

**MAINTENANCE BOND**

Know all men by these presents that Mid-America Golf & Landscape, Inc. as Principal, and The Guarantee Company of North America USA, a corporation organized under the laws of the State of MI, 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 Four Hundred Fifty Thousand Eighty Six Dollars and 00/100 dollars (\$ 450,086.00 ), 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 Four Hundred Fifty Thousand Eighty Six Dollars and 00/100 dollars (\$ 450,086.00 ), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of One (1) 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 SOCCER COMPLEX  
SOUTHWEST FIELDS – PHASE 3B**

has entered into a written Contract (K-1920-89) 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 be liable to the Authority and the City of Norman for the cost and expense for making such repair, or otherwise maintaining the said construction.

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 2nd day of January, 2020 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 2nd day of January, 2020.

(Corporate Seal) (where applicable)  
Principal

Mid-America Golf & Landscape, Inc.

ATTEST:

Signed: [Signature]  
Authorized Representative

[Signature]

Corporate Secretary (where applicable)

Title 1621 SE Summit Street  
Address: Lee's Summit, MO 64081

Telephone: 816-524-0010

(Corporate Seal) (where applicable)  
Surety

The Guarantee Company of North America USA One

ATTEST:

Signed: [Signature]  
Authorized Representative

[Signature]

Corporate Secretary (where applicable)  
Witness

Susan E. Miranda, Attorney-in-Fact

Title Towne Square, Suite 1470  
Address: Southfield, MI 48076  
Telephone: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF ~~OKLAHOMA~~ Missouri )  
COUNTY OF Jackson )

The foregoing instrument was acknowledged before me this 2 day of January, 2020, by Mike Cordell (Name & Title) Sec/Treasur of Mid-America Golf & Landscape Park a Missouri corporation, on behalf of the corporation.

WITNESS my hand and seal this 2 day of January, 2020.

Notary Public My Commission Expires: 4/27/2022



KRISTI HERRINGTON  
My Commission Expires  
November 27, 2022  
Jackson County  
Commission #18061132

Bond # B-1920-29

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 10 day of January, 2020.  
Beth Luckala

City Attorney

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

ATTEST:  
\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Chairperson



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. 90165013
Principal: Mid-America Golf & Landscape, Inc.
Obligee: City of Norman, Oklahoma

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Susan E. Miranda
Thomas McGee, L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this day of



[Signature of Randall Musselman]

Randall Musselman, Secretary