

2-15-2018
1st
Contract without
bonding

SUBCONTRACT AGREEMENT

**MCI PROJECT NO. 451
GEYER SPRINGS R.R. GRADE SEPERATION JOB NO. 060907
FOR
THE CITY OF LITTLE ROCK
RIVER RIDGE CONSTRUCTION
PO BOX 51 4637 PLEASANT VIEW ROAD
NEW KIRK, OK 74647
580-362-1304**

After we mobilized
Mobley requested
bonding they paid for

This Agreement made this 23rd day of October 2018, by and between Mobley Contractors, Inc. whose address is P.O. Box 150; Morrilton, Arkansas 72110, hereinafter called the Contractor, and **RIVER RIDGE CONSTRUCTION** whose address is **PO Box 51 4637 PLEASANT VIEW ROAD NEW KIRK, OK 74647** hereinafter called the Subcontractor.

For the consideration hereinafter named, the subcontractor covenants and agrees with the Contractor as follows:

Scope of Work

Subcontractor to perform the following items of work in strict accordance with the contract documents for the above-referenced project.

Items of Work

Item Description	Est. Qty.	Unit Price	Extension
Site Preparation	1.000 LS	\$75,000.00	\$75,000.00
Unclassified Excavation	4,884.00 CY	\$10.25	\$50,061.00
Aggregate Base Course - Class 7	5406.00 TN	\$20.00	\$108,120.00
Concrete Drive & Apron - 6"	9200.00 SF	\$8.00	\$73,600.00
Concrete Curb & Gutter, Class 1	2925.00 LF	\$18.60	\$54,405.00
Concrete Sidewalk, 4" Thick	13115.00 SF	\$5.10	\$66,886.50
Curb Inlet - 4' Box	7.00 EA	\$2,400.00	\$16,800.00
Wing 6' Extension	4.00 EA	\$1,300.00	\$5,200.00
Wing 10' Extension	3.00 EA	\$1,300.00	\$3,900.00
18" RCP Cross Drain	158.00 LF	\$45.00	\$7,110.00
18" RCP Side Drain	252.00 LF	\$40.00	\$10,080.00
Cut & Repair Surface Street	10.00 SY	\$1,200.00	\$12,000.00
Riprap	2.00 CY	\$1,800.00	\$3,600.00
18" FES	2.00 EA	\$1,400.00	\$2,800.00

Concrete Island	11.00 SY	\$250.00	\$2,750.00
Wheel Chair Ramp (TY3)	35.00 SY	\$95.00	\$3,325.00
Mobilization	1.00 LS	\$220,000.00	\$220,000.00
Class S(AE) Concrete – MSE Walls	1066 CY	\$426.50	\$454,649.00
Reinforcing Steel – MSE Wall – Grade 60	134,100 LB	\$1.00	\$134,100.00
Concrete Riprap	16.00 CY	\$700.00	\$11,200.00
MSE Wall	50,242.00 SF	\$31.50	\$1,582,623.00

TOTAL.....\$ 2,898,209.50

NOTE:

Item – Class S(AE) Concrete – MSE Walls excludes slipping of parapet wall

SUBCONTRACTOR will furnish all material, labor, supervision, equipment, taxes and Insurance to complete the listed items in compliance with Plans, Special Provisions, and Specifications of the referenced subcontract between, Mobley Contractors, Inc., and The City of Little Rock, Arkansas.

SUBCONTRACTOR certifies and acknowledges that he is familiar with said Prime Contract, its Plans, Special Provisions, Specifications and Addenda and has examined the site of work thoroughly.

SUBCONTRACTOR agrees to perform all required work in close coordination with CONTRACTOR and any and all other Subcontractors on the job so there will be no delay in the overall progress of the job. In the event SUBCONTRACTOR should fail or neglect to prosecute its work with due diligence, should cease work, should refuse to coordinate its operations to the full advantage of the CONTRACTORS job progress or should otherwise violate any provision of this Agreement, CONTRACTOR may call the same to the attention of the SUBCONTRACTOR by written notice or fax transmission to the subcontractor giving the said SUBCONTRACTOR five (5) calendar days from the mailing of such notice to remedy the matter of item complained of, at the end of which time if the delay, neglect, refusal, failure, violation or other matter or item complained of still persists, then the SUBCONTRACTOR shall be in default under this Agreement.

The SUBCONTRACTOR shall comply with applicable provisions of the local, state, federal (OSHA) safety regulations and the Health and Safety Plan prepared by Mobley Contractors, Inc.

The SUBCONTRACTOR shall also indemnify CONTRACTOR from any and all expenses incurred by Contractor in defense of safety violations resulting from acts by SUBCONTRACTORS. The SUBCONTRACTOR shall indemnify the CONTRACTOR from fines or penalties imposed on the CONTRACTOR as a result of safety violations, but only to the extent that such fines or penalties are caused by the SUBCONTRACTOR'S failure to comply with applicable safety requirement, and then only to the extent that such fine or penalties are determined to be SUBCONTRACTOR'S responsibility based upon the particular failure of compliance cited, and not due to prior or repeated safety violations by the CONTRACTOR.

Then CONTRACTOR, in addition to all other remedies, shall have full power and authority without violating this agreement to take over the continuation and the completion of the work, to appropriate or use any or all materials on the ground that may be suitable or acceptable, to enter into agreements with others for the performance and completion of this Agreement in a manner acceptable to CONTRACTOR and OWNER.

SUBCONTRACTOR shall be liable to CONTRACTOR for all costs and charges incurred by CONTRACTOR in completing this Agreement, and such costs and charges may be deducted from any monies due or which may become due said SUBCONTRACTOR. In the event the expense so incurred by CONTRACTOR is less than the sum which would have been payable under this Agreement if it had been completed by SUBCONTRACTOR shall be entitled to receive the difference, but in the event said expense exceeds the sum which would have been payable under this Agreement, the SUBCONTRACTOR shall be liable for and shall pay CONTRACTOR the amount of said expense.

CONTRACTOR shall pay SUBCONTRACTOR partial estimates in the same manner as they are paid by the OWNER within ten (10) days receipt by CONTRACTOR of payment from the Owner of the various amounts due as determined by the engineer's estimate at the unit prices stated for the items set forth in this Agreement less 0 (Zero per cent retainage). Retainage will be released when project is complete and accepted by Owner.

CONTRACTOR shall pay SUBCONTRACTOR the final estimate within ten (10) days receipt by CONTRACTOR of the final estimate from the OWNER.

No claim of any kind of extra work shall be allowed unless extra work has been authorized in writing by the CONTRACTOR.

SUBCONTRACTOR agrees that It will Indemnify, hold harmless and defend Architects, Engineers, Owner, and CONTRACTOR, Its agents, Employees, directors and officers of CONTRACTOR (hereinafter "Indemnities") from any lawsuits, causes of action, claims, liabilities and damages, Including but not limited to, attorney's fees and costs arising out of the Subcontractor's performance of this Contract any failure by SUBCONTRACTOR to otherwise perform Its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from work undertaken herein. The duty to Indemnify, hold harmless the CONTRACTOR does not Include the Indemnification of the CONTRACTOR where the CONTRACTOR'S negligence is the cause of any Injury to person or property.

SUBCONTRACTOR shall have no right to assign or sublet this contract in whole or in part, except by written consent of CONTRACTOR.

All of the provisions of FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts", and Supplements attached hereto, are made a part of this subcontract.

SUBCONTRACTOR agrees to pay all person, firms or corporations having contracts or accounts with it all just amounts due them for labor performed, services rendered or material furnished in the prosecution of the work. Upon completion of the work, SUBCONTRACTOR shall file immediately an affidavit with CONTRACTOR showing that all claims for labor, materials, supplies, and services incident to the construction or used in the course of performance of the work herein described have been fully satisfied.

SUBCONTRACTOR shall keep all records and pay all Social Security and other taxes required under statutes of both the State and Federal Governments; and It is further agreed that SUBCONTRACTOR shall comply with all laws, rules, and regulations that in any way are applicable to agreements of this nature.

All applicable provisions of referenced subcontract between the Mobley Contractors, Inc. and The City of Little Rock, Arkansas, are made a part of this subcontract and SUBCONTRACTOR agrees to be bound by same.

INSURANCE. The Subcontractor shall have a direct liability for the acts of his employees and the agents for which he is legally responsible, and the contractor shall not be required to assume the liability for the acts of any others. Subcontractor agrees to procure, pay for, and maintain in full force and effect during the course of the performance of this Subcontract, and for the duration of the applicable statute of repose, the following Insurance:

A. Workman's Compensation - Statutory by Law

B. Employer's Liability - Limits:

Bodily Injury by Accident - Each Accident ----- \$100,000

Bodily Injury by Disease - Policy Limit ----- \$500,000

Bodily Injury by Disease - Each Employee ----- \$100,000

General Liability Limits:

General Aggregate ----- \$2,000,000

Products & Completed Operations Ag ----- \$2,000,000

Personal & Advertising Injury ----- \$1,000,000

Each Occurrence ----- \$1,000,000

Fire Damage ----- \$50,000

Medical Expense (any one person) ----- \$5,000

Auto Liability - Combined Single Limit ----- \$1,000,000

Umbrella Liability ----- \$1,000,000

Mobley Contractors, Inc. must be named as Additional Insured with coverage being primary & non-contributory for Additional Insured as respects General Liability Including Completed Operations and Auto Liability. The Subcontractor must provide a "Waiver of Subrogation" as respects Workers Compensation, General Liability & Auto Liability in favor of Mobley Contractors, Inc.

- C. SUBCONTRACTOR agrees that it will Indemnify and hold harmless Architects, Engineers, Owner and CONTRACTOR against and from damages, costs, attorney's fees or any other type of expense arising out of any damage to public or private property or injury to any person or persons caused by SUBCONTRACTOR or any of its workmen, agents, employees, or furnishers of supplies. The duty to Indemnify and hold harmless CONTRACTOR does not include the Indemnification of the CONTRACTOR where the CONTRACTOR'S negligence is the cause of any Injury to person or property.
- D. Subcontractor waives all rights against Contractor, its agents, officers, directors, and employees for recovery of damages to the extent those damages are covered by the Subcontractor's workers compensation and employer's liability policy.
- E. The SUBCONTRACTOR shall be responsible to the general CONTRACTOR for compliance with all safety laws, federal and state, during the conduct of SUBCONTRACTORS performance on and in connection with this project. SUBCONTRACTORS shall Indemnify the general CONTRACTOR for any and all expense incurred by the general CONTRACTOR for fines, penalties and corrective measures that result from acts of commission or omission by the SUBCONTRACTOR, its agents, employees and assigns, in failure to comply with safety laws.

In the event charges are assessed against the CONTRACTOR by the Owner because of non-completion of the Prime Contract within the contract time, the CONTRACTOR shall assess against and collect from SUBCONTRACTOR that part of such charges caused by SUBCONTRACTORS operations.

Accepted by:

MOBLEY CONTRACTORS, INC.

Ronald F. Mobley, President
W. Ken French, Vice-President

Darren Wood
Subcontractor Principal or Owner
Printed Name
(MUST BE LEGIBLE)

Darren Wood
Subcontractor Principal or Owner
Signature

Ronald F. Mobley
Signature – Mobley Contractors, Inc.

11-5-18
Date

Ronald F. Mobley
Printed Name
(MUST BE LEGIBLE)

River Ridge Construction, LLC
Subcontractor Company Name



952 Highway 287 / P.O. Box 150
Morrilton, AR 72110
(501) 354-2510
FAX (501) 354-1862

(2nd) Mobley realized we were
using DBE trucking.
Changed contracts
again on 10-23-2018
Split amt with ECS.

10/23/2018

River Ridge Construction
P.O. Box 51
Newkirk, OK 74647

Ref: Subcontract Agreement
Mobley Job No. 451
Geyer Springs R.R. Grade Separation
Job No. 060907
Little Rock, Arkansas

Dear Sir/Madam

We have enclosed two copies of a subcontract agreement for the above referenced project. Please sign and return all copies to our office in a timely manner. We will return a fully executed copy for your files.

We also require the following documents:

1. Certificate of Insurance
 - a. Listing the project name and number and naming Mobley Contractors, Inc. as additionally insured.
2. Company EEO Policy.
3. Worker's Compensation Notice (P-Form)
4. Federal Identification Number
5. Certified payrolls are **not** required for this project.

Your EEO policy, insurance, and P-Forms are required before work begins. It is required that these documents be posted on the job bulletin board prior to work.

Thank you

Jennifer Roberts
Administrative Assistant

Enclosures

SUBCONTRACT AGREEMENT

**MCI PROJECT NO. 451
GEYER SPRINGS R.R. GRADE SEPERATION JOB NO. 060907
FOR
THE CITY OF LITTLE ROCK**

**RIVER RIDGE CONSTRUCTION
PO BOX 51 4637 PLEASANT VIEW ROAD
NEW KIRK, OK 74647
580-362-1304**

This Agreement made this 28th day of January 2019, by and between Mobley Contractors, Inc. whose address is P.O. Box 150, Morrilton, Arkansas 72110, hereinafter called the Contractor, and **RIVER RIDGE CONSTRUCTION** whose address is **PO Box 51 4637, PLEASANT VIEW ROAD NEW KIRK, OK 74647** hereinafter called the Subcontractor.

For the consideration hereinafter named, the subcontractor covenants and agrees with the Contractor as follows:

Scope of Work

Subcontractor to perform the following items of work in strict accordance with the contract documents for the above-referenced project.

Items of Work

Item Description	Est. Qty.	Unit Price	Extension
Site Preparation	1.000 LS	\$75,000.00	\$75,000.00
Unclassified Excavation	4,884.00 CY	\$10.25	\$50,061.00
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Mobilization	1.00 LS	\$220,000.00	\$220,000.00
Reinforcing Steel – MSE Wall – Grade 60	134,100 LB	\$1.00	\$134,100.00
Concrete Riprap	16.00 CY	\$700.00	\$11,200.00

TOTAL.....\$ 860,937.50

SUBCONTRACTOR will furnish all material, labor, supervision, equipment, taxes and Insurance to complete the listed Items in compliance with Plans, Special Provisions, and Specifications of the referenced subcontract between, Mobley Contractors, Inc., and The City of Little Rock, Arkansas.

SUBCONTRACTOR certifies and acknowledges that he is familiar with said Prime Contract, its Plans, Special Provisions, Specifications and Addenda and has examined the site of work thoroughly.

SUBCONTRACTOR agrees to perform all required work in close coordination with CONTRACTOR and any and all other Subcontractors on the job so there will be no delay in the overall progress of the job. In the event SUBCONTRACTOR should fail or neglect to prosecute its work with due diligence, should cease work, should refuse to coordinate its operations to the full advantage of the CONTRACTORS job progress or should otherwise violate any provision of this Agreement, CONTRACTOR may call the same to the attention of the SUBCONTRACTOR by written notice or fax transmission to the subcontractor giving the said SUBCONTRACTOR five (5) calendar days from the mailing of such notice to remedy the matter of item complained of, at the end of which time if the delay, neglect, refusal, failure, violation or other matter or item complained of still persists, then the SUBCONTRACTOR shall be in default under this Agreement.

The SUBCONTRACTOR shall comply with applicable provisions of the local, state, federal (OSHA) safety regulations and the Health and Safety Plan prepared by Mobley Contractors, Inc.

The SUBCONTRACTOR shall also indemnify CONTRACTOR from any and all expenses incurred by Contractor in defense of safety violations resulting from acts by SUBCONTRACTORS. The SUBCONTRACTOR shall indemnify the CONTRACTOR from fines or penalties imposed on the CONTRACTOR as a result of safety violations, but only to the extent that such fines or penalties are caused by the SUBCONTRACTOR'S failure to comply with applicable safety requirement, and then only to the extent that such fine or penalties are determined to be SUBCONTRACTOR'S responsibility based upon the particular failure of compliance cited, and not due to prior or repeated safety violations by the CONTRACTOR.

Then CONTRACTOR, in addition to all other remedies, shall have full power and authority without violating this agreement to take over the continuation and the completion of the work, to appropriate or use any or all materials on the ground that may be suitable or acceptable, to enter into agreements with others for the performance and completion of this Agreement in a manner acceptable to CONTRACTOR and OWNER.

SUBCONTRACTOR shall be liable to CONTRACTOR for all costs and charges incurred by CONTRACTOR in completing this Agreement, and such costs and charges may be deducted from any monies due or which may become due said SUBCONTRACTOR. In the event the expense so incurred by CONTRACTOR is less than the sum which would have been payable under this Agreement if it had been completed by SUBCONTRACTOR shall be entitled to receive the difference, but in the event said expense exceeds the sum which would have been payable under this Agreement, the SUBCONTRACTOR shall be liable for and shall pay CONTRACTOR the amount of said expense.

CONTRACTOR shall pay SUBCONTRACTOR partial estimates in the same manner as they are paid by the OWNER within then (10) days receipt by CONTRACTOR of payment from the Owner of the various amounts due as determined by the engineer's estimate at the unit prices stated for the items set forth in this Agreement less 0 (Zero per cent retainage). Retainage will be released when project is complete and accepted by Owner.

CONTRACTOR shall pay SUBCONTRACTOR the final estimate within ten (10) days receipt by CONTRACTOR of the final estimate from the OWNER.

No claim of any kind of extra work shall be allowed unless extra work has been authorized in writing by the CONTRACTOR.

SUBCONTRACTOR agrees that it will indemnify, hold harmless and defend Architects, Engineers, Owner, and CONTRACTOR, its agents, Employees, directors and officers of CONTRACTOR (hereinafter "Indemnities") from any lawsuits, causes of action, claims, liabilities and damages, including but not limited to, attorney's fees and costs arising out of the Subcontractor's performance of this Contract any failure by SUBCONTRACTOR to otherwise perform its obligations pursuant to this Contract, or by reason of the Injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from work undertaken herein. The duty to indemnify, hold harmless the CONTRACTOR does not include the indemnification of the CONTRACTOR where the CONTRACTOR'S negligence is the cause of any Injury to person or property.

SUBCONTRACTOR shall have no right to assign or sublet this contract in whole or in part, except by written consent of CONTRACTOR.

All of the provisions of FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts", and Supplements attached hereto, are made a part of this subcontract.

SUBCONTRACTOR agrees to pay all person, firms or corporations having contracts or accounts with it all just amounts due them for labor performed, services rendered or material furnished in the prosecution of the work. Upon completion of the work, SUBCONTRACTOR shall file immediately an affidavit with CONTRACTOR showing that all claims for labor, materials, supplies, and services incident to the construction or used in the course of performance of the work herein described have been fully satisfied.

SUBCONTRACTOR shall keep all records and pay all Social Security and other taxes required under statutes of both the State and Federal Governments; and it is further agreed that SUBCONTRACTOR shall comply with all laws, rules, and regulations that in any way are applicable to agreements of this nature.

All applicable provisions of referenced subcontract between the Mobley Contractors, Inc. and The City of Little Rock, Arkansas, are made a part of this subcontract and SUBCONTRACTOR agrees to be bound by same.

INSURANCE. The Subcontractor shall have a direct liability for the acts of his employees and the agents for which he is legally responsible, and the contractor shall not be required to assume the liability for the acts of any others. Subcontractor agrees to procure, pay for, and maintain in full force and effect during the course of the performance of this Subcontract, and for the duration of the applicable statute of repose, the following Insurance:

- A. Workman's Compensation – Statutory by Law
- B. Employer's Liability – Limits:
 - Bodily Injury by Accident – Each Accident ----- \$100,000
 - Bodily Injury by Disease – Policy Limit ----- \$500,000
 - Bodily Injury by Disease – Each Employee ----- \$100,000
- General Liability Limits:
 - General Aggregate----- \$2,000,000
 - Products & Completed Operations Ag ----- \$2,000,000
 - Personal & Advertising Injury ----- \$1,000,000
 - Each Occurrence ----- \$1,000,000
 - Fire Damage ----- \$50,000
 - Medical Expense (any one person) ----- \$5,000
- Auto Liability – Combined Single Limit ----- \$1,000,000
- Umbrella Liability ----- \$1,000,000

Mobley Contractors, Inc. must be named as Additional Insured with coverage being primary & non-contributory for Additional Insured as respects General Liability including Completed Operations and Auto Liability. The Subcontractor must provide a "Waiver of Subrogation" as respects Workers Compensation, General Liability & Auto Liability in favor of Mobley Contractors, Inc.

- C. SUBCONTRACTOR agrees that it will indemnify and hold harmless Architects, Engineers, Owner and CONTRACTOR against and from damages, costs, attorney's fees or any other type of expense arising out of any damage to public or private property or injury to any person or persons caused by SUBCONTRACTOR or any of its workmen, agents, employees, or furnishers of supplies. The duty to indemnify and hold harmless CONTRACTOR does not include the indemnification of the CONTRACTOR where the CONTRACTOR'S negligence is the cause of any injury to person or property.
- D. Subcontractor waives all rights against Contractor, its agents, officers, directors, and employees for recovery of damages to the extent those damages are covered by the Subcontractor's workers compensation and employer's liability policy.
- E. The SUBCONTRACTOR shall be responsible to the general CONTRACTOR for compliance with all safety laws, federal and state, during the conduct of SUBCONTRACTORS performance on and in connection with this project. SUBCONTRACTORS shall indemnify the general CONTRACTOR for any and all expense incurred by the general CONTRACTOR for fines, penalties and corrective measures that result from acts of commission or omission by the SUBCONTRACTOR, its agents, employees and assigns, in failure to comply with safety laws.

In the event charges are assessed against the CONTRACTOR by the Owner because of non-completion of the Prime Contract within the contract time, the CONTRACTOR shall assess against and collect from SUBCONTRACTOR that part of such charges caused by SUBCONTRACTORS operations.

Accepted by:

DARREN Wood
Subcontractor Principal or Owner
Printed Name

Mobley Contractors, Inc.
Ronald F. Mobley, President
W. Ken French, Vice-President
Brad Deaver, Vice-President
Jared French, Treasurer

[Signature]
Subcontractor Signature

Signature -- Mobley Contractors, Inc.

1-28-19
Date

Printed Name

River Ridge Const.
Subcontractor Company Name

SUBCONTRACT AGREEMENT

MCI PROJECT NO. 451
GEYER SPRINGS R.R. GRADE SEPERATION JOB NO. 060907
FOR
THE CITY OF LITTLE ROCK

ECS PARTNERS
P.O. BOX 493
NEWKIRK, OK 74647
580-362-1423

This Agreement made this 23rd day of October 2018, by and between Mobley Contractors, Inc. whose address is P.O. Box 150, Morrilton, Arkansas 72110, hereinafter called the Contractor, and **ECS PARTNERS** whose address is **P.O. BOX 493, NEWKIRK, OK 74647** hereinafter called the Subcontractor.

For the consideration hereinafter named, the subcontractor covenants and agrees with the Contractor as follows:

Scope of Work

Subcontractor to perform the following items of work in strict accordance with the contract documents for the above-referenced project.

Items of Work

Item Description	Est. Qty.	Unit Price	Extension
Compacted Embankment	28,781 CY	\$14.00	\$402,934.00
Select Granular Backfill	34,300 CY	\$20.00	\$686,000.00
Select Granular Backfill (Hauling Only)	34,300 CY	\$ 4.60	\$157,780.00

TOTAL.....\$1,246,714.00

Changed overall
lowered.

\$ 790,558.00

SUBCONTRACTOR will furnish all material, labor, supervision, equipment, taxes and Insurance to complete the listed items in compliance with Plans, Special Provisions, and Specifications of the referenced subcontract between, Mobley Contractors, Inc., and The City of Little Rock, Arkansas.

SUBCONTRACTOR certifies and acknowledges that he is familiar with said Prime Contract, its Plans, Special Provisions, Specifications and Addenda and has examined the site of work thoroughly.

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A. Workman's Compensation – Statutory by Law

B. Employer's Liability – Limits:

Bodily Injury by Accident – Each Accident ----- \$100,000

Bodily Injury by Disease – Policy Limit ----- \$500,000

Bodily Injury by Disease – Each Employee ----- \$100,000

General Liability Limits:

General Aggregate ----- \$2,000,000

Products & Completed Operations Ag ----- \$2,000,000

Personal & Advertising Injury ----- \$1,000,000

Each Occurrence ----- \$1,000,000

Fire Damage ----- \$50,000

Medical Expense (any one person) ----- \$5,000

Auto Liability – Combined Single Limit ----- \$1,000,000

Umbrella Liability ----- \$1,000,000

Mobley Contractors, Inc. must be named as Additional Insured with coverage being primary & non-contributory for Additional Insured as respects General Liability including Completed Operations and Auto Liability. The Subcontractor must provide a "Waiver of Subrogation" as respects Workers Compensation, General Liability & Auto Liability in favor of Mobley Contractors, Inc.

- C. SUBCONTRACTOR agrees that it will Indemnify and hold harmless Architects, Engineers, Owner and CONTRACTOR against and from damages, costs, attorney's fees or any other type of expense arising out of any damage to public or private property or injury to any person or persons caused by SUBCONTRACTOR or any of its workmen, agents, employees, or furnishers of supplies. The duty to Indemnify and hold harmless CONTRACTOR does not include the Indemnification of the CONTRACTOR where the CONTRACTOR'S negligence is the cause of any Injury to person or property.
- D. Subcontractor waives all rights against Contractor, its agents, officers, directors, and employees for recovery of damages to the extent those damages are covered by the Subcontractor's workers compensation and employer's liability policy.
- E. The SUBCONTRACTOR shall be responsible to the general CONTRACTOR for compliance with all safety laws, federal and state, during the conduct of SUBCONTRACTORS performance on and in connection with this project. SUBCONTRACTORS shall Indemnify the general CONTRACTOR for any and all expense incurred by the general CONTRACTOR for fines, penalties and corrective measures that result from acts of commission or omission by the SUBCONTRACTOR, its agents, employees and assigns, in failure to comply with safety laws.

In the event charges are assessed against the CONTRACTOR by the Owner because of non-completion of the Prime Contract within the contract time, the CONTRACTOR shall assess against and collect from SUBCONTRACTOR that part of such charges caused by SUBCONTRACTORS operations.

Accepted by:

MOBLEY CONTRACTORS, INC.

Ronald F. Mobley, President
W. Ken French, Vice-President

Skyler A Mathews
Subcontractor Principal or Owner
Printed Name
(MUST BE LEGIBLE)

Skyler A Mathews
Subcontractor Principal or Owner
Signature

Ronald F Mobley
Signature – Mobley Contractors, Inc.

10-26-2018
Date

Ronald F. Mobley
Printed Name
(MUST BE LEGIBLE)

ECS Partners
Subcontractor Company Name

1-19-2019
No bonding req

Fw: Outstanding Performance Bond @ 1/17/19

From: Cinda Wood (efloralshops@yahoo.com)

To: kurt.mcmanigal@ak4llc.com

Date: Thursday, January 17, 2019 at 09:05 AM CST

Report from Mike to bonding company.

Cinda

----- Forwarded Message -----

From: MIKE ROZELL <mrozell1@cox.net>

To: Kyle Reser <kreser@midamericainc.com>

Cc: Darren Wood <wood74647@yahoo.com>; "efloralshops@yahoo.com" <efloralshops@yahoo.com>

Sent: Thursday, January 17, 2019, 8:34:30 AM CST

Subject: Outstanding Performance Bond @ 1/17/19

See attachment.

We currently have an impressive Backlog of contracted work.

When you add the remaining \$ 2,000,000 for Geyer Springs that is not bonded, our first 5 to 6 months of 2019 will match our total revenues for 2018.

I have included the Kickapoo Nation \$ 1,897,000 and everyone seems confident that this project will be approved by BIA.

Please call me to discuss this spreadsheet.



Outstanding Performance Bond 01172019.xlsx
11.4kB

1-28-2025 Changed contracts

791

SUBCONTRACT AGREEMENT

**MCI PROJECT NO. 451
GEYER SPRINGS R.R. GRADE SEPERATION JOB NO. 060907
FOR
THE CITY OF LITTLE ROCK**

**RIVER RIDGE CONSTRUCTION
PO BOX 51 4637 PLEASANT VIEW ROAD
NEW KIRK, OK 74647
580-362-1304**

This Agreement made this 28th day of January 2019, by and between Mobley Contractors, Inc. whose address is P.O. Box 150, Morrilton, Arkansas 72110, hereinafter called the Contractor, and **RIVER RIDGE CONSTRUCTION** whose address is **PO Box 51 4637, PLEASANT VIEW ROAD NEW KIRK, OK 74647** hereinafter called the Subcontractor.

For the consideration hereinafter named, the subcontractor covenants and agrees with the Contractor as follows:

Scope of Work

Subcontractor to perform the following items of work in strict accordance with the contract documents for the above-referenced project.

Items of Work

Item Description	Est. Qty.	Unit Price	Extension
Class S(AE) Concrete -MSE Walls	1066 CY	\$426.50	\$454,649.00
MSE Wall	50,242.00 SF	\$31.50	\$1,582,623.00
TOTAL.....			\$ 2,037,272.00

SUBCONTRACTOR will furnish all material, labor, supervision, equipment, taxes and Insurance to complete the listed Items in compliance with Plans, Special Provisions, and Specifications of the referenced subcontract between, Mobley Contractors, Inc., and The City of Little Rock, Arkansas.

SUBCONTRACTOR certifies and acknowledges that he is familiar with said Prime Contract, its Plans, Special Provisions, Specifications and Addenda and has examined the site of work thoroughly.

SUBCONTRACTOR agrees to perform all required work in close coordination with CONTRACTOR and any and all other Subcontractors on the job so there will be no delay in the overall progress of the job. In the event SUBCONTRACTOR should fail or neglect to prosecute its work with due diligence, should cease work, should refuse to coordinate its operations to the full advantage of the CONTRACTOR'S job progress or should otherwise violate any provision of this Agreement, CONTRACTOR may call the same to the attention of the SUBCONTRACTOR by written notice or fax transmission to the subcontractor giving the said SUBCONTRACTOR five (5) calendar days from the mailing of such notice to remedy the matter of item complained of, at the end of which time if the delay, neglect, refusal, failure, violation or other matter or item complained of still persists, then the SUBCONTRACTOR shall be in default under this Agreement.

The SUBCONTRACTOR shall comply with applicable provisions of the local, state, federal (OSHA) safety regulations and the Health and Safety Plan prepared by Mobley Contractors, Inc.

The SUBCONTRACTOR shall also indemnify CONTRACTOR from any and all expenses incurred by Contractor in defense of safety violations resulting from acts by SUBCONTRACTORS. The SUBCONTRACTOR shall indemnify the CONTRACTOR from fines or penalties imposed on the CONTRACTOR as a result of safety violations, but only to the extent that such fines or penalties are caused by the SUBCONTRACTOR'S failure to comply with applicable safety requirement, and then only to the extent that such fine or penalties are determined to be SUBCONTRACTOR'S responsibility based upon the particular failure of compliance cited, and not due to prior or repeated safety violations by the CONTRACTOR.

Then CONTRACTOR, in addition to all other remedies, shall have full power and authority without violating this agreement to take over the continuation and the completion of the work, to appropriate or use any or all materials on the ground that may be suitable or acceptable, to enter into agreements with others for the performance and completion of this Agreement in a manner acceptable to CONTRACTOR and OWNER.

SUBCONTRACTOR shall be liable to CONTRACTOR for all costs and charges incurred by CONTRACTOR in completing this Agreement, and such costs and charges may be deducted from any monies due or which may become due said SUBCONTRACTOR. In the event the expense so incurred by CONTRACTOR is less than the sum which would have been payable under this Agreement if it had been completed by SUBCONTRACTOR shall be entitled to receive the difference, but in the event said expense exceeds the sum which would have been payable under this Agreement, the SUBCONTRACTOR shall be liable for and shall pay CONTRACTOR the amount of said expense.

CONTRACTOR shall pay SUBCONTRACTOR partial estimates in the same manner as they are paid by the OWNER within then (10) days receipt by CONTRACTOR of payment from the Owner of the various amounts due as determined by the engineer's estimate at the unit prices stated for the items set forth in this Agreement less 0 (Zero per cent retainage). Retainage will be released when project is complete and accepted by Owner.

CONTRACTOR shall pay SUBCONTRACTOR the final estimate within ten (10) days receipt by CONTRACTOR of the final estimate from the OWNER.

No claim of any kind of extra work shall be allowed unless extra work has been authorized in writing by the CONTRACTOR.

SUBCONTRACTOR agrees that It will Indemnify, hold harmless and defend Architects, Engineers, Owner, and CONTRACTOR, Its agents, Employees, directors and officers of CONTRACTOR (hereinafter "Indemnities") from any lawsuits, causes of action, claims, liabilities and damages, Including but not limited to, attorney's fees and costs arising out of the Subcontractor's performance of this Contract any failure by SUBCONTRACTOR to otherwise perform Its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from work undertaken herein. The duty to Indemnify, hold harmless the CONTRACTOR does not Include the Indemnification of the CONTRACTOR where the CONTRACTOR'S negligence is the cause of any Injury to person or property.

SUBCONTRACTOR shall have no right to assign or sublet this contract in whole or in part, except by written consent of CONTRACTOR.

All of the provisions of FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts", and Supplements attached hereto, are made a part of this subcontract.

SUBCONTRACTOR agrees to pay all person, firms or corporations having contracts or accounts with it all just amounts due them for labor performed, services rendered or material furnished in the prosecution of the work. Upon completion of the work, SUBCONTRACTOR shall file immediately an affidavit with CONTRACTOR showing that all claims for labor, materials, supplies, and services incident to the construction or used in the course of performance of the work herein described have been fully satisfied.

SUBCONTRACTOR shall keep all records and pay all Social Security and other taxes required under statutes of both the State and Federal Governments; and It Is further agreed that SUBCONTRACTOR shall comply with all laws, rules, and regulations that in any way are applicable to agreements of this nature.

All applicable provisions of referenced subcontract between the Mobley Contractors, Inc. and The City of Little Rock, Arkansas, are made a part of this subcontract and SUBCONTRACTOR agrees to be bound by same.

INSURANCE. The Subcontractor shall have a direct liability for the acts of his employees and the agents for which he is legally responsible, and the contractor shall not be required to assume the liability for the acts of any others. Subcontractor agrees to procure, pay for, and maintain in full force and effect during the course of the performance of this Subcontract, and for the duration of the applicable statute of repose, the following Insurance:

A. Workman's Compensation – Statutory by Law

B. Employer's Liability – Limits:

Bodily Injury by Accident – Each Accident ----- \$100,000

Bodily Injury by Disease – Policy Limit ----- \$500,000

Bodily Injury by Disease – Each Employee ----- \$100,000

General Liability Limits:

General Aggregate----- \$2,000,000

Products & Completed Operations Ag ----- \$2,000,000

Personal & Advertising Injury ----- \$1,000,000

Each Occurrence ----- \$1,000,000

Fire Damage ----- \$50,000

Medical Expense (any one person) ----- \$5,000

Auto Liability – Combined Single Limit ----- \$1,000,000

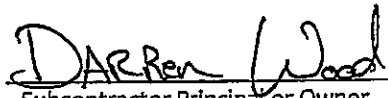
Umbrella Liability ----- \$1,000,000

Mobley Contractors, Inc. must be named as Additional Insured with coverage being primary & non-contributory for Additional Insured as respects General Liability including Completed Operations and Auto Liability. The Subcontractor must provide a "Waiver of Subrogation" as respects Workers Compensation, General Liability & Auto Liability in favor of Mobley Contractors, Inc.

- C. SUBCONTRACTOR agrees that it will Indemnify and hold harmless Architects, Engineers, Owner and CONTRACTOR against and from damages, costs, attorney's fees or any other type of expense arising out of any damage to public or private property or injury to any person or persons caused by SUBCONTRACTOR or any of its workmen, agents, employees, or furnishers of supplies. The duty to Indemnify and hold harmless CONTRACTOR does not include the Indemnification of the CONTRACTOR where the CONTRACTOR'S negligence is the cause of any injury to person or property.
- D. Subcontractor waives all rights against Contractor, its agents, officers, directors, and employees for recovery of damages to the extent those damages are covered by the Subcontractor's workers compensation and employer's liability policy.
- E. The SUBCONTRACTOR shall be responsible to the general CONTRACTOR for compliance with all safety laws, federal and state, during the conduct of SUBCONTRACTORS performance on and in connection with this project. SUBCONTRACTORS shall Indemnify the general CONTRACTOR for any and all expense incurred by the general CONTRACTOR for fines, penalties and corrective measures that result from acts of commission or omission by the SUBCONTRACTOR, its agents, employees and assigns, in failure to comply with safety laws.

In the event charges are assessed against the CONTRACTOR by the Owner because of non-completion of the Prime Contract within the contract time, the CONTRACTOR shall assess against and collect from SUBCONTRACTOR that part of such charges caused by SUBCONTRACTORS operations.

Accepted by:


Subcontractor Principal or Owner
Printed Name

Mobley Contractors, Inc.

Ronald F. Mobley, President

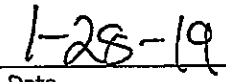
W. Ken French, Vice-President

Brad Deaver, Vice-President

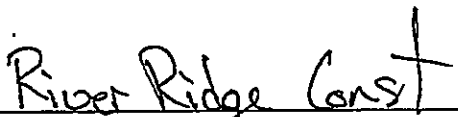
Jared French, Treasurer


Subcontractor Signature

Signature – Mobley Contractors, Inc.


Date

Printed Name


Subcontractor Company Name

#791

SUBCONTRACT AGREEMENT

**MCI PROJECT NO. 451
GEYER SPRINGS R.R. GRADE SEPERATION JOB NO. 060907
FOR
THE CITY OF LITTLE ROCK**

**RIVER RIDGE CONSTRUCTION
PO BOX 51 4637 PLEASANT VIEW ROAD
NEW KIRK, OK 74647
580-362-1304**

This Agreement made this 28th day of January 2019, by and between Mobley Contractors, Inc. whose address is P.O. Box 150, Morrilton, Arkansas 72110, hereinafter called the Contractor, and **RIVER RIDGE CONSTRUCTION** whose address is **PO Box 51 4637, PLEASANT VIEW ROAD NEW KIRK, OK 74647** hereinafter called the Subcontractor.

For the consideration hereinafter named, the subcontractor covenants and agrees with the Contractor as follows:

Scope of Work

Subcontractor to perform the following items of work in strict accordance with the contract documents for the above-referenced project.

Items of Work

Item Description	Est. Qty.	Unit Price	Extension
Site Preparation	1.000 LS	\$75,000.00	\$75,000.00
Unclassified Excavation	4,884.00 CY	\$10.25	\$50,061.00
Aggregate Base Course – Class 7	5406.00 TN	\$20.00	\$108,120.00
Concrete Drive & Apron – 6"	9200.00 SF	\$8.00	\$73,600.00
Concrete Curb & Gutter, Class 1	2925.00 LF	\$18.60	\$54,405.00
Concrete Sidewalk, 4" Thick	13115.00 SF	\$5.10	\$66,886.50
Curb Inlet – 4' Box	7.00 EA	\$2,400.00	\$16,800.00
Wing 6' Extension	4.00 EA	\$1,300.00	\$5,200.00
Wing 10' Extension	3.00 EA	\$1,300.00	\$3,900.00
18" RCP Cross Drain	158.00 LF	\$45.00	\$7,110.00
18" RCP Side Drain	252.00 LF	\$40.00	\$10,080.00
Cut & Repair Surface Street	10.00 SY	\$1,200.00	\$12,000.00
Riprap	2.00 CY	\$1,800.00	\$3,600.00
18" FES	2.00 EA	\$1,400.00	\$2,800.00

Concrete Island	11.00 SY	\$250.00	\$2,750.00
Wheel Chair Ramp (TY3)	35.00 SY	\$95.00	\$3,325.00
Mobilization	1.00 LS	\$220,000.00	\$220,000.00
Reinforcing Steel – MSE Wall – Grade 60	134,100 LB	\$1.00	\$134,100.00
Concrete Riprap	16.00 CY	\$700.00	\$11,200.00

TOTAL.....\$ 860,937.50

SUBCONTRACTOR will furnish all material, labor, supervision, equipment, taxes and Insurance to complete the listed items in compliance with Plans, Special Provisions, and Specifications of the referenced subcontract between, Mobley Contractors, Inc., and The City of Little Rock, Arkansas.

SUBCONTRACTOR certifies and acknowledges that he is familiar with said Prime Contract, its Plans, Special Provisions, Specifications and Addenda and has examined the site of work thoroughly.

SUBCONTRACTOR agrees to perform all required work in close coordination with CONTRACTOR and any and all other Subcontractors on the job so there will be no delay in the overall progress of the job. In the event SUBCONTRACTOR should fail or neglect to prosecute its work with due diligence, should cease work, should refuse to coordinate its operations to the full advantage of the CONTRACTORS job progress or should otherwise violate any provision of this Agreement, CONTRACTOR may call the same to the attention of the SUBCONTRACTOR by written notice or fax transmission to the subcontractor giving the said SUBCONTRACTOR five (5) calendar days from the mailing of such notice to remedy the matter of item complained of, at the end of which time if the delay, neglect, refusal, failure, violation or other matter or item complained of still persists, then the SUBCONTRACTOR shall be in default under this Agreement.

The SUBCONTRACTOR shall comply with applicable provisions of the local, state, federal (OSHA) safety regulations and the Health and Safety Plan prepared by Mobley Contractors, Inc.

The SUBCONTRACTOR shall also indemnify CONTRACTOR from any and all expenses incurred by Contractor in defense of safety violations resulting from acts by SUBCONTRACTORS. The SUBCONTRACTOR shall indemnify the CONTRACTOR from fines or penalties imposed on the CONTRACTOR as a result of safety violations, but only to the extent that such fines or penalties are caused by the SUBCONTRACTOR'S failure to comply with applicable safety requirement, and then only to the extent that such fine or penalties are determined to be SUBCONTRACTOR'S responsibility based upon the particular failure of compliance cited, and not due to prior or repeated safety violations by the CONTRACTOR.

Then CONTRACTOR, in addition to all other remedies, shall have full power and authority without violating this agreement to take over the continuation and the completion of the work, to appropriate or use any or all materials on the ground that may be suitable or acceptable, to enter into agreements with others for the performance and completion of this Agreement in a manner acceptable to CONTRACTOR and OWNER.

SUBCONTRACTOR shall be liable to CONTRACTOR for all costs and charges incurred by CONTRACTOR in completing this Agreement, and such costs and charges may be deducted from any monies due or which may become due said SUBCONTRACTOR. In the event the expense so incurred by CONTRACTOR is less than the sum which would have been payable under this Agreement if it had been completed by SUBCONTRACTOR shall be entitled to receive the difference, but in the event said expense exceeds the sum which would have been payable under this Agreement, the SUBCONTRACTOR shall be liable for and shall pay CONTRACTOR the amount of said expense.

CONTRACTOR shall pay SUBCONTRACTOR partial estimates in the same manner as they are paid by the OWNER within then (10) days receipt by CONTRACTOR of payment from the Owner of the various amounts due as determined by the engineer's estimate at the unit prices stated for the items set forth in this Agreement less 0 (Zero per cent retainage). Retainage will be released when project is complete and accepted by Owner.

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SUBCONTRACTOR agrees that it will indemnify, hold harmless and defend Architects, Engineers, Owner, and CONTRACTOR, its agents, Employees, directors and officers of CONTRACTOR (hereinafter "Indemnities") from any lawsuits, causes of action, claims, liabilities and damages, including but not limited to, attorney's fees and costs arising out of the Subcontractor's performance of this Contract any failure by SUBCONTRACTOR to otherwise perform its obligations pursuant to this Contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from work undertaken herein. The duty to indemnify, hold harmless the CONTRACTOR does not include the indemnification of the CONTRACTOR where the CONTRACTOR'S negligence is the cause of any injury to person or property.

SUBCONTRACTOR shall have no right to assign or sublet this contract in whole or in part, except by written consent of CONTRACTOR.

All of the provisions of FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts", and Supplements attached hereto, are made a part of this subcontract.

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SUBCONTRACTOR shall keep all records and pay all Social Security and other taxes required under statutes of both the State and Federal Governments; and it is further agreed that SUBCONTRACTOR shall comply with all laws, rules, and regulations that in any way are applicable to agreements of this nature.

All applicable provisions of referenced subcontract between the Mobley Contractors, Inc. and The City of Little Rock, Arkansas, are made a part of this subcontract and SUBCONTRACTOR agrees to be bound by same.

INSURANCE. The Subcontractor shall have a direct liability for the acts of his employees and the agents for which he is legally responsible, and the contractor shall not be required to assume the liability for the acts of any others. Subcontractor agrees to procure, pay for, and maintain in full force and effect during the course of the performance of this Subcontract, and for the duration of the applicable statute of repose, the following Insurance:

- A. Workman's Compensation – Statutory by Law
- B. Employer's Liability – Limits:
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- General Liability Limits:
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 - Each Occurrence ----- \$1,000,000
 - Fire Damage ----- \$50,000
 - Medical Expense (any one person) ----- \$5,000
- Auto Liability – Combined Single Limit ----- \$1,000,000
- Umbrella Liability ----- \$1,000,000

Mobley Contractors, Inc. must be named as Additional Insured with coverage being primary & non-contributory for Additional Insured as respects General Liability including Completed Operations and Auto Liability. The Subcontractor must provide a "Waiver of Subrogation" as respects Workers Compensation, General Liability & Auto Liability in favor of Mobley Contractors, Inc.

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In the event charges are assessed against the CONTRACTOR by the Owner because of non-completion of the Prime Contract within the contract time, the CONTRACTOR shall assess against and collect from SUBCONTRACTOR that part of such charges caused by SUBCONTRACTORS operations.

Accepted by:

Mobley Contractors, Inc.

Ronald F. Mobley, President

W. Ken French, Vice-President

Brad Deaver, Vice-President

Jared French, Treasurer

DARREN Wood
Subcontractor Principal or Owner
Printed Name

[Signature]
Subcontractor Signature

Signature -- Mobley Contractors, Inc.

1-28-19
Date

Printed Name

River Ridge Const.
Subcontractor Company Name

I read the Geyer Springs contract

2-25-2019

From: Cinda Wood (efloralshops@yahoo.com)

To: kurt.mcmanigal@ak4llc.com

Date: Friday, January 25, 2019 at 11:19 AM CST

and it did not say anything about bonding. Now they are requiring a 2,100,000.00 bond which we pay .03 percent.

Did you add this into your bid? Darren needs to know because I told him these costs add up.

Their subcontractor agreement is very simple but says nothing about bonding.

Cinda

4-18-2019
Bond company issued
did bonds then require
150,000 LOC

Fw: Outstanding Performance Bond @ 4/16/19

— □ ×

Adam Brown

Cc Bcc

Fw: Outstanding Performance Bond @ 4/16/19

----- Forwarded Message -----

From: MIKE ROZELL <mrozell1@cox.net>**To:** Kyle Reser <kreser@midamericainc.com>**Cc:** Darren Wood <wood74647@yahoo.com>; "efloralshops@yahoo.com" <efloralshops@yahoo.com>**Sent:** Thursday, April 18, 2019, 5:09:13 AM CDT**Subject:** RE: Outstanding Performance Bond @ 4/16/19

There are 2 ARDOT bonds:

\$ 848,083

\$ 1,581,827

The 10% ILOC only applies to the \$ 1,581,827?

This ARDOT process is new for us and I am not sure when the bonds will need to be issued?

We could need the \$ 158,182 pretty quick?

Any chance that the bond company would take 1/2 when bond issued and other 1/2 when job starts?

Please coordinate with Darren.

Starred Contacts More

★ W-2 Statements
me • 7/6/2021★ sm1
me • 7/13/2019★ Re: River Ridge Fin...
me • 5/2/2019★ Vap
me • 4/15/2019★ Re: Wilburton OD...
me • 12/13/2018★ Bond
me • 6/16/2017★ Re: Sandy's Bday
me • 5/19/2015★ Re: Flood maps
me • 10/15/2014

See all Starred messages



Inbox



Starred



Sent



Drafts



Folders



On April 17, 2019 at 11:40 PM Kyle Reser <kreser@midamericainc.com> wrote:

Thanks for the update on bonded backlog. I sent over to the bond company so they can have an idea of where you are at. Looks like about \$3.82MM in bonded backlog (cost to complete). Any idea when that Geyer Springs job will begin and start coming off the backlog?

I have attached a sample copy of the Irrevocable Letter of Credit (ILOC) from the bond company. The bond company doesn't need this now, but they will need it before they release the bonds to ARDOT. I will discuss terms again with the bond company this week but in the meantime we need to get this form in front of your banker so they can see what will be needed and we can be prepared when you need the bonds released.

If you have any questions regarding the ILOC I could probably answer most of those questions for you, just give me a call.

Talk soon,

Kyle D. Reser, AFSB, AAI

Insurance Agency of Mid-America, Inc.

Office (405)691-0016 / Mobile (405)880-2601

kreser@midamericainc.com

NOTICE OF CONFIDENTIALITY - This is a confidential communication between Insurance Agency of Mid America, Inc. and its related entities. The information contained (including

attached files) is solely for the use of the intended recipient. If you are not the intended recipient or a person responsible for delivering this message to an intended recipient, please be aware that any dissemination, review, re-transmission, distribution, copying or other use of this transmission by persons or entities other than the intended recipient is prohibited by law and may be subject to criminal or civil liability. If you have received this message in error, please immediately notify the sender and promptly destroy the original transmission and any copies thereof.

From: MIKE ROZELL [mailto:mrozell1@cox.net]
Sent: Tuesday, April 16, 2019 9:42 AM
To: Kyle Reser <kreser@midamericainc.com>
Cc: Darren Wood <wood74647@yahoo.com>
Subject: Outstanding Performance Bond @ 4/16/19

See attachment.

Send



B

I

U

...

