

MAINTENANCE BOND

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Playcore Wisconsin, Inc. dba GameTime and Berkley Insurance Company, as a corporation organized under the laws of the State of Delaware, and authorized to transact business in the State of Oklahoma, as Surety, are jointly and severally, firmly held and bound unto THE CITY OF NORMAN, a Public Trust, herein called CITY, in the sum of Three Hundred Sixty Two Thousand Five Hundred Ninety Nine DOLLARS and Thirty CENTS (\$ \$362,599.30), in lawful money of the United States of America, for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, firmly by these presents.

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

ANDREWS PARK PLAYGROUND

And has entered into a written Contract with the CITY, dated April 6, 2022 for the erection and construction of this Project, that Contract being incorporated herein by reference 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.

The condition of this bond is such that if the said 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 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; all for a period of one year from the date of the written final acceptance by the CITY, 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 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-2122-57

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 7th day of April, 2022.

ATTEST: [Signature] Playcore Wisconsin, Inc. dba GameTime

MAIAC TOWNSON Corporate Secretary CO-OP DIR RISK

Company Name

Mailing Address of Principal:

BY [Signature]

MIKE McWILLIAMS Principal VP CS

150 PlayCore Drive SE

Berkley Insurance Company

Fort Payne, AL 35967

Surety Name

BY: [Signature]

Attorney-in-Fact
AnnMarie Keane

STATE OF ALABAMA; COUNTY OF DEKALB:

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of April, 2022 personally appeared MIKE McWILLIAMS to me known to be the identical person who executed the foregoing, and acknowledge to me that HE executed the same as HIS 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.

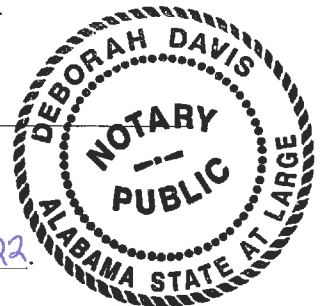
[Signature]
Notary Public

My Commission Expires: 3/12/2023

Commission Number: 2428

Approved as to form and legality this 19th day of April, 2022.

[Signature]
City Attorney



Approved by the Council of the CITY of Norman, this ___ day of _____, 20__.

Mayor

ATTEST: _____
City Clerk

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Iannotta; Megan Schlueter; or Ann Marie Keane of Marsh USA, Inc. of Morristown, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of January, 2022.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of January, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this 7th day of April, 2022.



Vincent P. Forte
Vincent P. Forte