

Bond # MB-1718-74

MAINTENANCE BOND

Bond No.: 106885327

Know all men by these presents that Lippert Bros., Inc., 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 under the Norman Municipal Authority, a public trust of the State of Oklahoma, hereinafter designated as the Authority, in the sum of Nine Hundred Thousand and No/100 dollars (\$ 900,000.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the Trustees of the Norman Municipal Authority and/or the Council of the City of Norman, Oklahoma, and thereafter for the sum of Zero dollars (\$ 0), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of n/a year(s) thereafter, for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such, that the Principal, being the lowest and most advantageous bidder on the following project:

GRIFFIN PARK PHASE I

NORTH FIELDS RENOVATIONS

has entered into a written Contract (K-1718-117) with the Norman Municipal Authority, dated _____, for the erection and construction of this Project, that Contract being incorporated herein by reference as if fully set forth; and,

WHEREAS, the Principal is required to furnish to the Authority a maintenance bond covering said construction of this Project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the Project.

NOW THEREFORE, if the Principal shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the Principal shall promptly repair, without notice from the Authority any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the Trustees of the Authority and/or Council of the City of Norman, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to maintain or make any needed repairs upon the construction on the Project, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and Surety shall jointly and severally

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 20__ and the said Surety has caused

these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative, on the _____ day of _____, 20__.

(Corporate Seal) (where applicable)
Principal

Lippert Bros., Inc.

ATTEST:

Signed: J.M. Lippert

Authorized Representative

T.M. Lippert, President

Title

Address: P.O. Box 17450, Oklahoma City, OK 73136

Tally Taylor
Corporate Secretary (where applicable)

Telephone: (405) 478-3580

(Corporate Seal) (where applicable)
Surety

Travelers Casualty and Surety Company of America

ATTEST:

Signed: Dillon Rosenhamer

Authorized Representative

Dillon Rosenhamer, Attorney-in-Fact

Title 5100 N. Classen Blvd., Suite 300

Address: Oklahoma City, OK 73118

Telephone: (405) 523-2100

Jana Taylor
Corporate Secretary (where applicable)

Jana Taylor, Witness



CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name &

Title) of _____ a

_____ corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public My Commission
Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 , by _____ of
_____, (Name and Title) of
_____.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____,
20 , by _____ partner (agent) on behalf of
_____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

NORMAN MUNICIPAL AUTHORITY

Approved as to form and legality this _____ day of _____, 20__.

City Attorney _____

Approved by the NORMAN MUNICIPAL AUTHORITY this _____ day of _____,
20 .

ATTEST:

Secretary

Chairperson

TRAVELERS

**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 **Dillon Rosenhamer**, of **Oklahoma City, Oklahoma**, their true and lawful Attorney-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 **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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

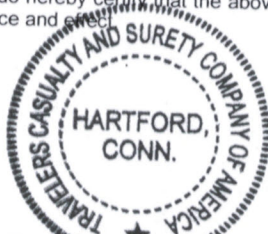
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 _____



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-in-Fact and the details of the bond to which the power is attached.**