File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDING RFP-2425-22, CONTRACT K-2425-75: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., IN THE AMOUNT OF \$227,004; MAINTENANCE BOND <u>MB-2425-26</u>, PERFORMANCE BOND <u>B-2425-31</u>; AND STATUTORY BOND <u>B-2425-32</u> FOR THE WILLIAM MORGAN PARK PLAYGROUND PROJECT, AND RESOLUTION <u>R-2425-75</u> GRANTING TAX EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/10/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDING RFP-2425-22, CONTRACT K-2425-75: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS L.L.C., IN THE AMOUNT OF \$227,004; MAINTENANCE BOND <u>MB-2425-26</u>, PERFORMANCE BOND <u>B-2425-31</u>; AND STATUTORY BOND <u>B-2425-32</u> FOR THE WILLIAM MORGAN PARK PLAYGROUND PROJECT, AND RESOLUTION <u>R-2425-75</u> 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 Implementation Plan part 2 was presented to the Board of Park Commissioners in 2022 for approval.

DISCUSSION:

On September 21st and September 28th, 2024, RFP Number 2425-22 for the William Morgan Park Playground Project was advertised in the *Norman Transcript*. Requests for proposals were distributed directly to ten playground equipment vendors, five of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on how well each met the requested amenities as outlined in the RFP and the overall play value provided by the designs. The winning proposal stood out from the other proposals due to the number and variety of boulder sizes and age groups accommodated. All bidders were asked to maximize the \$230,000 playground budget and design a playground with boulders of various heights so climbers of all ages and skill levels could be accommodated. When the different projects were compared, it was determined that the playground offered by Happy Playgrounds LLC best met the design requirements and had the greatest variety of equipment.

Staff recommends awarding Contract Number K-2425-75 to Happy Playgrounds LLC, totaling \$227,004 for the William Morgan Park Playground Project.

RECOMMENDATION 1: It is recommended that Request for Proposal RFP 2425-22 be awarded to Happy Playgrounds LLC, in the amount of \$227,004 for the William Morgan Park Playground Project. The funding of \$227,004 is available for this project in Norman Forward Neighborhood Parks Improvements, Construction (Account 51798830-46101; Project NFP101).

RECOMMENDATION 2: It is further recommended that the City Council approve Contract K-2425-75, Performance Bond B-2425-31, Statutory Bond B-2425-32, and Maintenance Bond MB-2425-26

RECOMMENDATION 3: It is further recommended that Happy Playgrounds, LLC, be authorized and appointed as project agent for the William Morgan Park Playground Project by Resolution R-2425-75 to avoid the payment of sales tax on materials and equipment purchases related to the project.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HAPPY PLAYGROUNDS LLC AS PROJECT AGENT FOR THE WILLIAM MORGAN PARK PLAYGROUND PROJECT.

- 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 LLC., for the William Morgan Park Playground Project; and
- 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds LLC., 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 LLC., to purchase materials which are in fact incorporated in and used on the William Morgan Park Playground Project; and
- 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds LLC 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 <u>day of</u> 2024, did appoint Happy Playgrounds LLC, who is involved in the William Morgan Park Playground Project, as 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 in the William Morgan Park Playground Project.

PASSED AND ADOPTED this _____ day of ______, 2024.

Mayor

ATTEST:

City Clerk

Contract # K-2425-75

CONTRACT

THIS CONTRACT made and entered into this <u>10th</u> day of <u>December</u>, 20²⁴, by and between <u>Happy Playgrounds, LLC</u> as Party of the First Part, hereinafter designated as the CONTRACTOR, and the <u>City of Norman</u>, 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 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:

WILLIAM MORGAN 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 of Norman 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 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: <u>Two Hundred Twenty-Seven Thousand and Four DOLLARS and No CENTS (\$227,004.00</u>);

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:

<u>Specifications</u>, <u>Provisions and Bonds thereto</u>, 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

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, 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 during the preceding calendar month.

5

Contract # K-2425-75

The Contractor shall furnish to the project manager, or the 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 as required by Senate Bills 469 of the 1974 Legislature.

On completion of 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 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 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.

3. It is further agreed that the Contractor will commence said work within <u>10</u> 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 Notice to Bidders published in the Norman Transcript September 21 and September 28, 2024, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto 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.

4. <u>The sworn, statement below must be signed and notarized before this Contract will become effective.</u>

Contract # K-2425-75

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the <u>2nd</u> day of <u>December</u>, 2024.

CORPORATE SEAL

Happy Playgrounds, LLC

ATTEST:_

Corporate Secretary

Company Name President or Managing Partner BY &

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.	Buli Callins_ President
Subscribed and sworn to before me this 2nd day	of <u>December</u> , 20 24. Buan Julh
My Commission Expires: July 2026 Commission Number: 18006823	Notary Public
CITY OF NORMAN	
Approved as to form and legality this day of	, 20
	City Attorney
Approved by the City Council this	day of, 20
ATTEST:	Mayor

City Clerk

7

Surety Bond No. 108144544 Bond#<u>B-2425-32</u>

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>Happy Playgrounds, LLC</u> as Principal, and <u>Travelers Casualty and Surety Company of America</u>, a corporation organized under the laws of the State of <u>Connecticut</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 and city of the first class, of the State of Oklahoma, in the penal sum of <u>Two Hundred Twenty-Seven Thousand and Four</u> DOLLARS and <u>No</u> CENTS, (\$227,004.00), 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 21st day of November , 2024.

The conditions of this obligation are such, that whereas, the above Bonded Principal <u>Happy Playgrounds, LLC</u> is the lowest and best bidder for the making of the following City work

and improvement, viz.:

WILLIAM MORGAN 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 <u>Happy Playgrounds, LLC</u> 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.

483

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Bond #<u>B-2425-32</u>

1 & low ATTEST: Corporate Secretary

ATTEST:

Cade Allie, Witness	BYSean J McCauley Jr., Attorney-in-Fact
STATE OF OKLAHOMA, COUNTY OF CLE	EVELAND, SS:
Normhan, 20 24 personally appeared Kelli	and for said County and State on this $\frac{79}{Colling}$ day of to me known to be the identical owledged to me that \underline{ehe} executed the same as for the uses and purposes therein set forth.
WITNESS my hand and seal the day and year la	last above written. Buan Cull Notary Public
My Commission Expires: July 2026 Commission Number: 18006823	Notary Public
Approved as to form and legality this	day of, 20

BY

City Attorney

Approved by the Council of the City of Norman, this _____ , day of

ATTEST:

Mayor

20 .

City Clerk

Surety Bond No. 108144544

Surety Name . .

Happy Playgrounds, LLC

Principal

Travelers Casualty and Surety Company of America

Min

Bond #<u>B-2425-31</u>

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>Happy Playgrounds, LLC</u>, as Principal, and <u>Travelers Casualty and Surety Company of America</u>, a corporation organized under the laws of the State of <u>Connecticut</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 and city of the first class, of the State of Oklahoma, in the full and just sum of <u>Two Hundred Twenty-Seven Thousand and Four</u> DOLLARS and <u>No</u> CENTS, (<u>\$ 227,004.00</u>), 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 <u>21st</u> Day of <u>November</u>, <u>2024</u>.

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.:

WILLIAM MORGAN 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

Bond #B-2425-31

ATTEST:

attorney-in-fact, duly authorized to do so, the day and year first above written.

mul P. Lalen Corporate Secretary

ATTEST:

Cade Allie, Witness

Happy Playgrounds, LLC

BY a Principal

Travelers Casualty and Surety Company of America

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

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 29 day of November , 2014 personally appeared Kelli Collins to me know to be the identical person who executes the foregoing, and acknowledge to me that <u>the</u> executed the same as Kali Collins 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.

Notary Public My Commission Expires: July 2026 Commission Number: 1800 68 23 Approved as to form and legality this _____ day of ______, 20 City Attorney Approved by the Council of the City of Norman, this _____ day of _____, 20___.

ATTEST:

Mayor

City Clerk

4

Surety Bond No. 108144544 Bond #<u>MB-2425-26</u>

MAINTENANCE BOND

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

WILLIAM MORGAN 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 <u>Travelers Casualty and Surety Company of America</u>, as a corporation organized under the laws of the State of <u>Connecticut</u>, 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 <u>Two Hundred Twenty-Seven Thousand and Four</u> Dollars and <u>No</u> CENTS (<u>\$227,004.00</u>), in lawful money of the United States of America, same being <u>100% of the cost of the construction</u> 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-2425-26

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 21st	_day of	November	, 20_24_	<u> .</u> .
ATTEST: Daniel B. ann				
Corporate Secretary		Company Name	;	
Mailing Address of Principal: BY	r_Ku	<u>li Callins</u> Principa	.1	
8601 South Oxford Avenue				
			ane Jame J. J. J. Mey-in-Fact	
STATE OF OKLAHOMA, COUNTY OF CLEV	VELAND,	SS:		
Before me, the undersigned, a Notary Public in a <u>November</u> , $20\underline{24}$, personally appeared <u>Kelli</u> <u>C</u> identical person who executed the foregoing, and as <u>Kelli Collim</u> tee and voluntary act and deed for the WITNESS my hand and seal the day and year las	d acknowle uses and p	edge to me that <u>she</u> purposes therein se	to me known to be <u>e</u> executed the s t forth.	e the ame
My Commission Expires: July Zozu Commission Number: 1900 6823		V		
Approved as to form and legality this day o	of		<u>, 20</u> .	
		City Att	orney	
Approved by the Council of the City of Norman,	, this da	ay of	<u>,20</u> .	
ATTEST: City Clerk				
City Clerk		Mayor		



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

DALLAS , Texas , their true and lawrul Attorney(s)-in-ract to sign, execute, sear 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.



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.

By:

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

My Commission expires the 30th day of June, 2026



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 Senior Vice President, any Senior Vice President, any Senior 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.

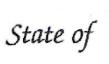
I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of November , 2024



Kar E. Hughen 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.





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, 1 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 <u>MARCH</u> A.D. 2003

Carroll Fisher Insurance Commissioner State of Oklahoma

CITY OF NORMAN Norman, Oklahoma 10 December 2024

TABULATION OF BID QUOTES WILLIAM MORGAN PARK PLAYGROUND PROJECT

The following is a tabulation of quotes received by the City of Norman for the William Morgan Park Playground Project. Funding for this project is available in the Capital Projects Account Number 051798830, Project Number NFP 101.

Contractor	Bid Amount
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 1	\$229,973.00
HAPPY PLAYGRUONDS, LLC (TULSA, OK)—OPTION 2	\$227,004.00
ACS PLAYGROUND ADVENTURES INC. (OKC, OK)	\$230,000.00
THE PLAYWELL GROUP, INC. (BOERNE, TX) —OPTION 1	\$229,508.81
PLAY BY DESIGN (TULSA, OK)	\$230,000.00
AB CREATIVE (DE SOTO, KS) —OPTION 1	\$351,866.84
AB CREATIVE (DE SOTO, KS) —OPTION 2	\$229,874.46
AB CREATIVE (DE SOTO, KS) —OPTION 3	\$228,801.60

<u>**RECOMMENDATION:</u>** That the project be awarded to Happy Playgrounds LLC, in the amount of \$227,004.00, as the best bidder to meet specifications.</u>

City of Norman

Jason Olsen Director of Parks and Recreation