#### CONTRACT

THIS CONTRACT made and entered into this <u>23</u><sup>rd</sup> day of <u>June</u>, 20<u>25</u>, by and between <u>G&S Sign Services,LL</u> as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

#### WITNESSETH

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

## WAYFINDING PHASE 4 PROJECT ON 36<sup>th</sup> AVE WEST AND THE PORTER AVE/CLASSEN BLVD IN THE CITY OF NORMAN

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

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

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: <u>Two Hundred Nine</u> Dollars (\$ 209,875.00 ); Thousand Eight Hundred Seventy Five

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

- 1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Notice to Bidders, Instruction to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The CITY shall make payments minus a retainage as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day

K-2526-4

K-2526-4

of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

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

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within <u>5</u> days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same <u>120</u> calendar days following receipt of said NOTICE-TO-PROCEED.
- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
  - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
  - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

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

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

- 5) That the CITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.
- 6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional work are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.
- 8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefor by the CITY.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.
- 11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.
- 12) Neither party may assign this contract without written permission of the other party.

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 obligations

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

The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF	Oklahoma	)
COUNTY OF	Oklahoma	)

Jim Gleason , 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.

Submitted and sworn to before me this  $23^{cd}$  day of June , 20 $3^{cd}$ .

Notary Public

Notary I ublic

My Commission Expires:

9-12-2027

SHANNON MARIE HASH Notary Public, State of Oklahoma Commission # 23012344 My Commission Expires 09-12-2027 IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the <u>33rd</u> day of <u>June</u>, 20<u>25</u>, and the <u>23rd</u> day of <u>June</u>, 20<u>35</u>.

(Corporate Seal) (where applicable)

ATTEST: Corporate Secretary (where applicable)

Jin	n Gleason
Principa	
Signed:	
	Authorized Representative
	Owner /Member
	TP1+1

Title

Address: <u>1634 SE 23rd St</u> Oklahoma City, OK 73129

Telephone: \_\_\_\_\_405-604-3636

CITY OF NORMAN		
Approved as to form and legality this	7 day of July	, 20 <mark>25</mark>
Approved by the City of Norman this	day of	, 20
A TTECT.		

ATTEST:

City Clerk

Mayor Stephen T. Holman

K-2526-4

## CONTRACT AFFIDAVIT

STATE OF Oklahoma )
COUNTY OF Oklahoma )

Jim Gleason \_\_\_\_\_, of lawful age, being first duly sworn, o oath says that (s)he is the Agent authorized by the Firm of \_\_\_\_\_\_ G&S Sign Services .LLC \_\_\_\_\_ to submit the above Contract to the City of Norman, Oklahoma.

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

CONTRACTOR

Subscribed and sworn to before me this 235	day of <u>June</u>	, 20 <u>25</u> .
Notary Public My Commission Expires:	9 - 12	, 20 <u>25</u> .
		SHANNON MARIE HASH Notary Public, State of Oklahoma Commission # 23012344 My Commission Expires 09-12-2027

K-2526-4

## AFFIDAVIT OF NON-COLLUSION

STATE OF \_\_\_\_Oklahoma

Oklahoma COUNTY OF

Jim Gleason

, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

	G&S Sign Services , LLC
	Bidder By:
Subscribed and sworn to before me on this	23-2 day of June , 20,25
Shan Mai Hah	My Commission Expires 9-12-202
	SHANNON MARIE HASH Notary Public, State of Oklahoma

Commission # 23012344 My Commission Expires 09-12-2027

#### **Bid Document Addition:**

To be added to section 108 of the standard bid document:

108.08 - PAYMENT TERMS

The City shall complete payment within 30 days of invoice receipt.

#### **Contract Document Addition:**

Payment terms - to be added to contract paragraph numbered as "2)" that addresses payments:

The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

Purchase of materials for City Project - to be added where appropriate:

Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.

## CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disubility, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, ago, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to the fullowing: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

G&S Sign Services,LLC

Contractor

ATTEST

Name and Title Jim Gleason / Owner/Member

#### PERFORMANCE BOND

Know all men by these presents, that <u>G & S Sign Services, LLC</u> as PRINCIPAL, and <u>Frankenmuth Insurance Company</u>, a corporation organized under the laws of the State of <u>Michigan</u>, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of <u>Two Hundred Nine Thousand Eight Hundred Seventy Five & 00/100</u> DOLLARS, (<u>\$ 209,875.00</u>), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

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

## WAYFINDING PHASE 4 PROJECT ON 36<sup>th</sup> AVE WEST AND ON THE PORTER AVE/CLASSEN BLVD CORRIDOR IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-2526-4) with THE CITY OF NORMAN, dated June 23, 2025 \_\_\_\_\_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

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

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

> Page 1 of 3 Performance Bond No. B-2526-5

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the <u>8th</u> day of <u>July</u>, 20<u>25</u>, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the <u>8th</u> day of <u>July</u>, 20 25.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:

Woodu

STATE OF OKLAHOMA

Callie Woodard, Witness

G & S Sign Services, LLC Principal Signed: Authorized Representative Member Title Address: 1034 SE 23rd St Telephone: 405-604-3636

Frankenmuth Insurance Company Surety

Signed: Authorized Representative Becky Killman

Attorney-in-Fact

Title 9401 Cedar Lake Avenue Address: Oklahoma City, OK 73114 Telephone: 405-418-8600

## **CORPORATE ACKNOWLEDGMENT**

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COUNTY OF OKANOMA	
The foregoing instrument was acknowledged before ULY , 2025, by J Of the corporation.	re me this <u>10</u> day of <u>im 61eason</u> , <u>Member</u> (Name & Title) of corporation, on behalf
WITNESS my hand and seal this 10 <sup>th</sup> day of	of July, 20 <u>25</u>
Notary Public	SHANNON MARIE HASH Notary Public, State of Oklahoma
My Commission Expires: <u>9-12 - 2027</u>	Commission # 23012344 My Commission Expires 09-12-2027 Page 2 of 3

Performance Bond No. B-2526-5

# **INDIVIDUAL ACKNOWLEDGMENT**

5 a 1

STATE OF OKLAHOMA COUNTY OF	)
The foregoing instrument was acknowledged be by, a,	fore me thisday of, 20, (Name & Title) of
WITNESS my hand and seal thisday of	
Notary Public	
My Commission Expires:	
PARTNERSHIP A	<u>CKNOWLEDGEMENT</u>
The foregoing instrument was acknowledged be by	fore me thisday of, 20, (Name & Title) partner (agent) on , a partnership.
WITNESS my hand and seal thisday of	, 20
Notary Public	
My Commission Expires:	
CITY O	FNORMAN
Approved as to form and legality this	day of <u>July</u> , 20 <u>25</u> <u>Airabeth Unchala</u> CITY Attorney
Approved by the CITY OF NORMAN t	his day of, 20
ATTEST:	
City Clerk	Mayor Stephen T. Holman

Page 3 of 3 Performance Bond No. B-2526-5

### STATUTORY BOND

Know all men by these presents that G & S Sign Services, LLC \_\_, as PRINCIPAL, and Frankenmuth Insurance Company , a corporation organized under the laws of the State of Michigan \_, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Two Hundred Nine Thousand Eight Hundred Seventy Five & 00/100----DOLLARS (\$ 209,875.00 ), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

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

## WAYFINDING PHASE 4 PROJECT ON 36<sup>th</sup> AVE WEST AND ON THE PORTER AVE/CLASSEN BLVD CORRIDOR IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-2526-4) with THE CITY OF NORMAN, dated June 23, 2025 , for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

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

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

> Page 1 of 3 Statutory Bond No. B-2526-6

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the <u>8th</u> day of <u>July</u>, 20<u>25</u>, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the <u>8th</u> day of <u>July</u>, 20<u>25</u>.

(Corporate Seal) (where applicable)

ATTEST:

	Services, LLC
Principal	
Signed:	ng
(	

Frankenmuth Insurance Company Surety polu BeckyCkillman

Attorney-in-Fact

#### **CORPORATE ACKNOWLEDGMENT**

STATE OF OKLAHOMA) COUNTY OF(Anoma)
The foregoing instrument was acknowledged before me this 10 day of JULY 20.25, by JIM Gleason, member (Name and Title) of GASSIGN Services, a corporation, on behalf of the corporation.
WITNESS my hand and seal this $0^{\frac{1}{2}}$ day of $\sqrt{1}$ , 2025.
Notary Public My Commission Expires: 9-12-2027
INDIVIDUAL ACKNOWLEDGMENT
STATE OF OKLAHOMA) COUNTY OF)
The foregoing instrument was acknowledged before me this day of, 20, by
(Name and Title) of, WITNESS my hand and seal thisday of, 20
Notary Public
My Commission Expires:
Dage 2 of 2

Page 2 of 3 Statutory Bond No. B-2526-6

# PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA) COUNTY OF)	
The foregoing instrument was acknowledged before me t	this day of
of	(Name and Title) partner (agent) on behalfa partnership.
WITNESS my hand and seal thisday of	
Notary Public	
My Commission Expires:	
<b>CITY OF NORM</b>	MAN
Approved as to form and legality this $\frac{1}{C}$ day o	f_July_, 2025 Usalith Muchala_ ity Attorney
Approved by the CITY OF NORMAN this	day of, 20
ATTEST:	

City Clerk

Mayor Stephen T. Holman

Page 3 of 3 Statutory Bond No. B-2526-6

#### CITY OF NORMAN MAINTENANCE BOND

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Know all men by these present that <u>G & S Sign Services, LLC</u>, as Principal, and <u>Frankenmuth Insurance Company</u>, a corporation organized under the laws of the State of <u>Michigan</u>, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the CITY OF NORMAN, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of <u>Two Hundred Nine Thousand Eight Hundred Seventy Five & 00/100---</u> DOLLARS (\$ 209,875.00 \_), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

## WAYFINDING PHASE 4 PROJECT ON 36<sup>th</sup> AVE WEST AND ON THE PORTER AVE/CLASSEN BLVD CORRIDOR IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-2526-4) with THE CITY OF NORMAN, dated June 23, 2025 \_\_\_\_\_, 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.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) 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 maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If 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.

> Page 1 of 3 Maintenance Bond No. MB-2526-3

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the day <u>8th</u> of <u>July</u>, 20<u>25</u> and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of <u>July 8</u>, 2025.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:

Callie Woodard, Witness

<u>G & S Sign Services, LLC</u> Principal Signed: Authorized Representative

Title Address: 1034 SE 23rd St Telephone: 405-604-3036

Member

Frankenmuth Insurance Company Surety

Signed:

Authorized Representative Becky Killman

Attorney-in-Fact

Title9401 Cedar Lake AveAddress:Oklahoma City, OK 73114Telephone:405-418-8600

#### **CORPORATE ACKNOWLEDGMENT**

COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before a JULY , 2025, by _] Title) of Title) of Sign Services , a corporation, on behalf of the corporation.	me this <u>10</u> day of in <u>Eleason</u> , <u>Member</u> (Name & <u>LLC</u>
WITNESS my hand and seal this 10 <sup>th</sup> day of	SHANNON MARIE HASH Notary Public, State of Oklahoma Commission # 23012344 My Commission Expires 09-12-2027

Page 2 of 3 Maintenance Bond No. MB-2526-3

# **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA)
COUNTY OF)
The foregoing instrument was acknowledged before me thisday of, 20, byof, 20,
by of, zo, not set to the set of, o
WITNESS my hand and seal thisday of, 20,
Notary Public
My Commission Expires:
PARTNERSHIP ACKNOWLEDGMENT
The foregoing instrument was acknowledged before me thisday of, 20, by partner (agent) on behalf of, a partnership.
WITNESS my hand and seal thisday of, 20,
Notary Public
My Commission Expires:
CITY OF NORMAN
Approved as to form and legality this 11 day of July, 20_25
Approved by the CITY OF NORMAN this day of, 20
ATTEST:

City Clerk

2 e g

Mayor Stephen T. Holman Page 3 of 3 Maintenance Bond No. MB-2526-3

#### FRANKENMUTH INSURANCE COMPANY

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Travis Brown, Dwight Pilgrim, Josh Bryan, Debbie Raper, Shelli Samsel, Vicki Wilson, Aaron Woolsey, Carey Kennemer, Becky Killman

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

#### Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal herewated afficient this 17 day of <u>NOVEMBER</u>, 2023.



Frankenmuth Insurance Company By Andrew H. Knudsen

President, Chief Operating Officer and Secretary

day of NOVLIN

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this /7

(Scal)

usan & resorals Susan L. Fresorger, Notary Public

Saginaw County, State of Michigan My Commission Expires: April 3, 2028

I, the undersigned, Chief Executive Officer of Frankenmuth 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 is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 8th day of July 2025

Frederick A. Edmond, Jr. **Chief Executive Officer** 

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096