

## CONTRACT

THIS CONTRACT made and entered into this 1 day of NOVEMBER, 2013, by and between MARCUM NURSERY as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

### **ROBINSON STREET UNDERPASS LANDSCAPE AND IRRIGATION PROJECT**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

One Hundred Fifty Three Thousand 30 and 40/100 Dollars  
(\$ 153,030.40);

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, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

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2) The CITY shall make payments minus a retainage as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or 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 project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him 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.

3) It is further agreed that the CONTRACTOR will commence said work within 7 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 60 calendar days following receipt of said NOTICE-TO-PROCEED.

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

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5) That the CITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefor by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed Sixty (60) calendar days following issuance by the CITY of a Work Order authorizing the CONTRACTOR to commence work on the project. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the

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obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

12) The attached sworn, notarized contract affidavit must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 1 day of NOVEMBER, 2013, and the 1 day of NOVEMBER, 2013.

(Corporate Seal) (where applicable)

MONTY MARCUM  
Principal

ATTEST:

Signed: Monty Marcum  
Authorized Representative

Monty Marcum  
Corporate Secretary (where applicable)

Title MONTY C MARCUM, VICE PRESIDENT  
Address 169 N MAIN AVE.  
GOLDSBY, OK 73093  
Telephone: 405. 288.2368

CITY OF NORMAN:

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

City Attorney

\_\_\_\_\_

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Contract No. K-1314-48  
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CONTRACT AFFIDAVIT

STATE OF OK )  
COUNTY OF McClain ) SS

Monty Marcum, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of MARCUMS NURSERY to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Monty Marcum  
CONTRACTOR

Subscribed and sworn to before me this 1 day of NOVEMBER, 2013.

Notary Public

Amy L. Carrel

My Commission Expires:



October 29, 2017.

PERFORMANCE BOND

Know all men by these presents, that Marcum's Nursery, Inc. a PRINCIPAL, and Granite Re, Inc. a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Hundred Fifty Three Thousand Thirty & 40/100--- DOLLARS, (\$ 153,030.40 ), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**ROBINSON STREET UNDERPASS LANDSCAPE AND IRRIGATION PROJECT**

has entered into a written CONTRACT (K-1314-48) with THE CITY OF NORMAN, dated NOVEMBER 1, 2013, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

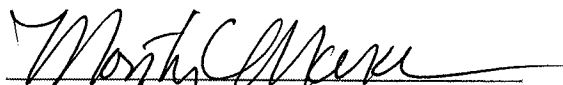
It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 1 day of NOVEMBER, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 1 day of NOVEMBER, 2013.

(Corporate Seal) (where applicable)


ATTEST:

  
Corporate Secretary (where applicable)

Principal

Marcum's Nursery, Inc.

Signed:

  
Authorized Representative

Title VICE-PRESIDENT

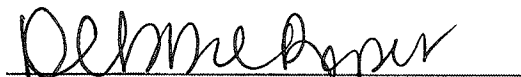
Address: 169 N MAIN AVE.

GOLDSBY, OK 73093

Telephone: 405.288.2368

Corporate Seal (where applicable)

ATTEST:

  
Corporate Secretary (where applicable)

Surety

Granite Re, Inc.

Signed:

  
Authorized Representative

Title Travis E. Brown, Attorney-in-Fact

Address: 1608 NW Expressway, Suite 100

Oklahoma City, OK 73118

Telephone: 405.418.8600

Performance Bond No. P-1314-30

Page 2 of 4



CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF McCLAIN )

The foregoing instrument was acknowledged before me this 1 day of NOVEMBER, 2013,

by MONTY C. MARCUM VICE PRESIDENT Name

and Title of MARCUM NURSERY, a OKLAHOMA corporation, on  
behalf of the corporation.

WITNESS my hand and seal this 1 day of NOVEMBER, 2013.

Amy L. Carrel  
Notary Public

My Commission Expires:

Oct. 29, 2017



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

by \_\_\_\_\_

Name and Title of \_\_\_\_\_, a

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_

Performance Bond No. P-1314-30  
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## PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_ Name  
and Title partner (agent) on behalf of \_\_\_\_\_ a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Notary Public

My Commission Expires: \_\_\_\_\_

CITY OF NORMAN

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

## City Attorney

Approved by the Council of the City of Norman this \_\_\_\_ day of \_\_\_\_\_ 2013.

ATTEST:

City Clerk

Mayor

Performance Bond No. P-1314-30  
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STATUTORY BOND

Know all men by these presents that Marcum's Nursery, Inc., as PRINCIPAL, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Norman in the sum of One Hundred Fifty Three Thousand Thirty and 40/100----DOLLARS (\$ 153,030.40 ), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**ROBINSON STREET UNDERPASS LANDSCAPE AND IRRIGATION PROJECT**

has entered into a written CONTRACT (K-1314-48) with THE CITY OF NORMAN, dated November 1, 2013, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

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 obligation of this Bond.

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 1 day of NOVEMBER, 2013, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 1 day of NOVEMBER, 2013.

(Corporate Seal) (where applicable)

ATTEST:

Monty C. Marcum  
Corporate Secretary (where applicable)

Principal  
Marcum's Nursery, Inc.

Signed: Monty C. Marcum  
Authorized Representative

Title VICE-PRESIDENT  
Address: 164 N. MAIN AVE.  
GOLDSBY, OK 73093  
Telephone: 405-288-2360

Corporate Seal (where applicable)

ATTEST:

Debbie Roper  
Corporate Secretary (where applicable)

Surety  
Granite Re, Inc.

Signed: Travis E. Brown  
Authorized Representative

Title Travis E. Brown, Attorney-in-Fact  
Address: 1608 NW Expressway, Suite 100  
Oklahoma City, OK 73118  
Telephone: 405.418.8600

Statutory Bond No. B-1314-29  
Page 2 of 4

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA )

)SS

COUNTY OF McCLAIN )

The foregoing instrument was acknowledged before me this 1 day of NOVEMBER, 2013,

by MONTY C MARCUM Name

and Title of MARCUM NURSERY, a OKLAHOMA corporation, on behalf of the corporation.

WITNESS my hand and seal this 1 day of NOVEMBER, 2013.

Notary Public

Amy L. Carrel

My Commission Expires:

October 29, 2017



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA )

)SS

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

by \_\_\_\_\_ Name and

Title of \_\_\_\_\_, a

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Notary Public

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

Statutory Bond No. B-1314-29  
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### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013,

by \_\_\_\_\_ Name \_\_\_\_\_

and Title partner (agent) on behalf of \_\_\_\_\_ partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2013.

City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

City Clerk

Mayor

Statutory Bond No. B-1314-29  
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**CITY OF NORMAN  
MAINTENANCE BOND**

Bond No: GR25738

Know all men by these presents that Marcum's Nursery, Inc., as Principal, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of DOLLARS (\$ 22,954.56 ), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Twenty Two Thousand Nine Hundred Fifty Four and 56/100--- DOLLARS (\$ 22,954.56 ), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of 1 year(s) thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**ROBINSON STREET UNDERPASS LANDSCAPE AND IRRIGATION PROJECT**

as entered into a written CONTRACT (K-1314-48) with the CITY OF NORMAN, dated Nov 1, 2013, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of Two (2) years from the date of the written final acceptance by the CITY, or date of final payment, which ever is first, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

Maintenance Bond No. MB-1314-26  
Page 1 of 4


the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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 (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 1 day of NOVEMBER, 2013, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 1 day of NOVEMBER, 2013.

(Corporate Seal) (where applicable)

ATTEST:

  
Corporate Secretary (where applicable)

Principal

Marcum's Nursery, Inc.

Signed:

  
Authorized Representative

Title **VICE PRESIDENT**

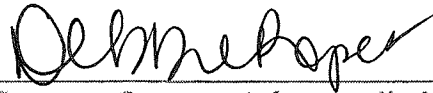
Address: **169 N. MAIN AVE.**

**GALDSBY, OK 73093**

Telephone: **405. 288. 2368**

Corporate Seal (where applicable)

ATTEST:

  
Corporate Secretary (where applicable)

Surety

Granite Re, Inc.

Signed:

  
Authorized Representative

Title **Travis E. Brown, Attorney-in-Fact**

Address: **1608 NW Expressway, Suite 100**

**Oklahoma City, OK 73118**

Telephone: **405.418.8600**

Maintenance Bond No. MB-1314-26

Page 2 of 4



CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF McCLAIN )

The foregoing instrument was acknowledged before me this 1 day of NOVEMBER, 2013,

by MONTY C MARCUM VICE PRESIDENT Name

and Title of MARCUM NURSERY, an OKLAHOMA corporation, on behalf of the corporation.

WITNESS my hand and seal this 1 day of NOVEMBER, 2013

Notary Public

Amy L. Carrel

My Commission Expires:

October 29, 2017



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

by \_\_\_\_\_ Name

and Title of \_\_\_\_\_, a

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Notary Public

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

by \_\_\_\_\_ Name  
and Title

partner (agent) on behalf of \_\_\_\_\_ a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Notary Public  
My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

ATTEST:

City Clerk

Mayor

Maintenance Bond No. MB-1314-26  
Page 4 of 4

**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 OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; SUSANNE CUSIMANO; DWIGHT A. PILGRIM; SHELLI R. SAMSEL 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:

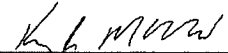
TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; SUSANNE CUSIMANO; DWIGHT A. PILGRIM; SHELLI R. SAMSEL may lawfully 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 Secretary/Treasurer, this 23<sup>rd</sup> day of September, 2013.

STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Treasurer

On this 23<sup>rd</sup> day of September, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer 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 Secretary/Treasurer 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 Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
Notary Public


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

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma 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 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, Secretary/Treasurer