

**CONTRACT**

**Project MB-1604, Ralph Ellison Library Improvements, 2000 NE 23<sup>rd</sup> Street**

**THIS CONTRACT** by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency", and Midtown Construction Services, hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of: Six Hundred Forty-Five Thousand Dollars (\$ 645,000)

**NOW, THEREFORE**, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor's bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer or designee such detailed information as requested.

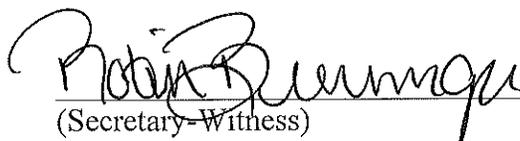
Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the City Engineer or designee to determine that said work has been

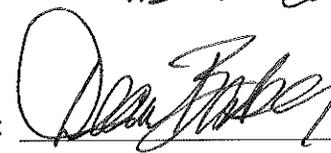
completely and fully performed in accordance with said Contract Documents, and upon making such determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

This Contract shall be effective upon approval and execution by the Awarding Public Agency below.

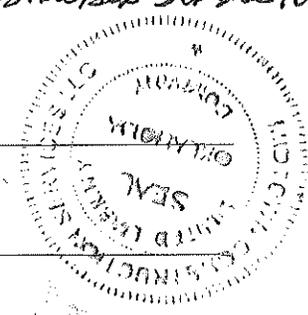
**ATTEST:**

  
(Secretary-Witness)

**Contractor:** Midtown Construction Services, LLC

**By:** 

**As:** PRESIDENT

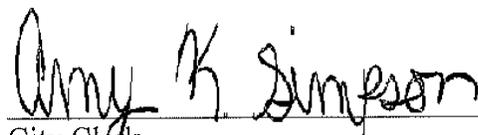


**REVIEWED** for form and legality.

  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 17TH day of DECEMBER, 20 24.

**ATTEST:**

  
City Clerk



**The City of Oklahoma City**

  
Mayor

**MAINTENANCE BOND**

**Project MB-1604, Ralph Ellison Library Improvements, 2000 NE 23<sup>rd</sup> Street**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Midtown Construction Services, LLC as Contractor, and Amerisure Mutual Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Six Hundred Forty-Five Thousand (\$ 645,000 ), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of Two (2) years from and after acceptance of said Project and work by the Awarding Public Agency, 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 Contractor or Surety herein shall fail to maintain said Project and work 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 Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor 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 Surety or the Contractor, or either of them, from the obligations of this Bond.

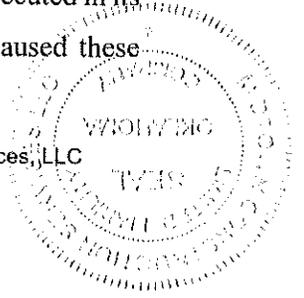
**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

**ATTEST:**

Robin Brunninger  
(Secretary-Witness)

**Contractor:** Midtown Construction Services, LLC

By: [Signature]  
As: PRESIDENT

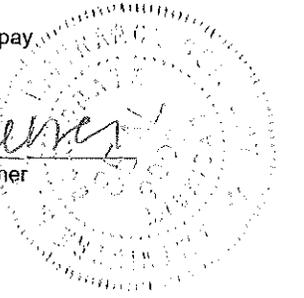


**ATTEST:**

Becky Killman  
(Secretary-Witness) Becky Killman

**Surety:** Amerisure Mutual Insurance Company

By: Carey L. Kenemer  
As: Attorney-in-Fact Carey L. Kenemer



**REVIEWED** for form and legality.

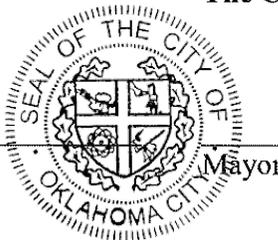
[Signature]  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 17TH day of DECEMBER, 2024.

**ATTEST:**

**The City of Oklahoma City**

Amy K. Simpson  
City Clerk



David Holt  
Mayor

**STATUTORY BOND**

**Project MB-1604, Ralph Ellison Library Improvements, 2000 NE 23<sup>rd</sup> Street**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Midtown Construction Services, LLC as Contractor, and Amerisure Mutual Insurance Company, as Surety, are severally and jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of Six Hundred Forty-Five Thousand (\$ 645,000 ), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors, suppliers and materialmen on this Project, this Bond shall become fully satisfied.

**IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD** by the parties hereto that no changes or alterations in said Contract and no deviations from the Bidding Documents and the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

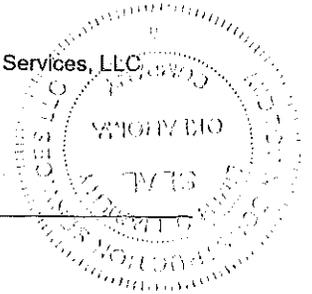
**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.

**ATTEST:**

Robin Bruningie  
(Secretary-Witness)

**Contractor:** Midtown Construction Services, LLC

By: [Signature]



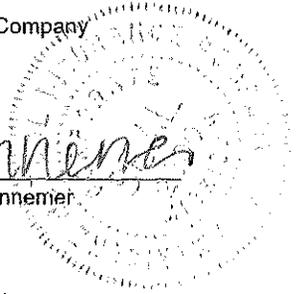
As: President

**ATTEST:**

Becky Killman  
(Secretary-Witness) Becky Killman

**Surety:** Amerisure Mutual Insurance Company

By: Carey L. Kennemer  
As: Attorney-in-Fact Carey L. Kennemer



**REVIEWED** for form and legality.

[Signature]

Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 17TH day of DECEMBER, 20 24.

**ATTEST:**

**The City of Oklahoma City**

Amy K. Simpson  
City Clerk



David Holt  
Mayor

**PERFORMANCE BOND**  
**Project MB-1604, Ralph Ellison Library Improvements, 2000 NE 23<sup>rd</sup> Street**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Midtown Construction Services, LLC as Contractor, and Amerisure Mutual Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of Six Hundred Forty-Five Thousand (\$ 645,000 ), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and The City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Awarding Public Agency and The City of Oklahoma City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

**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 Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

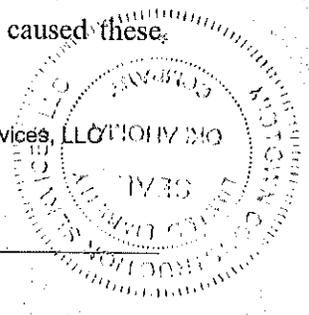
**ATTEST:**

*Robin Beumgeel*  
(Secretary-Witness)

**Contractor:** Midtown Construction Services, LLC

By: *Alan Baker*

As: *PRESIDENT*



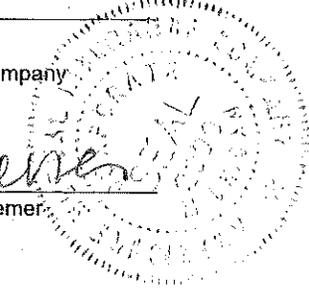
**ATTEST:**

*Becky Killman*  
(Secretary-Witness) Becky Killman

**Surety:** Amerisure Mutual Insurance Company

By: *Carey L. Kennemer*

As: Attorney-in-Fact Carey L. Kennemer



**REVIEWED** for form and legality.

*Chris Hall*  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 17TH day of DECEMBER, 20 24.

**ATTEST:**

*Amy K. Simpson*  
City Clerk



**The City of Oklahoma City**

*David Holt*  
Mayor





## THE CITY OF OKLAHOMA CITY

### PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN & AFFIDAVIT

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A Notice to Proceed will not be issued by the City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The bidder further states that they understand the resolution creating the Small, Disadvantaged, Minority and Woman-owned Subcontracting Program adopted by the City Council of the City of Oklahoma City on June 3, 2008.

#### I. Public Construction Project Subcontracting Plan

A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with Project Number MB-1604.

Midtown Construction Services utilizes Construct Connect for invitations to bid on public projects. Midtown Construction Services also publishes notifications on multiple plan rooms including, Dodge, Southwest News, and Reed Construction Data. This wide distribution network ensures that all parties, regardless of race, gender and company size, have an opportunity to bid on the project.

B. Internal Efforts – In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

Midtown Construction Services is constantly working through out various industry and community organizations including, Associated General Contractors, Associated Builders and Contractors, Chambers of Commerce, and American Subcontractors Association to develop relationships with small, minority, disadvantaged and women-owned vendors and subcontractors. These companies are added to our Construct Connect database so they can receive all of Midtown Construction Services invitations to bid regardless of race, gender and company size.

A Notice to Proceed for the project listed above will not be issued by the City Engineer until this document is completed and returned to the Public Works department. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

MEDROW CONSTRUCTION SERVICES, LLC

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Dean Baker

Signature of Contractor or Authorized Agent

DEAN BAKER - PRESIDENT

Type or print name and title of person who signed above

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) §

Signed and sworn to or affirmed before me on this 26<sup>th</sup> day of November,

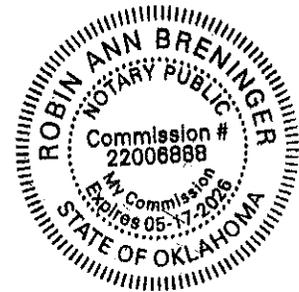
2024, by Dean Baker as the above named Contractor or Contractor's

Authorized Agent.

Robin Breninger  
Notary Public

My Commission expires 05-17-2026  
My Commission number 22006888

This Affidavit is required to be submitted with the Contractors' Subcontracting Plan.



**THE CITY OF OKLAHOMA CITY**

**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance under the Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

**This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.**

Meadow Construction Services, LLC

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Dean Babor

Signature of Bidder or Authorized Agent

DEAN BABOR - PRESIDENT

Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.

AMERISURE MUTUAL INSURANCE COMPANY  
AMERISURE INSURANCE COMPANY  
AMERISURE PARTNERS INSURANCE COMPANY

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, JOSHUA BRYAN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL, VICKI WILSON, AUSTIN K. GREENHAW, FAITH BURLESON, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES, THOMAS PERRAULT and KRISTIN LEWIS

of Rich & Cartmill, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED,** that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED,** that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED,** that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company**

State of Illinois  
County of Kane

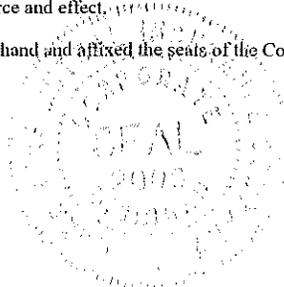
On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of November 2024.



Christopher M. Spaude, Chief Financial Officer & Treasurer

# **RICH & CARTMILL, INC.**

**INSURANCE · BONDS**

*Established in 1922.*

November 21, 2024

The City of Oklahoma City and its participating Trusts  
200 N Walker Avenue  
Oklahoma City, OK 73102

RE: Midtown Construction Services, LLC  
Bond #8050286  
Project: City of OKC - MB-1604 Ralph Ellison Library Improvements, 2000 NE  
23rd St

Dear Sir/Madam:

Please let this letter serve as authorization to date the bonds and powers of attorney for the above-captioned bonds. This authority may be extended by you the owner, or to the architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,



Carey L. Kennemer, Attorney-in-Fact for Amerisure Mutual Insurance Company

