

**MAINTENANCE BOND**  
(Private Contract)

Bond #GR49699

**KNOW ALL MEN BY THESE PRESENT:**

That We, Mid-South Contracting, LLC, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Eight Thousand Three Hundred Ninety-Five and no/cents----- Dollars (\$ 8,395.00), such sum being equal to the contract price for a period of two (2) year, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Whereas, in a contract dated the 10th day of January, 20 22, with Terry Johnson, the Principal agreed to construct improvements in the City of Oklahoma City, being: Waterline, 621 N Oklahoma Ave, Oklahoma City OK WF-2021-00092

as more particularly described and in compliance with the plans and specifications on file in the Office of the City Engineer of The City of Oklahoma City. As a condition of said construction contract and as a condition of the issuance of a work order by the City Engineer, Principal has agreed and hereby agrees to construct and maintain said improvements in compliance with Oklahoma City standards and the aforementioned plans and specification against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the improvements by the Council of the City of Oklahoma City.

**NOW, THEREFORE**, if said Principal shall pay or cause to be paid to the City, 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 two (2) years from and after the final formal acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of THE CITY OF OKLAHOMA CITY, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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

**REVIEWED** and **APPROVED** by the Council of THE CITY OF OKLAHOMA CITY  
this 13TH day of AUGUST, 2024.

ATTEST:

Amy K Simpson  
City Clerk



CITY OF OKLAHOMA CITY

David Holt

MAYOR

**REVIEWED** for form and legality.

Kailyn Rawson  
Assistant Municipal Counselor

EXECUTED this 21 day of January, 2022.

Mid-South Contracting, LLC  
Principal

ATTEST:

[Signature]  
Secretary/Witness

By [Signature]

**NOTARY STATEMENT**

STATE OF Oklahoma )

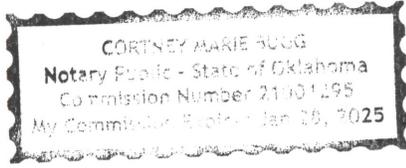
) SS.

COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 21 day of January, 2022,  
by Curt Chappell

as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these  
uses and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last  
above written.

(Seal) 

[Signature]  
Notary Public

My Commission expires: Jan 28, 2025 My Commission No.: 21001295

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Granite Re, Inc.

Surety

ATTEST:

Emily Overby  
~~Secretary~~/Witness

By Dee Lyles  
Dee Lyles, Attorney-in-fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

) **SS.**

COUNTY OF Cleveland )

Signed and sworn or affirmed before me on this 20th day of January, 20 22,  
by Dee Lyles

as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses  
and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last  
above written.

Emily Overby  
NOTARY PUBLIC - STATE OF OKLAHOMA  
(Seal) MY COMMISSION EXPIRES 01/05/2025  
COMMISSION #21000110

Emily Overby  
Notary Public

My Commission expires: 1/5/25

My Commission No.: 21000110

GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

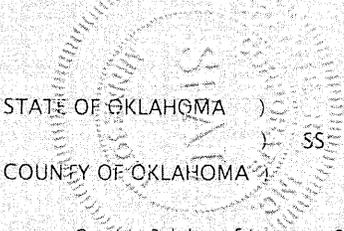
That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

T.J. BUTLER; MICHAEL MCCURDY; PAUL T. CARAWAY; ANDREA DEE ANN LYLES; LISA CALDER; PAUL MOORE; CHRYSYAL M. JONES; EMILY M. OVERBY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

T.J. BUTLER; MICHAEL MCCURDY; PAUL T. CARAWAY; ANDREA DEE ANN LYLES; LISA CALDER; PAUL MOORE; CHRYSYAL M. JONES; EMILY M. OVERBY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.



*Kenneth D. Whittington*

Kenneth D. Whittington, President

*Kyle P. McDonald*

Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



*Bethany J. Alred*

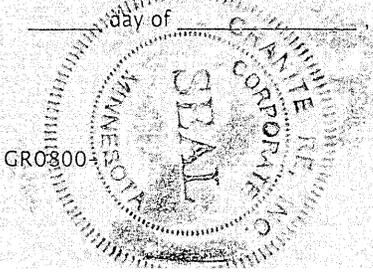
Notary Public

GRANITE RE, INC.  
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



*Kyle P. McDonald*

Kyle P. McDonald, Assistant Secretary

GRO300



Notary Statement

STATE OF Oklahoma )  
 ) Ss  
COUNTY OF McClain )

I, Dee Lyles, Notary Public in and for said County and State,  
do hereby certify that on this 20th day of January 20 22,  
Paul Moore, personally known to me to be the same person  
and official who executed the above and foregoing instrument as Agent/Broker  
appeared before me in person and acknowledged that, as such official, he/she executed the  
above instrument as his/her free and voluntary act on behalf of the insurance companies  
listed pursuant to authority conferred and for the uses and purposes therein  
set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last  
above written.



Notary Public

01006612

Notary Commission Number

My commission expires:

4/30/2025

(Seal)

