#### PERFORMANCE BOND

Known all men by these presents, that <u>RGroup, Inc. dba United Turf and Track</u> as PRINCIPAL,	and
Merchants National Bonding, Inc. Corporation organized under the laws of the State of lowa	
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 of the State of Oklahoma, herein called CIT	Y, in
he sum of ***Six Hundred Forty Eight Thousand Seven Hundred Twenty & 00/100*********************************	*****
he sum of ***Six Hundred Forty Eight Thousand Seven Hundred Twenty & 00/100*********************************	
	and

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

### **Griffin Soccer Complex Northwest Fields - Phase 4**

has entered into a writ	ten CONTR	ACT (K-2021-46) with THE CITY OF NORMAN, dated this
day of	, 20	for the erection and construction of this PROJECT, that CONTRACT being
incorporated herein by	reference as	s if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY 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 this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the 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.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WI	HEREOF, th	e PRINCIPAL I	nas caused these pro	esents to be execute	ed in its name ar	nd its
corporate seal (where	applicable)	to be hereunto	affixed by its du	ly authorized repre	sentative(s), and	d the
day of	, 20	and the SURE	ΓY has caused these	e presents to be exe	cuted in its name	e and
its corporate seal to be	hereunto af	fixed by its auth	norized representation	ve(s) on the day of		,
20 .						

(Corporate Seal) (where applicable)	Principal RGroup, Inc. dba United Turf and Track
ATTEST:	Signed:
Jan Ray	Title: PRESIDENT Authorized Representative
Corporate Secretary (where applicable)	Address: P.O. Box 565
	Arcadia, OK 73007
	Telephone: 405-747-7748
(Corporate Seal) (where applicable ATTEST:	Surety: Merchants National Bonding, Inc.  Signed: Merchants National Bonding, Inc.
Janua Rtt	Authorized Representative Printed: Wendy Hollen Authorized Representative
V	Title: Attorney-in-Fact
	P.O. Box 14498 Address: Des Moines, IA 50306-3498
	Telephone: 800-678-8171
CORPORATE	ACKNOWLEDGEMENT
STATE OF <u>Oklahoma</u> ) ss: COUNTY OF <u>Oklahoma</u> )	
The foregoing instrument was acknowledge I Jerroel Simmons - President Koroup Inc. dba United Turf + Tra	(Name and Title), of of and of the corporation.
WITNESS my hand and seal this day of	, 20
My Commission Expires:	Susanne Cusuman
2[9]21	SUSANNE CUSIMANO Notary Public, State of Oklahoma Cammission # 17001360 My Commission Expires February 09, 2021

Performance Bond No. B-2021-40 Page 2 of 3

# INDIVIDUAL ACKNOWLEDGEMENT

STATE OF)		
COUNTY OF		
The foregoing instrument was acknowledge before me(Name and	this day of, 20	), by
a(n) corporation.		
WITNESS my hand and seal this day of _	, 20	
My Commission Expires:	Notary Public	
PARTNERSHIP AC	CKNOWLEDGEMENT	
STATE OF) county of)		
COUNTY OF)		
The foregoing instrument was acknowledge before (Name and T	ore me this day of	, 20, by (partner/agent) on
behalf of, a partne	ership.	
WITNESS my hand and seal this day of	, 20	
My Commission Expires:	Notary Public	
CITY OF NORMAN		
Approved as to form and legality this day of	, 20	
	City Attorney	
Approved by the Council of the City of Norman this	s day of, 2	
ATTEST:		
City Clerk	Mayor	

## STATUTORY BOND

Merchants National Bonding, Inc. , a corpo lowa , and authorized to transactirmly bound unto the State of Oklahoma in the sum & 00/100*** DOLLARS (\$648,720.00), or the p themselves, their heirs executors, administrators, successions.	
the following PROJECT:	uch, that the PRINCIPAL, being the lowest and best Bidder on
Griffin Soccer Comp	lex Northwest Fields - Phase 4
	(5) with THE CITY OF NORMAN, dated this day of action of this PROJECT, that CONTRACT being incorporated
in accordance with the CONTRACT, and shall well and repairs to and parts for equipment furnished PRINCIPAL, his subcontractors, or any material men, to remain in full force and effect. If debts are not paid we	properly and promptly complete the work on this PROJECT and truly pay all indebtedness incurred for labor and materials in the making of the PROJECT, whether incurred by the then this obligation shall be void. Otherwise this obligation shall within thirty (30) days after the same becomes due and payable, ue and recover on this Bond, subject to the provisions of 61 O.S.
	by the parties hereto that no changes or alterations in said e of procedure herein fixed shall have the effect of releasing the Bond.
	s obligations under this Bond include payment of not less than y the Commissioner of Labor of the State of Oklahoma and determined by a court on appeal.
corporate seal (where applicable) to be hereuntoday of, 20, and the SURET	has caused these presents to be executed in its name and its affixed by its duly authorized representative(s), on the Y has caused these presents to be executed in its name and its representative on the day of, 20
(Corporate Seal) (where applicable)  ATTEST  Corporate Secretary (where applicable)	Principal RGroup, Inc. dba United Turf and Track  Signed: Authorized Representative  Title: Address: P.O. Box 565
	Arcadia, OK 73007  Telephone: 405-747-7748

Page 2 of 3

(Corporate Seal) (where applicable)	Surety: Merchants National Bonding, Inc.	
ATTEST:	Signed: Wendy/ble	
ATTEST:	Authorized Representative  Printed: Wendy Hollen Authorized Representative  Title: Attorney-in-Fact  Address: P.O. Box 14498  Des Moines, IA 50306-3498	
	Telephone: 800-678-8171	
CORPORAT	TE ACKNOWLEDGEMENT	
STATE OF OKlahoma)		
STATE OF Oklahoma )  COUNTY OF Oklahoma )		
The foregoing instrument was acknowledge by Terrod Simmons - Aesident (Nara(n) corporation, on behalf of the corporation.	before me this day of, 20, by ame and Title), of Koroup Inc. aba United Turft Tra	ic
WITNESS my hand and seal this day of	of, 20	
M. Carrierine Francisco	Suranno Curumano Notary Public	
My Commission Expires:	Fire and the second distance of the condition and the second distance of the second distanc	Progratific a
INDIVIDUAL	L ACKNOWLEDGEMENT  SUSANNE CUSIMANO Notary Public, State of Oklahoma Commission # 17001360 My Commission Expires February 09, 202	
STATE OF) ss COUNTY OF)	ben grade and a second a second and a second a second and	
COUNTY OF)		
The foregoing instrument was acknowledge before (Name)	fore me this day of, 20, by me and Title) of,	
a(n) corporation.  WITNESS my hand and seal this da		
	Notary Public	
My Commission Expires:		
	Statutory Bond No. B-2021-40	

## PARTNERSHIP ACKNOWLEDGEMENT

STATE OF) ss:  COUNTY OF)  The foregoing instrument was acknowledge before me this day of [Name and Title) behalf of, a partnership.	
WITNESS my hand and seal this day of, 20	
My Commission Expires:  Notary Public	
CITY OF NORMAN	
Approved as to form and legality this day of, 20	
Approved by the Council of the City of Norman this day of	
ATTEST:	
City Clerk Mayor	

# CITY OF NORMAN MAINTENANCE BOND

Know all men by these presents that RGroup, Inc. dba United Turf and Track, as Principal, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of lowa, 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 of the State of Oklahoma, herein called CITY, in the sum of *********Six Hundred Forty Eight Thousand Seven Hundred Twenty & 00/100*** DOLLARS (\$648,720.00), 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 City Council 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 best bidder on the following project:  Griffin Soccer Complex Northwest Fields - Phase 4
has entered into a written CONTRACT ( <u>K-2021-46</u> ) with the CITY OF NORMAN, dated this day of, 20 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,
WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY 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 CITY or expense to the CITY 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 CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. 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 be liable to the CITY for the cost and expense for making such repair, 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.
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 SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of, 20

(Corporate Seal) (where applicable)	RGroup, Inc. dba United Turf and Track
ATTEST: 7	Principal Signed:
De Free	Title: Authorized Representative
Corporate Secretary (where applicable)	Address: P.O. Box 565
	Arcadia, OK 73007
	Telephone: 405-747-7748
(Corporate Seal) (where applicable) ATTEST:	Surety: Merchants National Bonding/Inc. Signed:
Nama RATA	Authorized Representative
(Jamu Ritz	Printed: Wendy Hollen
	Authorized Representative
•	Title: Attorney-in-Fact
	P.O. Box 14498
	Address: Des Moines, IA 50306-3498
	Telephone: 800-678-8171
CORPORATI	E ACKNOWLEDGEMENT
STATE OF OKlahoma )	
STATE OF OKlahoma ) ss:	
The foregoing instrument was acknowledge  Terrool Simmons - Iresident (Na(n) corporation, on behalf of the corporation.	before me this day of, 20_, by Jame and Title), of Roroup Tocoba United Turf From
WITNESS my hand and seal this day of _	, 20
	Susanne Cusuman () Notary Public
My Commission Expires:	
219/21	SUSANNE CUSIMANO Notary Public, State of Oklahoma Commission # 17001360 My Commission Expires February 09, 2021

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF)	
COUNTY OF) ss:	
The foregoing instrument was acknowledge before me t(Name and T a(n) corporation.	this day of, 20, by itle) of,
WITNESS my hand and seal this day of	, 20
My Commission Expires:	Notary Public
PARTNERSHIP A	CKNOWLEDGEMENT
STATE OF)	
STATE OF	
The foregoing instrument was acknowledge before (Name and Tit of, a partnership.	Fore me this day of, 20, by le) (partner/agent) on behalf
WITNESS my hand and seal this day of	, 20
My Commission Expires:	Notary Public
CITY OF NORMAN	
Approved as to form and legality this day of _	
Approved by the Council of the City of Norman this	City Attorney, 20
ATTEST:	
City Clerk	Mayor



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cody M McNeill: John D Rogers Jr; Kyle D Reser; Lisa K Sherman; Todd Triplett; Wendy Hollen; William Michael McNeill

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of

February

, 2020

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF DALLAS ss.

On this 11th day of 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn February did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



#### **POLLY MASON**

Commission Number 750576 My Commission Expires January 07, 2023

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this

William Harrer Js.

Secretary

POA 0018 (1/20)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT Brandy Jones

Insurance Agency of Mid America Inc				PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415						
10009 S. Penn, Building E				E-MAIL bjones@midamericainc.com						
P. O. Box 890300									NAIC#	
Okla	ahoma City			OK 73189	INSURER A: Ohio Security Ins Co				24082	
INSU	RED				INSURE	Ohi- C-	sualty Ins Co			24074.
	RGroup, Inc., DBA: United Turf	and T	rack		INSURE			70		
	P.O. Box 565				INSURE					
					INSURE					
	Arcadia			OK 73007	INSURE	Mulatatie				
CO	VERAGES CER	TIFIC	ATE	NUMBER: 2020/2021	INOUNE			REVISION NUMB	ER:	
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	DICATED. NOTWITHSTANDING ANY REQU									
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	OTHER:							PRODUCTS - COMP/C	S S	
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	DED RETENTION \$ 10,000	1						AGGREGATE	S	
	WORKERS COMPENSATION							➤ PER STATUTE	OTH- ER	
-	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  Y / N							E.L. EACH ACCIDENT	1	,000,000
Α	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	EMBER EXCLUDED?     N/A   XWS59348767   10/01/2020   10/01/2021   ===================================	E.L. DISEASE - EA EM	1	,000,000					
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC	1	,000,000
	DESCRIPTION OF OPERATIONS BRIDW							E.L. DISEASE - POLIC	T LIIVIII 5	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule.	may be a	ttached if more sp	ace is required)			
Con	tract #K-2021-46 Griffin Soccer Complex, I	Northw	est Fi	elds - Phase 4	•	·	20.000 December 0 • 12 - 12 200 • 1			
Whe	en required by written contract, City of Norm	an, Co	onsulta	ant, Consultant's consultants,						
/ No	n-contributory Additonal Insureds as respect ements, conditions & exclusions in the police	ts Ger	neral L	iablity, both on-going and cor	mpleted	operations. Co	overage is sub	ject to the insuring		
ugic	contents, conditions a exclusions in the point	by lotti	113.							
CEF	PTIEICATE HOLDER				CANO	ELL ATION				
CER	RTIFICATE HOLDER				CANCELLATION					
					SHO	ULD ANY OF T	HE ABOVE DE	SCRIBED POLICIES	BE CANCELI	ED BEFORE

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THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

Col Millell

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Norman

Norman

201 West Gray St., Bldg C

OK 73069