

MAINTENANCE BOND

Bond # MB-2122-51

Surety Bond No.: ACC0081012

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

CHERRY CREEK 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 Allegheny Casualty Company, as a corporation organized under the laws of the State of New Jersey, 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 Thousand Dollars and No CENTS (\$ 200,000.00), 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-2122-51

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 9th day of February, 20 22.

ATTEST: Brian J. Call Happy Playgrounds, LLC
Corporate Secretary Company Name

Mailing Address of Principal:

8601 S. Oxford Ave
Tulsa OK 74137

BY Kelli Collins
Principal

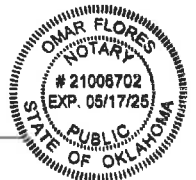
Allegheny Casualty Company
Surety Name
BY: S-McCauley, Jr.
Sean McCauley, Jr. Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of February, 20 22, personally appeared Kelli Collins to me known to be the identical person who executed the foregoing, and acknowledge to me that she executed the same as 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: 05/17/25
Commission Number: 21006702

Approved as to form and legality this 10th day of February, 20 22.

[Signature]
City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20 ____.

Mayor

ATTEST: _____
City Clerk



One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Sean McCauley, Jr., Benjamin K. Farley, Claudia Nuñez, Sam Duckett

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."



IN WITNESS WHEREOF, **ALLEGHENY CASUALTY COMPANY** has executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY
County of Essex


Robert Kersnick
Vice President, **ALLEGHENY CASUALTY COMPANY**

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **ALLEGHENY CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written


Michele A. Aleman
a Notary Public of New Jersey

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 9th day of February, 2022


James Portman, Secretary

ACC-9001 (06/21)

WARNING - ACCEPT ONLY IF YOU MAY VERIFY THAT THIS IS AN ORIGINAL DOCUMENT

1. THE FACE OF THIS FORM IS PRINTED IN BLACK AND BLUE INKS WITH A SHADED BACKGROUND.
2. THIS PAPER CONTAINS A TRUE WATERMARK. HOLD UP TO A LIGHT TO SEE THE WORDS "SAFE" AND "VERIFY FIRST" IN THE PAPER.

State of



Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the

ALLEGHENY CASUALTY COMPANY

a corporation organized under the laws of PENNSYLVANIA

and located at P.O. BOX 1116
MEADVILLE, PA 16335

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

SURETY

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 # 0162

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

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 the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government 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 (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: Kelli Collins

Subscribed and sworn to before me this 17th day of December 2021.

Brian J. Collins

Notary Public

My Commission Expires:

7/9/2022



B. Business Relationships Affidavit

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 the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

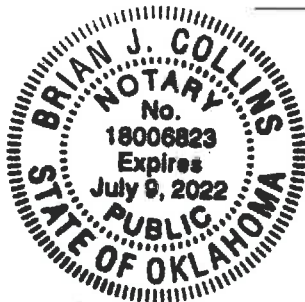
(If none of the business relationships herein above mentioned exist, affiant should so state.)

Subscribed and sworn to before me this 17th day of December 2021

Brian J. Collins
Notary Public

My Commission Expires:

7/9/2022



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, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or 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 to be provided by the City Clerk of the City of Norman setting forth 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 clause and agree to abide by its requirements.


Contractor

ATTEST:


SECRETARY

FALSE INFORMATION AFFIDAVIT

STATE OF Oklahoma)
) SS:
COUNTY OF Tulsa)

Kelli Collins, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of Happy Playgrounds, LLC to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Kelli Collins
Contractor

Subscribed and sworn to before me this 17th day of December, 2021.

Brian J. Collins
Notary Public

My Commission Expires: 7/9/2022
Commission Number: 18006823

