

**STATUTORY BOND**

Bond # B-2324-49

Surety Bond No. 107884344

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 Two Hundred and Twenty Thousand DOLLARS and No CENTS, (\$220,000.00), 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 2nd day of January, 20 24.

The conditions of this obligation are such, that whereas, the above Bonded Principal Happy Playgrounds, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

**SUNRISE 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 Happy Playgrounds, 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-2324-49  
Surety Bond No. 107884344

ATTEST:

Brian J. Hall  
Corporate Secretary

Happy Playgrounds, LLC

Company Name

BY Kelli Collins  
Principal

ATTEST:

Ashlyn Simchik  
Corporate Secretary (Surety)  
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America  
Surety Name

BY S J McCauley, Jr.  
Surety  
Sean J 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 on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledged to me that He executed the same as Sean J McCauley, Jr. 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.

My Commission Expires: 8-16-2024  
Commission Number: 129058366



Approved as to form and legality this 26 day of February, 2024.

Ashlyn Simchik  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**PERFORMANCE BOND**

Bond # B-2324-48

Surety Bond No. 107884344

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 Two Hundred and Twenty Thousand DOLLARS and No CENTS, (\$ 220,000.00), 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 2nd day of January, 2024.

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.:

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

Bond # B-2324-48  
Surety Bond No. 107884344

ATTEST:

Brian Call  
Corporate Secretary

Happy Playgrounds, LLC

Company Name

BY Kyle Collins  
Principal

ATTEST:

Ashlyn Simchik  
Corporate Secretary (Surety)  
Ashlyn Simchik, Witness

Travelers Casualty and Surety Company of America  
Surety Name

BY S-J McCauley, Jr.  
Surety  
Sean J 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, on this 2nd day of January, 2024 personally appeared Sean J McCauley, Jr. to me know to be the identical person who executes the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. 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.

My Commission Expires: 8-16-2024  
Commission Number: 129058366



Approved as to form and legality this 26 day of February, 2024.

Ashlyn Simchik  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MAINTENANCE BOND**

Bond # MB-2324-48

Surety Bond No. 107884344

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

**SUNRISE 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 Travelers Casualty and Surety Company of America as a corporation organized under the laws of the State of Connecticut, 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 and Twenty Thousand Dollars and No CENTS (\$ 220,000.00 ), 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-2324-48

Surety Bond No. 107884344

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 2nd day of January, 20 24.

ATTEST: Bruce Call Happy Playgrounds, LLC  
Corporate Secretary Company Name

Mailing Address of Principal:

8601 South Oxford Avenue  
Tulsa, OK 74137

BY Heidi Collins  
Principal

Travelers Casualty and Surety Company of America  
Surety Name

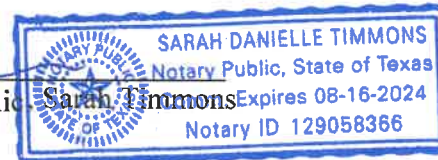
BY: Sean J McCauley, Jr.  
Sean J McCauley, Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of January, 20 24, personally appeared Sean J McCauley, Jr. to me known to be the identical person who executed the foregoing, and acknowledge to me that He executed the same as Sean J McCauley, Jr. 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.

Sarah Timmons  
Notary Public



My Commission Expires: 8-16-2024  
Commission Number: 129058366

Approved as to form and legality this 26 day of February, 20 24.

Stephyn Wilborn  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
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 **SEAN J MCCAULEY JR** of **DALLAS**, Texas, 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*  
 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*

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, 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 **2nd** day of **January**, 2024.



*Kevin E. Hughes*  
 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.**

State of



Oklahoma

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, 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 # 0055