

Exhibit \_\_\_\_

Bond #4888860

**PERFORMANCE BOND**

CLIFFORD POWER SYSTEMS, INC., as the successful Proposer on the Oklahoma City Water Utilities Trust (OCWUT) Hefner Water Treatment Plant Emergency Generators request for proposals dated 06/28, 2023, and as "Principal" herein, Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio, as "Surety", are jointly and severally bound unto the OCWUT and its sole beneficiary, The City of Oklahoma City, in the amount of Two Hundred Thousand Dollars (\$200,000). in accordance with the terms and provisions hereof.

**WITNESSETH:**

**WHEREAS**, the Principal has been determined to be a successful proposer for OCWUT 02-24 Hefner Water Treatment Plant Emergency Generators RFP issued by the Oklahoma City Water Utilities Trust on or about the 10th day of May, 2023; and

**WHEREAS**, the Principal will be awarded a contract upon the provision of a properly executed Contract and Performance Bond as provided by the aforementioned proposal; and

**WHEREAS**, this Performance Bond is executed for the benefit of the Oklahoma City Water Utilities Trust and The City of Oklahoma City and is binding upon the Principal and Surety, their successors and assigns.

**NOW, THEREFORE**, the terms and provisions of this Performance Bond shall be as follows:

This Bond shall be enforceable in an amount of up to \$200,000 against the Principal and Surety, their successors and assigns, by Oklahoma City Water Utilities Trust and The City of Oklahoma City, for any and all costs, expenses, fees, change, damages, injuries, and losses incurred by the Oklahoma City Water Utilities Trust and/or The City of Oklahoma City for the failure of the Principal to fully and timely perform the Contract, executed pursuant to the aforementioned Proposal and incorporated herein by specific reference as though fully set forth, as solely determined by the Oklahoma City Water Utilities Trust and The City of Oklahoma City, performed by Principal as provided for in the Contract.

It is expressly agreed and understood by the parties hereto that no changes, amendments, or alterations in said Contract or the plan or mode of performance shall have the effect of releasing or limiting the obligations of the Principal or the Surety, or their successors and assigns, under this Bond. In addition, it is expressly agreed by the parties hereto that the rights provided by this Bond shall not limit any other right of the Oklahoma City Water Utilities Trust and The City of Oklahoma City under the Contract or by law to recovery for any costs, fees, loss, expense, or damages caused by the Principal.

The failure of Principal to meet regulatory requirements enacted subsequent to the date of this Bond shall not give rise to liability of Surety under this Bond.

Except as otherwise provided herein, this Bond shall not be cancelable, except that Surety may cancel upon one hundred and twenty (120) days written notice delivered to OCWUT and the Principal. In the event of such cancellation, be deemed an event of default under the Contract; provided,

C  
2  
4  
9  
0  
1  
2

however, said default shall not be chargeable against the Surety of the canceled bond.

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be executed by its duly authorized officer and agents, respectively.

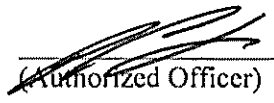
EXECUTED this 3rd day of August, 2023 by the Principal.

ATTEST:

CLIFFORD POWER SYSTEMS, INC.

Principal (Company Name)

  
(Witness - Secretary)

  
(Authorized Officer) Jeremy P. Lewis

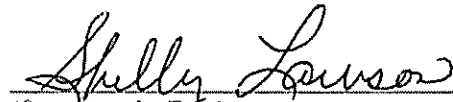
EXECUTED this 3rd day of August, 2023 by the Surety.

ATTEST:

Great American Insurance Company

Surety (Company Name)

  
(Witness - Secretary)

  
(Attorney-in-Fact) Shelly Lawson Attorney-in-fact

SEE ATTACHED SIGNATURE PAGE

C  
2  
4  
9  
0  
1  
2

**OKLAHOMA CITY WATER UTILITIES TRUST**

**APPROVED** by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

**CONCURRED** by the Council and signed by the Mayor of The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

C  
2  
4  
9  
0  
1  
2