

**File Attachments for Item:**

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF \$220,000, MAINTENANCE BOND MB-2324-48, PERFORMANCE BOND B-2324-48; AND STATUTORY BOND B-2324-49 FOR THE SUNRISE PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-107 GRANTING TAX EXEMPT STATUS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/12/2024

**REQUESTER:** James Briggs, Park Development Manager

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-125: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF \$220,000, MAINTENANCE BOND MB-2324-48, PERFORMANCE BOND B-2324-48; AND STATUTORY BOND B-2324-49 FOR THE SUNRISE PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-107 GRANTING TAX EXEMPT STATUS.

### BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which funds various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve existing neighborhood parks. The funds for this project are “pay-go,” meaning projects can only be completed once the funds are available. The overall NORMAN FORWARD Neighborhood Park improvement plan was presented to the Board of Park Commissioners in March 2017 and then to the City Council in May 2017 for approval.

### DISCUSSION:

On October 27<sup>th</sup> and November 10<sup>th</sup>, 2023, RFP Number 2324-26 for the Sunrise Park Playground Project was advertised in the *Norman Transcript*. Requests for proposals were distributed directly to seven playground equipment vendors, six of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on providing the optimum number of diverse play events, overall play areas, and age appropriateness for the neighborhood. The play equipment we have chosen maximized play value for all ages by incorporating multi-level play decks, net climbers, stand-alone spinners, climbing components, slides, and swings for all ages and a wide range of abilities. This combination of equipment allows children of all ages to enjoy the equipment in various ways. The unique features of the design set it apart from other proposals and make the playground even more innovative and able to accommodate a range of ages and abilities on this equipment. All bidders were asked to maximize the \$220,000 playground budget and include accessible features in their proposal.

When the different projects were compared, it was determined that the playground offered by Happy Playgrounds LLC presented the most significant number and variety of play features versus the total price.

Staff recommends awarding Contract Number K-2324-125 to Happy Playgrounds LLC, in the total amount of \$220,000 for the Sunrise Park Playground Project.

**RECOMMENDATION 1:** It is recommended that Request for Proposal RFP 2324-26 be awarded to Happy Playgrounds LLC in the amount of \$220,000 for the Sunrise Park Playground Project. The funding of \$220,000 is available for this project in the Norman Forward Neighborhood Parks Improvement Project, Construction (account 51798830-46101; project NFP101).

**RECOMMENDATION 2:** It is further recommended that City Council approve Contract K-2324-125, Performance Bond B-2324-48, Statutory Bond B-2324-49, and Maintenance Bond MB-2324-48

**RECOMMENDATION 3:** It is further recommended that Happy Playgrounds, LLC, be authorized and appointed as project agent for the Sunrise Park Playground Project by Resolution R-2324-107 to avoid payment of sales tax on equipment and materials purchases related to the project.

Contract # K-2324-125

**C O N T R A C T**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Happy Playgrounds, LLC, hereinafter designated as “Contractor”, and the City of Norman, a municipal corporation, hereinafter designated as “City”.

**W I T N E S S E T H**

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 said bidding documents, and has caused Solicitation for Bids 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:

**SUNRISE PARK PLAYGROUND**

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 Solicitation for Bids, has submitted to the City, in 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 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 total sum named in the proposal, to wit: Two Hundred and Twenty Thousand DOLLARS and No CENTS (\$220,000.00);

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 their 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:
  - i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE
  - ii. The Notice to Bidders published in the Norman Transcript October 27 and November 10, 2023; the Request for Proposal (RFP 2324-27), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal;

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each of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

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 obligation 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.

2. The City shall make payments to the Contractor in the following manner:
  - i. The project manager, 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, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
  - ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the 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 them 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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Eighty (180) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2324-125

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs  
 Park Development Manager  
 225 N. Webster Ave.  
 Norman, OK 73070

Contractor:

Kelli Collins  
 Title: Owner/Managing Member  
 8601 South Oxford Avenue  
 Tulsa, OK 74137

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

Contract # K-2324-125

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.
  - ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
    - a. \$25,000 for loss of property arising out of a single act or occurrence.
      - i. \$125,000 per person for any other loss arising out of a single act or occurrence.
      - b. \$1,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
  - ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
  - iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
  - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
  - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
  - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

Contract # K-2324-125

- vii. *Nondiscrimination*: Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.
  - viii. *Non-Waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
8. The sworn statement below must be signed and notarized before this Contract will become effective.

*[Signatures on following page]*



Contract # K-2324-125

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

**CONTRACTOR**

Corporate Seal

Happy Playgrounds, LLC  
Company Name

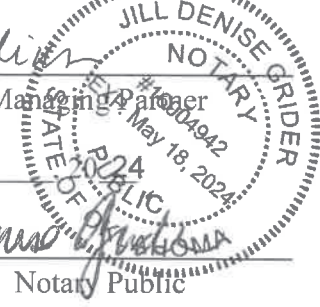
ATTEST: Jill Grider  
Corporate Secretary

BY Kelli Collins  
President or Managing Partner

STATE OF Oklahoma

COUNTY OF Tulsa

Kelli Collins, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Kelli Collins  
President or Managing Partner  
  
Jill Denise Grider  
Notary Public

Subscribed and sworn to before me this 20th day of February

My Commission Expires: May 18, 2024  
Commission Number: 16004942

**CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the City Council this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk

Bond # B-2324-49

**STATUTORY BOND**

Surety Bond No. 107884344

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 and city of the first class, of the State of Oklahoma, in the penal sum of Two Hundred and Twenty Thousand DOLLARS and No CENTS, (\$220,000.00), 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, jointly and severally, firmly by these presents.

Dated this 2nd day of January, 2024.

The conditions of this obligation are such, that whereas, the above Bonded Principal Happy Playgrounds, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

**SUNRISE PARK PLAYGROUND**

and has entered into a certain written contract with THE CITY OF NORMAN, dated \_\_\_\_\_, 20\_\_\_\_\_, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Happy Playgrounds, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 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 to do so, the day and year first above written.

Bond # B-2324-49  
Surety Bond No. 107884344

ATTEST:

Brian J. [Signature]  
Corporate Secretary

Happy Playgrounds, LLC  
Company Name

BY [Signature]  
Principal

ATTEST:

[Signature]  
Corporate Secretary (Surety)  
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America  
Surety Name

BY [Signature]  
Surety  
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]  
Notary Public Sarah Timmons 129058366



My Commission Expires: 8-16-2024  
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

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

Bond # B-2324-48

**PERFORMANCE BOND**

Surety Bond No. 107884344

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 and city of the first class, of the State of Oklahoma, in the full and just sum of Two Hundred and Twenty Thousand DOLLARS and No CENTS, (\$ 220,000.00 ), 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 jointly and severally, firmly by these presents. Dated this 2nd day of January, 2024.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

**SUNRISE PARK PLAYGROUND**

and has entered into a certain written contract with THE CITY OF NORMAN dated                     20                    , for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto 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 to do so, the day and year first above written.

Bond # B-2324-48  
Surety Bond No. 107884344

ATTEST:

Brian Call  
Corporate Secretary

Happy Playgrounds, LLC  
Company Name

BY Kelli Collins  
Principal

ATTEST:

Ashlyn Simchik  
Corporate Secretary (Surety)  
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America  
Surety Name

BY S-J McCauley Jr  
Surety  
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



My Commission Expires: 8-16-2024  
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

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

Bond # MB-2324-48  
Surety Bond No. 107884344

**MAINTENANCE BOND**

WHEREAS, THE UNDERSIGNED Happy Playgrounds, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated \_\_\_\_\_, 20\_\_\_\_, for the construction of:

**SUNRISE PARK PLAYGROUND**

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Travelers Casualty and Surety Company of America as a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Two Hundred and Twenty Thousand Dollars and No CENTS (\$ 220,000.00 ), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, 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.

Bond #MB-2324- 48

Surety Bond No. 107884344

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 its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this 2nd day of January, 2024.

ATTEST: Bruce Call Corporate Secretary Happy Playgrounds, LLC Company Name

Mailing Address of Principal: 8601 South Oxford Avenue BY Hilli Collins Principal

Tulsa, OK 74137 Travelers Casualty and Surety Company of America Surety Name

BY: Sean J McCauley, Jr. Sean J McCauley, Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of January, 2024, personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Sarah Timmons Notary Public 

My Commission Expires: 8-16-2024  
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

Stephan Wilson City Attorney

Approved by the Council of the City of Norman, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SEAN J MCCAULEY JR** of **DALLAS**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of January, 2024.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



State of  Oklahoma

Carroll Fisher  
Insurance Commissioner  
Oklahoma City, Oklahoma

Whereas, the

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

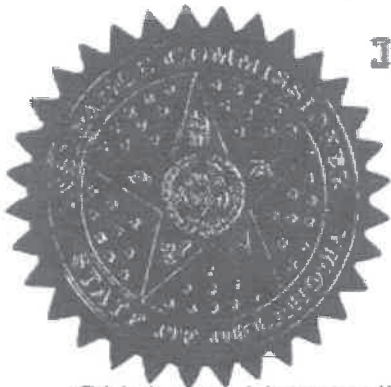
a corporation organized under the laws of CONNECTICUT

and located at ONE TOWER SQUARE - 2S2 / CORP TAX  
HARTFORD, CT 06183

having complied with the Insurance laws of Oklahoma, is hereby licensed and  
authorized to transact the business of

ACCIDENT & HEALTH, PROPERTY, CASUALTY, MARINE, VEHICLE,  
SURETY, WORKERS COMP

This Certificate of Authority shall be perpetual and automatically renewed as of  
March 1st of every year, unless the insurer fails to qualify for renewal pursuant  
to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, I have hereunto set my hand  
and caused the seal of my office to be affixed at the  
City of Oklahoma City, State of Oklahoma, this

1st day of MARCH A.D. 2003

*Carroll Fisher*

Carroll Fisher  
Insurance Commissioner State of Oklahoma

Oklahoma License # 0055

# Resolution

R-2324-107

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HAPPY PLAYGROUNDS, L.L.C., AS PROJECT AGENT FOR THE SUNRISE PARK PLAYGROUND PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Happy Playgrounds, L.L.C., for the Sunrise Park Playground Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Happy Playgrounds, L.L.C., to purchase materials which are in fact used for the playground equipment associated with the Sunrise Park Playground Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, did appoint Happy Playgrounds, L.L.C., who is involved with the Sunrise Park Playground Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Sunrise Park Playground Project for the City of Norman.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

ATTEST:

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



## CITY OF NORMAN

Norman, Oklahoma

23 January 2024

TABULATION OF BID QUOTES  
SUNRISE PARK PLAYGROUND PROJECT

The following is a tabulation of quotes received by the City of Norman for the Sunrise Park Playground Project.

Contractor	Bid Amount
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 1	\$220,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 2	\$220,000.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 3	\$220,000.00
<b>HAPPY PLAYGRUONDS, LLC</b> <b>(TULSA, OK)—OPTION 4</b>	<b>\$220,000.00</b>
ACS PLAYGROUND ADVENTURES INC. (TULSA, OK)	\$220,000.00
THE PLAYWELL GROUP, INC. (BOERNE, TX)—OPTION 1	\$291,921.29

THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 2	\$251,335.51
CUNNINGHAM RECREATION (CHARLOTTE, NC)	\$219,999.30
PLAY BY DESIGN (TULSA, OK)	\$219,650.00
PLAY AND PARK STRUCTURES (CHATTANOOGA, TN) —OPTION 1	\$254,234.88
PLAY AND PARK STRUCTURES (CHATTANOOGA, TN)—OPTION 2	\$218,927.78

**File Attachments for Item:**

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-126: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF \$135,000, MAINTENANCE BOND MB-2324-49, PERFORMANCE BOND B-2324-50; AND STATUTORY BOND B-2324-51 FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-108 GRANTING TAX EXEMPT STATUS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/12/2024

**REQUESTER:** James Briggs, Park Development Manager

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-126: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC, IN THE AMOUNT OF \$135,000, MAINTENANCE BOND MB-2324-49, PERFORMANCE BOND B-2324-50; AND STATUTORY BOND B-2324-51 FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT, AND RESOLUTION R-2324-108 GRANTING TAX EXEMPT STATUS.

### BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, which funds various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve existing neighborhood parks. The funds for this project are “pay-go,” meaning projects can only be completed once the funds are available. The overall NORMAN FORWARD Neighborhood Park improvement plan was presented to the Board of Park Commissioners in March 2017 and then to the City Council in May 2017 for approval

### DISCUSSION:

On October 27<sup>th</sup> and November 10<sup>th</sup>, 2023, RFP Number 2324-27 for the Falls Lakeview Park Playground Project was advertised in the *Norman Transcript*. Requests for proposals were distributed directly to seven playground equipment vendors, six of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on providing the optimum number of diverse play events, overall play areas, and age appropriateness for the neighborhood. The play equipment we have chosen maximized play value for all ages by incorporating multi-level play decks, net climber, stand-alone spinner, spring rocker, climbing components, slides and swings for all ages, and a wide range of abilities. This combination of equipment allows children of all ages to enjoy the experience in various ways. The unique features of the design set it apart from other proposals and make the playground even more innovative and able to accommodate a range of ages and abilities on this equipment. All bidders were asked to maximize the \$135,000 playground budget and include accessible features in

their proposal. When the different projects were compared, it was determined that the playground offered by Happy Playgrounds LLC presented the most significant number and variety of play features versus the total price.

Staff recommends awarding Contract Number K-2324-126 to Happy Playgrounds LLC, in the total amount of **\$135,000**, for the Falls Lakeview Park Playground Project.

**RECOMMENDATION 1:** It is recommended that Request for Proposal RFP 2324-27 be awarded to Happy Playgrounds LLC, in the amount of \$135,000 for the Falls Lakeview Park Playground Project. The funding of \$135,000 is available for this project in the Norman Forward Neighborhood Parks Improvement Project, Construction (account 51798830-46101; project NFP101).

**RECOMMENDATION 2:** It is further recommended that City Council approve Contract K-2324-126, Performance Bond B-2324-50, Statutory Bond B-2324-51, and Maintenance Bond MB-2324-49.

**RECOMMENDATION 3:** It is further recommended that Happy Playgrounds, LLC, be authorized and appointed as project agent for the Falls Lakeview Park Playground Project by Resolution R-2324-108 to avoid the payment of sales tax on materials and equipment purchases related to the project.

Contract # K-2324-126

**C O N T R A C T**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Happy Playgrounds, LLC, hereinafter designated as “Contractor”, and the City of Norman, a municipal corporation, hereinafter designated as “City”.

**W I T N E S S E T H**

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 said bidding documents, and has caused Solicitation for Bids 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:

**FALLS LAKEVIEW PARK PLAYGROUND**

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 Solicitation for Bids, has submitted to the City, in 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 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 total sum named in the proposal, to wit: One Hundred and Thirty-five Thousand DOLLARS and No CENTS (\$135,000.00);

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 their 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:
  - i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE
  - ii. The Notice to Bidders published in the Norman Transcript October 27 and November 10, 2023; the Request for Proposal (RFP 2324-27), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal;



Contract # K-2324-126

each of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

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 obligation 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.

2. The City shall make payments to the Contractor in the following manner:
  - i. The project manager, 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, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
  - ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the 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 them 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 estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Eighty (180) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2324-126

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs  
Park Development Manager  
225 N. Webster Ave.  
Norman, OK 73070

Contractor:

Kelli Collins  
Title: **Owner/Managing Member**  
8601 South Oxford Avenue  
Tulsa, OK 74137

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

Contract # K-2324-126

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.
  - ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
    - a. \$25,000 for loss of property arising out of a single act or occurrence.
      - i. \$125,000 per person for any other loss arising out of a single act or occurrence.
      - b. \$1,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
  - ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
  - iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
  - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
  - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
  - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

Contract # K-2324-126

- vii. *Nondiscrimination:* Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.
  - viii. *Non-Waiver:* No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
8. The sworn statement below must be signed and notarized before this Contract will become effective.

*[Signatures on following page]*

Contract # K-2324-126

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

**CONTRACTOR**

Corporate Seal

Happy Playgrounds, LLC  
Company Name

ATTEST: *Jill Grider*  
Corporate Secretary

BY *Kelli Collins*  
President or Managing Partner

STATE OF Oklahoma )

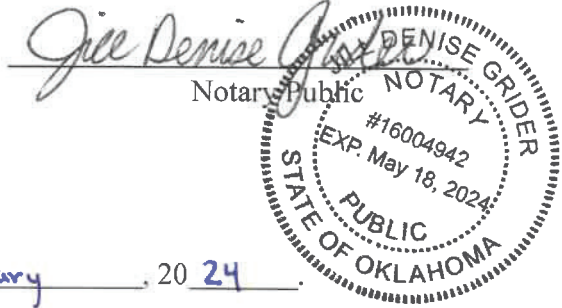
COUNTY OF Tulsa )

Kelli Collins, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

*Kelli Collins*  
President or Managing Partner

Subscribed and sworn to before me this 20th day of February, 20 24

My Commission Expires: May 18, 2024  
Commission Number: 16004942



**CITY OF NORMAN**

Approved as to form and legality this 26 day of February, 20 24.

*Alyson Williams*  
City Attorney

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_  
Mayor

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

Bond # B-2324-51  
Surety Bond No. 107884345

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC as Principal, and Travelers Casualty and Surety Company of America a corporation organized under the laws of the State of Connecticut, 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 and city of the first class, of the State of Oklahoma, in the penal sum of One Hundred and Thirty-five Thousand DOLLARS and No CENTS, (\$135,000.00), 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, jointly and severally, firmly by these presents.

Dated this 2nd day of January, 2024.

The conditions of this obligation are such, that whereas, the above Bonded Principal Happy Playgrounds, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

**FALLS LAKEVIEW PARK PLAYGROUND**

and has entered into a certain written contract with THE CITY OF NORMAN, dated \_\_\_\_\_, 20\_\_\_\_\_, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Happy Playgrounds, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 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 to do so, the day and year first above written.

Bond # B-2324-51  
Surety Bond No. 107884345

ATTEST:

Brian Gull  
Corporate Secretary

Happy Playgrounds, LLC  
Company Name

BY Kyle Collins  
Principal

ATTEST:

Ashlyn Simchik  
Corporate Secretary (Surety)  
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America  
Surety Name

BY Sean J McCauley, Jr.  
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]  
Notary Public  Sarah Danielle Timmons

My Commission Expires: 8-16-2024  
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_, day of \_\_\_\_\_ 20\_\_.

ATTEST:

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

\_\_\_\_\_  
Mayor

Bond # B-2324-50

**PERFORMANCE BOND**

Surety Bond No. 107884345

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 and city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred and Thirty-five Thousand DOLLARS and No CENTS, (\$ 135,000.00 ), 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 jointly and severally, firmly by these presents. Dated this 2nd day of January, 20 24.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

**FALLS LAKEVIEW PARK PLAYGROUND**

and has entered into a certain written contract with THE CITY OF NORMAN dated                     20                    , for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto 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 to do so, the day and year first above written.



Bond # B-2324-50  
Surety Bond No. 107884345

ATTEST:

Brian Call  
Corporate Secretary

Happy Playgrounds, LLC  
Company Name

BY Kelli Collins  
Principal

ATTEST:

Ashlyn Simchik  
Corporate Secretary (Surety)  
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America  
Surety Name

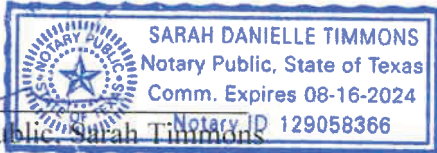
BY Sean J. McCauley, Jr.  
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Sarah Timmons  
Notary Public, Sarah Timmons



My Commission Expires: 8-16-2024  
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

Ashlyn Simchik  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

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

Bond # MB-2324-49  
Surety Bond No. 107884345

**MAINTENANCE BOND**

WHEREAS, THE UNDERSIGNED Happy Playgrounds, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated \_\_\_\_\_, 20\_\_\_\_, for the construction of:

**FALLS LAKEVIEW PARK PLAYGROUND**

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and Happy Playgrounds, LLC, as a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One Hundred and Thirty-five Thousand Dollars and No CENTS (\$135,000.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, 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.

Bond #MB-2324-49  
Surety Bond No. 107884345

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 its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this 2nd day of January, 2024.

ATTEST: [Signature] Happy Playgrounds, LLC  
Corporate Secretary Company Name

Mailing Address of Principal: BY [Signature]  
Principal

8601 South Oxford Avenue  
Tulsa, OK 74137

Travelers Casualty and Surety Company of America  
Surety Name  
BY: [Signature]  
Attorney-in-Fact  
Sean J McCauley, Jr., Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of January, 2024, personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]  
Notary Public, Sarah Timmons  


My Commission Expires: 8-16-2024  
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 2024.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SEAN J MCCAULEY JR** of **DALLAS**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of January, 2024.



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

State of  Oklahoma

Carroll Fisher  
Insurance Commissioner  
Oklahoma City, Oklahoma

**Whereas, the**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation organized under the laws of CONNECTICUT

and located at ONE TOWER SQUARE - 2S2 / CORP TAX  
HARTFORD, CT 06183

having complied with the Insurance laws of Oklahoma, is hereby licensed and authorized to transact the business of

ACCIDENT & HEALTH, PROPERTY, CASUALTY, MARINE, VEHICLE,  
SURETY, WORKERS COMP

*This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the insurer fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.*



**In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this**

1st day of MARCH A.D. 2003

*Carroll Fisher*

Carroll Fisher  
Insurance Commissioner State of Oklahoma

Oklahoma License # 0055

# Resolution

R-2324-108

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HAPPY PLAYGROUNDS, L.L.C., AS PROJECT AGENT FOR THE FALLS LAKEVIEW PARK PLAYGROUND PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Happy Playgrounds, L.L.C., for the Falls Lakeview Playground Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Happy Playgrounds, L.L.C., to purchase materials which are in fact used for the playground equipment associated with the Falls Lakeview Playground Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, did appoint Happy Playgrounds, L.L.C., who is involved with the Falls Lakeview Playground Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Falls Lakeview Playground Project for the City of Norman.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

ATTEST:

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



CITY OF NORMAN  
Norman, Oklahoma  
23 January 2024

TABULATION OF BID QUOTES  
FALLS LAKEVIEW PARK PLAYGROUND PROJECT

The following is a tabulation of quotes received by the City of Norman for the Falls Lakeview Park Playground Project.

Contractor	Bid Amount
<b>HAPPY PLAYGRUONDS, LLC</b> <b>(TULSA, OK)—OPTION 1</b>	<b>\$135,000.00</b>
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 2	\$135,000.00
HAPPY PLAYGROUNDS, LLC (TULSA, OK)—OPTION 3	\$135,000.00
ACS PLAYGROUND ADVENTURES INC. (TULSA, OK)	\$135,000.00
THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 1	\$173,803.59
THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 2	\$155,854.84

CUNNINGHAM RECREATION

(CHARLOTTE, NC)

\$134,999.11

J. OLIVER CONSTRUCTION

(KANSAS CITY, KS)

\$141,675.83

PLAY AND PARK STRUCTURES

(CHATTANOOGA, TN)

\$218,101.60