Limit/\$10,000 Deductible  
 Pollution includes Transportation Pollution Liability: \$2,000,000 Limit/\$10,000 Deductible

Excess Liability policy is follow form.

**\*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.**

Project: Wastewater Treatment Plant Rehabilitation  
 Project #: DU-20-02  
 Certificate Holder includes: Wall Engineering 223 N Washington Durant, Ok 74701

**Durant City Utilities Authority**  
**Wastewater Treatment Plant Rehabilitation Certified Bid Tabulation**  
**Wall Engineering Project: DU-20-02**  
**Bid Opening: March 10, 2026 at 2:00 p.m.**

#	Contractor	Total Base Bid for Construction
1	Drake General Contractors, LLC Paris, TX 75460	\$31,377,000.00
2	TAKNEK, LLC Gainsville, TX 76240	\$33,547,363.00
3	Crossland Heavy Contractors, Inc. Columbus, KS 66725	\$37,232,000.00
4	Archer Western Construction, LLC Edmond, OK 73013	\$42,208,125.00
5	Downey Contracting, LLC Oklahoma City, OK 73121	\$44,370,098.00

Certified as True and Correct

  
 Brandon Wall, P.E.  
 Wall Engineering, LLC



## BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Durant City Utilities Authority**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 Davis Bacon Act prevailing wage rate requirements shall apply. All laborers and mechanics employed by contractors and sub contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. For more information please refer to <http://www.wdol.gov/>.
- 2.03 American Iron and Steel provisions (Buy American Requirements) also apply to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to P.L. 113-76, Consolidated Appropriations Act, 2014, Sec. 436 requires that "None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." For more information please refer to Oklahoma Water Resources Board Supplemental Conditions ORF- 185.
- 2.04 System for Award Management (SAM) registration is required for all SRF programs (CWSRF and DWSRF) applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to be awarded contracts by the SRF Programs. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions.

Registrants must retain an active status to be eligible for SRF projects. New Applicants and Awardees can go to SAM.gov to complete the registration process.

- 2.05 Note: In order to register in SAM, a Unique Entity Identification (UEI) number will be required. A UEI is a 12-character (alpha-numeric) code that uniquely identifies all entities. Any entity registering to do business with the government in terms of contracts or grants and assistance awards is required to have one. Unique Entity IDs are issued by SAM.gov and are a part of an entity's record in the Entity Information section of SAM.gov.

### ARTICLE 3—ATTACHMENTS TO THIS BID

- 3.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors (24 hours after bid opening by apparent low bidder);
  - C. List of Proposed Manufactures (24 hours after bid opening by apparent low bidder);
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids (if required by State);
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids (if required by State);
  - F. Required Bidder Qualification Statement with supporting data;
  - G. Payroll Affidavit
  - H. Non-Collusion Affidavit
  - I. Business Relationship Affidavit
  - J. Bidder's Statements
  - K. American Iron & Steel Certification
  - L. Davis Bacon Wage Rates

### ARTICLE 4—BASIS OF BID

- 4.01 Cash Allowances: Bidder agrees that the following efforts will be furnished and paid for on a cash allowance basis and that the amount shown is an estimated amount to be included in the Total Base Bid. Bidder further acknowledges that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Owner. Bidder agrees that the following allowances are for the sole use of the Owner to cover costs and have been computed in accordance with the General Conditions.
- |  |              |
|--|--------------|
| A. Work Change Directives              | \$923,525.00 |
| B. Headworks Rehabilitation            | \$125,000.00 |
| C. Existing Road Repair                | \$75,700.00  |
| D. Miscellaneous Electrical & Lighting | \$266,000.00 |
- 4.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2)

estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

4.03 Lump Sum Bids

A. Bidder will complete the Work in accordance with the Contract Documents for the following prices (s):

Bid Item	Bid Qty	Description (write price in words)	Unit Price	Bid Price
1	1 LS	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of:  Twenty nine million nine hundred eighty six  thousand seven hundred seventy five dollars	N/A	\$  \$29,986,775.00
2	1 LS	Allowance 1 for Work Change Directive to be used solely at the discretion of the Owner and Engineer	N/A	\$923,525.00
3	1 LS	Allowance 2 for Headworks Rehab of Additional Items not detailed in Contract Documents to be used solely at the discretion of the Owner and Engineer	N/A	\$125,000.00
4	1 LS	Allowance 3 for Existing Road Repair upon Project Completion to be used solely at the discretion of the Owner and Engineer	N/A	\$75,700.00
5	1 LS	Allowance 4 for Misc Electrical & Lighting not detailed in Contract Documents to be used solely at the discretion of the Owner and Engineer	N/A	\$266,000.00

**Total Bid Price (from Adding Bid Items Above):** \$ 31,377,000.00

**Total Bid Project Price (Bidder to write Bid Price in Words)** \_\_\_\_\_

thirty one million three hundred seventy seven thousand dollars and zero cents

\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 5—TIME OF COMPLETION**

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement and as follows:
  - A. **Substantial Completion     660 Calendar Days**
  - B. **Final Completion             720 Calendar Days**
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 6—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 6.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 6.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 6.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed or attach separate pages.]**

Addendum Number	Addendum Date
Addendum #1	02-23-26
Addendum #2	03-06-26

**ARTICLE 7—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 7.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements, Davis Bacon Wage, and other stipulated Federal Requirements.**

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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EJCDC® C-410, Bid Form for Construction Contract.

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- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

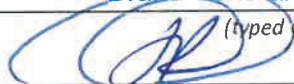
BIDDER hereby submits this Bid as set forth above:

Bidder:

Drake General Contractors LLC

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name:

Jeff Reynolds

*(typed or printed)*

Title:

Vice President

*(typed or printed)*

Date:

03-10-2026

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:



*(individual's signature)*

Name:

Matt Hanley

*(typed or printed)*

Title:

Controller

*(typed or printed)*

Date:

03-10-2026

*(typed or printed)*

Address for giving notices:

1540 NW. Loop 286

Paris, TX 75460

Bidder's Contact:

Name:

Jeff Reynolds

*(typed or printed)*

Title:

Vice President

*(typed or printed)*

Phone:

(469)552-1616 or (903)784-4321

Email:

jreynolds@buildwithdrake.com

Address:

Drake General Contractors LLC

1540 NW Loop 286

Paris, TX 75460

Bidder's Contractor License No.: (if applicable) N/A



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 4/14/2026  
**To:** Mayor and City Council  
**From:** Doug Elliott, City Attorney  
**Re:** 1) Consider Award of Bid for Oil and Gas Mining Leases for 34.99 Acres;  
2) Consider Approval of Contract for Oil and Gas Mining Leases for 34.99 Acres.

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This bid was advertised in the Durant Democrat on March 20, 2026 and March 27, 2026. Two courtesy bid packets were sent. There were two bidders. The bid tab is attached.

Staff recommends Freedom Oil and Gas Corporation.

### **Council Information / Action Requested**

- 1) Consider Award of Bid for Oil and Gas Mining Leases for 34.99 Acres;
- 2) Consider Approval of Contract for Oil and Gas Mining Leases for 34.99 Acres.

### **City Staff Information / Action Follow-up, if Council authorizes this action:**

#### **ATTACHMENTS:**

1. Bid Tab Sheet

**Bidder #1 - Freedom Oil and Gas Corporation, PO Box 18502, Oklahoma City, OK 73154**

**34.99 Acres**

<b>Tract</b>	<b>STR</b>	<b>Net Acres</b>	<b>Royalty</b>	<b>Bid Amount/Acre</b>	<b>Bonus</b>	<b>Term</b>
1	6-7S-9E	34.99	3/16th	\$808.00	\$28,271.92	3 Years + 2 year option at 150% (\$1,212,00 per acre)

**TOTAL**

**\$28,271.92**