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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Buckhaults Electric Service, LLC

(Name of Contractor)

600 Harrison Street, Ellisville, MS 39437

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and

Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Hattiesburg

(Name of Owner)

P.O. Box 1898, Hattiesburg, MS 39403-1898

(Address of Owner)

hereinafter called OWNER, in the penal sum of one hundred sixty-four thousand, eight hundred dollars and 00/100 Dollars, \$(164,800.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated 7<sup>th</sup> day of March 20 18, a copy of which is hereto attached and made a part hereof for the construction of :

Tatum Park – Soccer Fields #15 and #17 Lighting

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

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00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in 5 counterparts, each one of which shall be deemed an original, this the 7<sup>th</sup> day of March, 20 18.

ATTEST:

(Seal) \_\_\_\_\_  
(Principal) Secretary

Kayla Howard  
Witness as to Principal

600 Harrison Street  
(Address)

Ellisville, MS 39437

ATTEST:

Trina Cobb  
Witness as to Surety Trina Cobb  
248 East Capitol Street, Ste. 1200  
(Address)  
Jackson, MS 39201

Buckhaults Electric Services, LLC

By Richard Buckhaults  
Principal  
600 Harrison Street  
(Address)

Ellisville, MS 39437

Granite Re, Inc.

Surety  
By Amanda Jean Charfauros  
Amanda Jean Charfauros, Attorney-in-Fact  
Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.  
(Address)  
248 East Capitol Street, Ste. 1200  
Jackson, MS 39201

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

00500-8

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**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

Buckhaults Electric Service, LLC

(Name of Contractor)

600 Harrison Street, Ellisville, MS 39437

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Hattiesburg

(Name of Owner)

P.O. Box 1898, Hattiesburg, MS 39403-1898

(Address of Owner)

hereinafter called OWNER, in the penal sum of one hundred sixty-four thousand, eight hundred dollars and 00/100 Dollars, \$(164,800.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 7<sup>th</sup> day of March 20 18, a copy of which is hereto attached and made a part hereof for the construction of:

Tatum Park – Soccer Fields #15 and #17 Lighting

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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00500-9

IN WITNESS WHEREOF, this statement is executed in 5 counterparts, each one of which shall be deemed an original, this the 7<sup>th</sup> day of March, 20 18.

ATTEST:

(Seal) \_\_\_\_\_  
(Principal) Secretary

Kayla Howard  
Witness as to Principal

600 Harrison Street  
(Address)

Ellisville, MS 39437

ATTEST:  
Trina Cobb  
Witness as to Surety Trina Cobb  
248 East Capitol Street, Ste. 1200  
(Address)  
Jackson, MS 39201

Buckhaults Electric Services, LLC  
By Richard Buckhaults  
600 Harrison Street  
(Address)

Ellisville, MS 39437

Granite Re, Inc.  
Surety  
By Amanda Jean Charfauros  
Amanda Jean Charfauros, Attorney-In-Fact  
Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.  
(Address)  
248 East Capitol Street, Ste. 1200  
Jackson, MS 39201

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

# 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:

JIM A. ARMSTRONG; TRINA COBB; JERRY EUGENE HORNER, JR.; PEGGY L. JACKSON; JERRY G. VEAZEY, JR.; JASON J. YOUNG; BRODY ERIC BUCKLEY; STEPHEN WESLEY PRICE, JR; AMANDA JEAN CHARFAUROS 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:


JIM A. ARMSTRONG; TRINA COBB; JERRY EUGENE HORNER, JR.; PEGGY L. JACKSON; JERRY G. VEAZEY, JR.; JASON J. YOUNG; BRODY ERIC BUCKLEY; STEPHEN WESLEY PRICE, JR; AMANDA JEAN CHARFAUROS 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 14<sup>th</sup> day of June, 2017.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Treasurer

On this 14<sup>th</sup> day of June, 2017, 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, 2021  
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