



INVITATION TO BID
Project No. 161708 Bid Number: 16.134
ROSE DISTRICT WATER FEATURE:
PROCUREMENT PACKAGE NO. 3
Interactive Water Feature Stone Decking

EXHIBIT C
ASSIGNMENT AGREEMENT page 2 of 2

c. Upon assignment, Seller shall provide General Contractor with revised insurance certificates listing both General Contractor and the City as additional insureds.

B. No other assignment by a party hereto of any rights under or interests in the Purchasing Contract Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, 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). 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 Purchasing Contract Agreement Documents.

2. SUCCESSORS AND ASSIGNS

A. City and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Purchasing Contract Agreement Documents.

3. SEVERABILITY

A. Any provision or part of the Purchasing Contract Agreement Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Seller. The Purchasing Contract Agreement Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4. LIMITATIONS OF LIABILITY

A. Notwithstanding anything else to the contrary, Seller shall not be liable for any consequential, incidental, special, punitive, exemplary or other indirect damages.

IN WITNESS WHEREOF, City and Seller have signed this Agreement in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Seller. All portions of the Purchasing Contract Agreement Documents have been signed or identified by City and Seller or on their behalf.

City of Broken Arrow _____

By: _____

Title: _____

Dated: _____

ATTEST BY:

City Clerk

APPROVED AS TO FORM:

Title: _____

Seller: Elevated Paver Systems, LLC

By:

(Corporate Seal)

Attest:

Address for giving notice:

4 NE 10th Street, Suite 428

Oklahoma City, OK 73104

(If Seller is a corporation or partnership, attach evidence of authority to sign)



INVITATION TO BID
Project No. 161708 Bid Number: 16.134
ROSE DISTRICT WATER FEATURE:
PROCUREMENT PACKAGE NO. 3
Interactive Water Feature Stone Decking

EXHIBIT C-1 to Agreement between City and Seller
 Dated: _____

ASSIGNMENT OF PURCHASING CONTRACT AGREEMENT; CONSENT TO ASSIGNMENT; AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the Effective Date of the Agreement between the City and the General Contractor.

The Purchasing Contract Agreement between the City of Broken Arrow ("City") and _____ ("Seller") for furnishing Goods and Special Services under the Purchasing Contract Agreement Documents entitled **ROSE DISTRICT WATER FEATURE: PROCUREMENT PACKAGE NO. 1, Interactive Water Feature Stone Decking**, is hereby assigned, transferred, and set over to _____ ("General Contractor")

The General Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of the City, not otherwise retained by City, under the terms of the Purchasing Contract Agreement between City and Seller. Upon assignment of this Procurement Agreement, Seller agrees to perform its obligations and duties to the City under the supervision and control of and as a subcontractor or supplier to the General Contractor.

ASSIGNMENT DIRECTED BY: (City) _____

Title: _____

(If City is a corporation, attach evidence of authority to sign. If City is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of City - Seller Agreement.)

By: _____

Title: _____

Dated: _____

ASSIGNMENT ACKNOWLEDGED
 ACKNOWLEDGED AND ACCEPTED BY:

Elevated Paver Systems
 Seller

(If Seller is a corporation, attach evidence Of authority to sign.)

By: AL Zi President
 Signature Title

ASSIGNMENT ACCEPTED BY:

(If General Contractor is a corporation Attach evidence of authority to sign.)

 General Contractor
 By: _____

RETURN THIS ENTIRE BID PACKET



INVITATION TO BID
Project No. 161708 Bid Number: 16.134
ROSE DISTRICT WATER FEATURE:
PROCUREMENT PACKAGE NO. 3
Interactive Water Feature Stone Decking
To be attached to and form a part of Bond No. S437735

EXHIBIT C-2 to Agreement between City and Seller
Dated: _____

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Purchasing Contract Agreement for furnishing Goods and Special Services under the Purchasing Contract Agreement Documents entitled **ROSE DISTRICT WATER FEATURE: PROCUREMENT PACKAGE NO. 3, Interactive Water Feature Stone Decking**, by and between the City of Broken Arrow ("City") and

Elevated Paver Systems, LLC _____ ("Seller")
(may be assigned, transferred, and set over to)

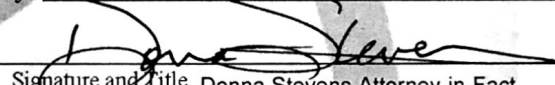
Magnum Construction, Inc. _____ ("General Contractor")
(in accordance with Exhibit C Paragraph 1 of the Agreement between City and Seller.)

Surety further agrees that, upon assignment of the Purchasing Contract Agreement, the General Contractor shall have all the rights of the City under the Performance Bond and Payment bond.

(Corporate Seal)

Surety

Company: Employers Mutual Casualty Company

By: 
Signature and Title Donna Stevens, Attorney-in-Fact
(Attach Power of Attorney)

RETURN THIS ENTIRE BID PACKET

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: DONNA STEVENS, RANDY D. WEBB, BOBBY J. YOUNG, PATSY A. PAYNE, DIANE DOWDY, GARY LILES, CAREY L. PAYNE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

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

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of JANUARY, 2015.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel
 Michael Freel
 Assistant Vice President

On this 19th day of JANUARY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 19, 2015 on behalf of:
 DONNA STEVENS, RANDY D. WEBB, BOBBY J. YOUNG, PATSY A. PAYNE, DIANE DOWDY, GARY LILES, CAREY L. PAYNE

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____

[Signature]
 Vice President



ADDITIONAL OBLIGEE RIDER

(To be attached to Bond at time of issuance)

This Rider is attached to and made a part of Bond No. S437735 ("Bond") dated concurrently with the execution of this Rider, issued by Employers Mutual Casualty Company, as "Surety", on behalf of Elevated Paver Systems, Inc. as "Principal" and in favor of City of Broken Arrow, OK as "Obligee" and referencing a certain written "contract" for the Rose District Water Feature: Procurement Package No. 3 Interactive Water Feature Stone Decking

NOW THEREFORE, the undersigned agree that that Bond is amended as follows:

- 1. The following parties are added to the Bond as Oblige(e)s: Magnum Construction, Inc.
2. There shall be no liability under this Bond to the Obligees, or any of them, unless the Obligees or any of them, shall make payments to the Principal (or to the Surety in case it arranges for the completion of the contract upon default of the Principal) strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at time and in the manner herein set forth.
3. Principal and Surety shall not be liable to the Oblige(e)s and/or any third party beneficiaries as their interests may appear in the aggregate in excess of the penal sum.

Nothing herein contained shall be held to change, alter or vary the terms of the above described Bond except as herein modified.

Signed, sealed and dated the _____ day of _____, 2016.

Magnum Construction, Inc. Oblige(e) (as referenced above in 1.)
Elevated Paver Systems, Inc. Principal
By _____ Name _____ Title _____
By Adam Fink Name _____ Title President
Employers Mutual Casualty Company Surety
By _____ Name _____ Title _____
By Donna Stevens Name _____ Title Attorney-in-Fact



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

No. B06744

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

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its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

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

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

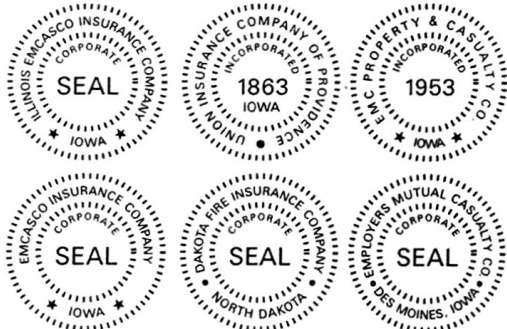
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IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of JANUARY, 2015.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 19th day of JANUARY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.



KATHY LYNN LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2016

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

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are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____.

Carey L. Payne
Vice President