CONTRACT

THIS CO	ONTRACT n	nade and entered into this	day of	, 20	, by and
between	Musco	Sports Lighting, LLC	, hereinafter de	esignated as "Contra	ctor", and
the City	of Norman	, a municipal corporation,	hereinafter design	ated as "City".	

WITNESSETH

WHEREAS, the City is a participant in the Nation-wide bidding process conducted by Sourcewell and other services, which 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 projects in the Sports Lighting Category; of which the City would consider the following project:

WESTWOOD TENNIS COURT LIGHTING IMPROVEMENTS

as outlined and set out in the project scope of work, layout and pricing documents supplied by Musco Sports Lighting, LLC, and in accordance with the terms and provisions of said documents awarded as part of Sourcewell Contract Number 041123-MSL; and

WHEREAS, the Contractor in accordance with the pricing included in said Sourcewell Contract, has submitted to the City, in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has examined, and canvassed the proposal submitted and has determined and declared the above-named Contractor to be able to supply and install the items described in the proposal, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: Ninety Eight Thousand DOLLARS and Zero CENTS (\$98,000.00);

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. <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
 - ii. The Sourcewell Master Project Number 199030; Contract Number 041123-MSL (Expiration: 06/16/2027); Category-Sports Lighting with related supplies and services and general provisions of said contract;

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 <u>Ten (10)</u> days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in <u>One Hundred Twenty (120)</u> calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

4. <u>Notice</u>: 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:

Musco Sports Lighting, LLC Rico Velazquez, Project Manager/Field Rep. 211 2nd Avenue West Oskaloosa, IA 52577

- 5. <u>Indemnification:</u> 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. <u>Insurance</u>: 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:

- 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.

- 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]

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the day of August, 20 25. 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 Musco Sports Lighting, LLC
ATTEST: BY Shelly Corporate Secretary By President or Managing Partner
IOWA STATE OF OKLAHOMA) MAHASKA COUNTY OF CLEVELAND)
Shelly L. Herr , 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. President or Managing Partner
Subscribed and sworn to before me this day of August, 20 25
My Commission Expires: 04/24/2028 Commission Number: 746584 Commission Number: 746584
CITY OF NORMAN Approved as to form and legality this 8 day of August 20 75.
City Attorney
Approved by the City Council this day of, 20
ATTEST: Mayor
City Clerk

STATUTORY BOND

Surety Bond No.

KNOW ALL MEN BY THESE PRESENTS:
That we, Musco Sports Lighting, LLC as Principal, and Company of America, a corporation organized under the laws of the State of CT, 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 Ninety Eight Thousand DOLLARS and Zero CENTS, (\$98,000.00), 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, 20
The conditions of this obligation are such, that whereas, the above Bonded Principal Musco Sports Lighting, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.: WESTWOOD TENNIS COURT LIGHTING IMPROVEMENTS
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 Musco Sports Lighting, 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-2526-22

ATTEST:	Musco Sports Lighting, LLC
(Bt. VI) or	Company Name
Corporate Secretary	BY Skilly Hen
	Principal
ATTEST:	Travelers Casualty and Surety Company of America
shit le	Surety Name
Corporate Secretary (Surety)	By Jesse J. December 16
	Surety Jessica J. Perkins, Attorney in
lowa STATE OF ONKOLAANIOMALA, COUNTY OF CALE	Polk
August , 20 ²⁵ personally appeared Je	and for said County and State on this 1st day of ssica J. Perkins to me known to be the identical wledged to me that she executed the same ed for the uses and purposes therein set forth.
WITNESS my hand and seal the day and year l	ast above written
LAUREN BRUNS Commission Number 845563 My Commission Expires January 30, 2026	Notary Public
My Commission Expires: January 30, 2026	rotary rubite
Commission Number: 845563	
Approved as to form and legality this	day of <u>Aogust</u> , 20 <u>25</u> .
	City Attorney
Approved by the Council of the City of Norma	n, this, day of 20 .
ATTEST:	
	Mayor
City Clerk	May Of
CAU, CIVIL	

Bond # B-2526-21

PERFORMANCE BOND

Surety Bond No. 108299112

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC, a	Travelers Casualty and Surety Company s Principal, and of America
	State of, and authorized to transact
business in the State of Oklahoma, as Surety	y, 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 ofNinety Eight Thousan	d_DOLLARS and Zero_CENTS, (\$98,000.00).
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 suc-	cessors and assigns jointly and severally, firmly by
these presents. Dated this day of	, 20
	whereas, said Principal is the lowest and best bidder

WESTWOOD TENNIS COURT LIGHTING IMPROVEMENTS

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-2526-21

ATTEST:	Musco Sports Lighting, LLC Company Name
Corporate Secretary	BY Shelly the Principal
ATTEST: Ord Chlm Corporate Secretary (Surety)	Surety Dean M. Clark, Attorney in Factor
lowa Polk STATE OF (SMOONNA, COUNTY OF (SMOONNA)	
Before me, the undersigned, a Notary Public in and August , 2025 personally appeared Deaperson who executes the foregoing, and acknowled Attomey- free and voluntary act and deed for the use in-Fact WITNESS IN hand and seal the day and year last a LAUREN BRUNS Commission Number 845563 My Commission Expires January 30, 2026 My Commission Expires: January 30, 2026	I for said County and State, on this state ay of an M. Clark to me know to be the doubtical Ige to me that he executed the same as and purposes therein set forth.
Commission Number: 845563	
Approved as to form and legality this 8 day of	August , 2025.
	City Attorney
Approved by the Council of the City of Norman, th	nis day of, 20
ATTEST:	Mayor
City Clerk	

Bond # MB-2526-16

MAINTENANCE BOND

Surety Bond No. 108299112

WHEREAS, THE UNDERSIGNED_	Musco Sports Lighting, LLC	_, hereinafter re	eferred to as
the Principal, has entered into a certain		, 20	
construction of:			

WESTWOOD TENNIS COURT LIGHTING IMPROVEMENTS

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: Travelers Casualty and Surety Company

	Travelers Casualty and Surety Company	
That the said Principal and	of America	, as a corporation organized under
the laws of the State of		to transact business in the State of
Oklahoma, as surety, are jo	intly and severally, firmly held ar	nd bound unto said City in the penal
sum of Ninety Eight Thous	sand Dollars and Zero CENT	ΓS (\$98,000.00), in lawful money of
the United States of America	ca, same being 100% of the cost of	of the construction herein referred to
for the payment of which,	, well and truly to be made, we	e hereby bind ourselves, our heirs,
executors, administrators, si	uccessors and assigns, firmly by the	hese 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 (1) 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-2526-16

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	day of	
ATTEST: Mul	Musco Sr	oorts Lighting, LLC
Corporate Secretary		Company Name
Mailing Address of Principal:	BY Shell	, du
		Principal
211 2nd Avenue West		Muller A
	Travelers Casualty and	d Surety Company of America Market
Oskaoolsa, IA 52577	BY:	Surety Name CO
STATE OF OKAKAMAMAA, COUNTY	Polk Dean M. Clark, OF Colodo Notes Local Dean M. Clark,	Attorney-in-Fact
Before me, the undersigned, a Notary August , 2025 , personally appea identical person who executed the for same as Attorney- in-Fact	red Dean M. Clark regoing, and acknowledge to	to me known to be the me that he executed the
WITNESS my hand and seal the day	N BRUNS Number 845563 ssion Expires 7 30, 2026	Notary Public
My Commission Expires: January 30, 20 Commission Number: 845563		·
Approved as to form and legality this	8 day of August	, 20 <u>25</u> .
	Surgen	City Attorney
Approved by the Council of the City of	of Norman, this day of	, 20
ATTEST:	-	Mayor
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 Dean M. Clark of DES MOINES , lowa , 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, 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

day of

2025







ANALAN AN

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Atlanta, 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.