

**MAINTENANCE BOND**  
(Private Contract)

Bond #GR53592

**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  
Nine Thousand Five Hundred Fifty and no/cents Dollars  
(\$ 9,550.00), 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 1st day of December, 20 23,  
with Terry Johnson,  
the Principal agreed to construct improvements in the City of Oklahoma City, being:  
Ace Hardware, Waterline, WF-2023-00085, Oklahoma City OK

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.

Revised 1/15/08

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 10TH day of SEPTEMBER, 20 24.

ATTEST:

Amy K. Simpson  
City Clerk



**CITY OF OKLAHOMA CITY**

David Holt

**MAYOR**

**REVIEWED** for form and legality.

Frank Galt  
Assistant Municipal Counselor

EXECUTED this 8 day of December, 2023.

Mid-South Contracting, LLC

ATTEST:

Principal

[Signature]  
Secretary/Witness

By [Signature]  
Curt Chappell

**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

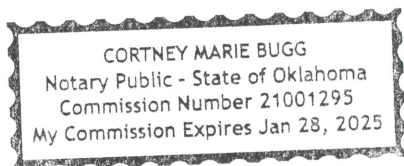
COUNTY OF Oklahoma )

Signed and sworn or affirmed before me on this 8 day of December, 2023,  
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 8 day of December, 20 23.

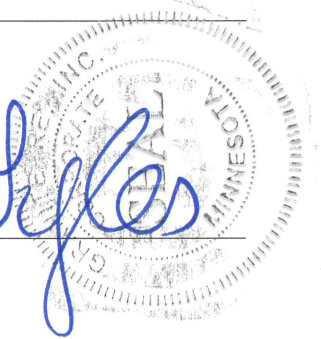
ATTEST:

Granite Re, Inc.

Surety

  
~~Notary~~ Witness

By   
Dee Lyles, Attorney-in-fact



**NOTARY STATEMENT**

STATE OF Oklahoma )

) SS.

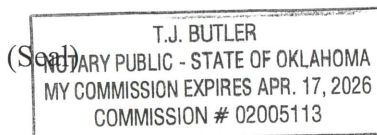
COUNTY OF Cleveland )

Signed and sworn or affirmed before me on this 8th day of December, 20 23,

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.



  
Notary Public

My Commission expires: 4-17-24

My Commission No.: 02005113



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

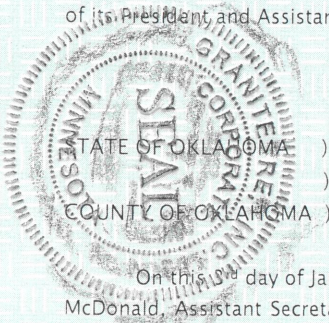
That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

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

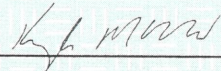
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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



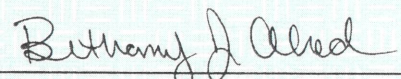
  
Kenneth D. Whittington, President

  
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



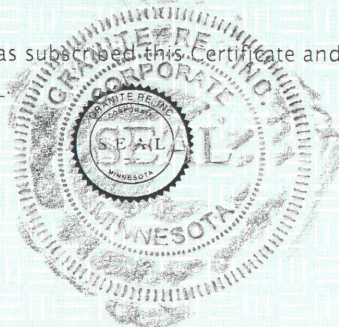
  
Notary Public

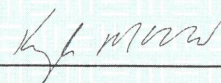
**GRANITE RE, INC.**  
**Certificate**

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 8 day of December, 2023



  
Kyle P. McDonald, Assistant Secretary





MID-CON01C

DLYLES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/8/2023

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> License # 100104501 <b>INSURICA</b> 3510 24th Ave NW, Suite 201 Norman, OK 73069		<b>CONTACT NAME:</b> Dee Lyles, ERIS, CISR, CIC <b>PHONE (A/C, No, Ext):</b> (405) 292-6411 <b>FAX (A/C, No):</b> (405) 360-8892 <b>E-MAIL ADDRESS:</b> Dee.Lyles@INSURICA.com		
<b>INSURED</b>  Mid-South Contracting, LLC 8524 S Western Ave, Ste 113 Oklahoma City, OK 73139		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Transportation Insurance Company</b>		<b>20494</b>
		<b>INSURER B : Continental Casualty Company</b>		<b>20443</b>
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

## COVERAGES

## CERTIFICATE NUMBER:

## 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			6024523812	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input checked="" type="checkbox"/> Pollution Per Occurr		MED EXP (Any one person) \$ 15,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION AGG \$ 2,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			6024523809	7/31/2023	7/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC624523826	7/31/2023	7/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Ace Hardware, Waterline-WF-2023-00085, Oklahoma City OK

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City  
Oklahoma City Water Utilities Trust  
420 W. Main  
Suite #500  
Oklahoma City, OK 73102

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

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 8th day of December 20 23,  
Tom Caraway, 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.

Dee Lyles  
Notary Public

01006612  
Notary Commission Number

My commission expires:

4/30/2025

(Seal)

