

DESIGN-BUILD NJPA AGREEMENT

THIS AGREEMENT is made this 3rd day of July, 2019, by and between The Norman Municipal Authority, N.A. (hereinafter called "**OWNER**"), whose principal office is located at 201 West Gray Street // Norman, OK 73069, and American Ramp Company, (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave, Joplin, MO 64801.

PROJECT: Andrews Park Skatepark

LOCATION: 201 West Daws Street // Norman, OK

PROJECT NUMBER: NFB019

WITNESSETH:

For value received, CONTRACTOR and OWNER agree as follows:

ARTICLE 1 DESCRIPTION OF WORK

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 DESIGN: Conceptual Design and necessary Construction Documents

1.3 CONSTRUCTION: Skatepark structure as determined by design meetings, conceptual and construction documents. Scope of work is limited to the footprint of the skatepark. See Exhibit A for a complete list of inclusions and exclusions.

ARTICLE 2 CONTRACT AMOUNT

2.1 OWNER agrees to pay CONTRACTOR the sum of **Nine Hundred Thousand Dollars and No Cents (\$ 900,000.00)**, plus any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities installed. A monthly service charge of 1.5% (18% per annum) will be applied to any past due amount after thirty (30) days.

2.2 All portions of this contract will be billed in monthly progress billings to be submitted to the OWNER by the CONTRACTOR no later than the 25th of each month projected to the last date of that month. All progress billings are due in full no later than the thirty (30) days the following month in order to avoid a monthly service charge as outlined in section 2.1 above.

2.3 All pricing of the skatepark elements is to be in line with ARC's National Joint Powers Alliance contract, #030117ARC.

2.4 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement.

2.5 "Completion of the Project" shall be deemed the earlier of 1.) The date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public.

2.6 The construction phase of this contract shall be completed within 180 days of mobilizing on site. Should CONTRACTOR be delayed in the work beyond its control such as an act of god, CONTRACTOR shall within 5 business days of the delay report such delay to the OWNER and request for a written extension in the construction timeline.

ARTICLE 3 INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and (2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. CONTRACTOR shall name The Norman Municipal Authority, N.A. as additional insureds on all such policies, insofar as each relates to the performance of the work covered by this Contract, except for workers' compensation.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

3.3 OWNER shall maintain builder's risk property insurance respecting the Property in an amount equal to the full insurable value thereof and the risk of casualty loss or damage to the Property shall be borne by OWNER, OR shall be self-insured for all such occurrences (OWNER is Self-Insured). If a casualty loss occurs during construction, this Contract shall terminate and CONTRACTOR shall be paid in full for all work performed and materials provided. The parties may then enter into a new contract to cover the repair, reconstruction and completion of the property if necessary.

ARTICLE 4 CONTRACTOR'S AND OWNER'S RESPONSIBILITIES

4.1 No variation of this agreement will be recognized unless such change has been approved in writing

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty and the Maintenance Bond attached to this Contract.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the skatepark be skated or ridden until final completion of the Project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because ramps/rails/park features were used before the Project was complete.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, location choice, graffiti, injuries, additional expenses incurred by OWNER, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction.

ARTICLE 5 MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall insure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such

legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

5.3 Claims, disputes or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Missouri law and shall be determined exclusively in the Courts of Jasper County, Missouri without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This agreement and the attached bond forms constitute the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

City: _____

Authorized Signature: _____

Chairperson, Norman Municipal Authority

Name Print: _____

Date Executed: _____

Attest: _____

City Clerk

Attest/Notary Seal Below:

CONTRACTOR:

Firm: American Ramp Company

Authorized Signature: _____

Name Print: Jonathan Hunter

Date Executed: 7.3.19

Attest: _____

Attest/Notary Seal Below:

[Signature]
Notary Public
July 3, 2019



****** NOTE -- EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED,
ATTACHED TO THIS AGREEMENT. ******

SCOPE OF WORK

Task 1.0 CONCEPTUAL DESIGN SERVICES

Task 1.0 PUBLIC INPUT & CONCEPT DESIGN

1.1 Project Start-Up Meeting

- Meet with project team, stakeholders, and team consultants to review scope of work, schedule, project goals, and common understanding of the project.
- Review and finalization of work plan including: proposed site program, pedestrian circulation, spectator viewing, and safety sight lines.
- Identify project representatives and communications protocol.

1.2 Project Site Visit & Documentation

- Walk project site with City of Norman staff to review opportunities and constraints of existing site conditions.
- Photograph, record video, and note existing site conditions relevant to skate park design.

1.3 Base Map Preparation

- Acquire and format all relevant site information necessary to begin preliminary design. OWNER to provide CONTRACTOR with a digital copy of site survey in AutoCAD 2000 or higher.

1.4 Community Skatepark Meeting (Public Meeting #1)

- Introduce project team members, City personnel, and stakeholders.
- Present digital PowerPoint presentation discussing project location, history, budget, and design opportunities.
- Facilitate work session with public and skatepark users to review conceptual design and project theme.
- Summarize workshop findings, facilitate question and answer session with public.

1.5 Present Conceptual Design Package

- Create preliminary skatepark concept integrating the finding of the community workshop.
- Verify design in responsive to site conditions and budget.
- Submit preliminary site plan and landscape concept depicting integration to existing site.

- Provide illustrations including high quality 3D renderings of skatepark design.
- 1.6 Cost Estimate and Quantities**
 - Provide general cost estimate based on unit sums for proposed skatepark.
 - Provide opinion of construction costs for landscaping and site improvements.
- 1.7 Revise Conceptual Designs**
 - Revise preferred conceptual design based on feedback from plan review.
 - Provide three copies of revised design to City on hi-gloss 24"x36" presentation paper and in digital format.
 - Propose phasing plan if necessary.
- 1.8 Present Approved Design Package (Public Meeting #2)**
 - Present approved design to skatepark users.
 - Present digital presentation describing how the users ideas were integrated into the design.
 - Facilitate workshop session which allows for Community review, comment and confirmation of the design direction.
 - Obtain specific input for revisions.

Task I Deliverables:

- Project schedule.
- Conceptual Design Package.
- Three, high quality 3D computer renderings depicting the features of the conceptual designs.
- Phasing plan as appropriate.
- Construction cost estimate.

TASK 2.0- DESIGN DEVELOPMENT AND CONSTRUCTION DRAWINGS

2.1 Design Development Review Meeting

- Meeting with City staff and Skatepark Committee to review results of community meetings.
- Review/discussion of design development, project budget, schedule & phasing options.

2.2 Revised Cost Estimate

- Revise cost estimate based on revisions to concept design.
- Revise opinion of construction costs for landscaping and site improvements.

2.3 City Staff Meeting (phone conference)

- Review / discussion of design development, project budget, schedule & phasing options.

2.4 Design Development Submittal

- 60% Site Design Package
- Proposed Drainage Design
- Proposed Construction Materials & Details

2.5 Design Development Review

- Redline Comments per City Design Review
- Revised Cost Estimate based on unit quantities

2.6 Existing Conditions/ Demo Plan

- Show relevant existing site amenities and identify items to be marked for removal or salvage.
- Identify items/ materials/ vegetation to be removed or salvaged by keynote referenced on legend.

2.7 Site Plan/ Layout Plan

- Provide location of Skate Park perimeter and skating elements using horizontal coordinate curve data and/or horizontal dimensioning.

2.8 Grading & Drainage/ Utility Plan

- Show vertical spot elevations of Skate Park surfaces and adjacent park elements.
- Location and sizing of necessary drainage structures, sizing and location of pipe daylight, invert and finish grades of drains.

2.9 Materials Plan

- Identify materials types, colors, slab thickness, metal size & types to be located within the skatepark.
- Reference all relevant construction details, cross sections, and manufactures specifications.

2.10 Sections/ Elevation Plan

- Show vertical cross sections sufficient to relay all sculptural and geometric elements within the Skate Park design.
- Show vertical relations of skatepark perimeter to adjacent grades, berms, buffers & landscaping areas.
- Provide keynote legend depicting section cuts in plan view.
- Show horizontal and vertical dimensions on cross sections.

2.11 Skate Park Jointing Plan

- Identify location of all concrete control joints, sawcut joints, expansion joints, and cold joints.

2.12 Construction Details

- Provide sufficient construction detailing for the construction of the Skate Park.
- Provide all proposed manufactures details / specifications.

2.13 Specifications

- Provide CSI (Construction Specification Institute) format specifications for all skate park items.

- Provide all proposed manufacturer specifications.

2.14 Review Period

- Submit construction drawings, specifications, & cost estimate.
- Address & correct any redline drawing and specification comments from City review.

Task II Deliverables:

- Three (3) sets of Final reproducible drawings.
- Three (3) sets of construction specifications in the CSI format as amended by the Owner with a master copy in digital format.

TASK 3.0- MANUFACTURING, INSTALLATION, AND CONSTRUCTION

3.1 INCLUDES*:

- All labor, supplies, tools, materials, and equipment required per scope of work, including any and all rental equipment used for construction
- Fabrication and installation of all skatepark elements
- Coping and rail sections
- Rough Grading
- All formwork related to skatepark
- Concrete cylinder testing for precast concrete elements
- Concrete engineering
- Placement of Sub-slabs per construction documents
- 4" Colored flatwork per construction documents
- Any necessary drainage per construction documents
- Saw cutting & cold joints per construction documents
- Precast component stamped drawings by licensed engineer
- All/Any plans and or drawings must meet the latest adapted state and local building code for the State of Oklahoma.

3.2 EXCLUDES*:

- Imported Fill material and mass excavation
- Fencing of any kind
- Permits and fees: Any necessary permit(s) will be acquired by others.
- Site testing and inspections: standard proctor/density testing, onsite concrete cylinders, engineering, surveying, or testing services.
- Union wages or taxes, if applicable
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.

- Any surface treatments other than the agreed upon color and concrete upgrades (sealer, stamping, marble, granite, tinting, brick, staining, acid etching, decorative finish, etc.)
- Professional services provided by Design Engineers, Architects, Surveyors, Geo-technical & Electrical Engineers
- Any landscaping
- Toxic or hazardous material handling or removal.
- Pedestrian protection, walkways, dust protection, temporary enclosures, protection of work or adjacent items.
- Soil treatment, termite treatment, landscaping, or reseeding.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Removal and/or replanting of any trees or shrubs.
- Any permits unless specifically indicated above.
- Any work not specifically indicated above.

3.3 CUSTOMER PROVIDES*:

- Sufficient water, light, and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- Site Security (any vandalism or destruction that should occur from insufficient security shall be the responsibility of the client).
- All necessary site information including topography, site surveying, and elevations.

Task III Deliverables:

- Fully manufactured, installed, and constructed skatepark.

Bond # B-1920-21

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, American Ramp Company, as PRINCIPAL, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the Norman Municipal Authority, a Public Trust of the State of Oklahoma, herein called NMA, in the full and just sum of Nine Hundred Thousand DOLLARS and No CENTS, (\$ 900,000.00), 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 3rd day of July, 2019.

The conditions of this obligation are such, that whereas, said PRINCIPAL is the lowest and best bidder for the making of the following NMA work and improvements, viz.:

ANDREWS PARK SKATEPARK

and has entered into a certain written CONTRACT with NMA dated July 3 20 19, 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 fully set forth, 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 the NMA 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 NMA 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.

Western Surety Bond Number: 30013602

Bond # B-1921-21

ATTEST:

James Moss
Corporate Secretary James Moss

ATTEST:

Corporate Secretary (Surety)

American Ramp Company

Company Name

BY Jonathon Hunter
Jonathon Hunter Principal Vice-President

Western Surety Company

Surety Name

BY Scott Brothers
Scott Brothers Surety Attorney-in-fact

STATE OF Missouri, COUNTY OF Jasper:

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of July, 2019 personally appeared Jonathon Hunter to me know to be the identical person who executes the foregoing, and acknowledge to me that he executed the same as his 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.

Heather L. Hoopes
Notary Public

My Commission Expires: 02-06-2020

Commission Number: 12300732

Approved as to form and legality this 3rd day of July, 2019.

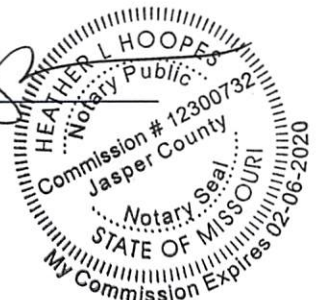
NMA Attorney

Approved by the Council of the NMA of Norman, this ____ day of _____, 20__.

ATTEST:

Chairman

Secretary



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Scott Brothers, Dawn Oney, Maria Stout, Individually

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of October, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of July, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Bond # MB-1920-10

MAINTENANCE BOND

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That American Ramp Company, as Principal and Western Surety Company, as a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as Surety, are jointly and severally, firmly held and bound unto THE NORMAN MUNICIPAL AUTHORITY, a Public Trust, herein called NMA, in the sum of Nine Hundred Thousand Dollars and No CENTS (\$ 900,000.00), in lawful money of the United States of America, for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal, being the lowest and best bidder on the following project for the construction of:

ANDREWS PARK SKATEPARK

And has entered into a written Contract with the NMA, dated July 3, 2019 for the erection and construction of this Project, that Contract being incorporated herein by reference as if fully set forth; and,

WHEREAS, under the ordinances of the NMA, the Principal is required to furnish to the NMA 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.

The condition of this bond is such that if the said 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 shall promptly repair, without notice from the NMA, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one year from the date of the written final acceptance by the NMA, 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 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 NMA, 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-1920-10

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 3rd day of July, 2019.

ATTEST: James Moss Corporate Secretary American Ramp Company
Company Name

Mailing Address of Principal:

BY Jonathon Hunter Principal Vice-President

601 South McKinley Avenue

Western Surety Company

Joplin, Missouri 64801

BY: Scott Brothers Attorney-in-Fact

STATE OF Missouri; COUNTY OF Jasper:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of July, 2019, personally appeared Jonathon Hunter to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his 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.

Heather Hoopes Notary Public

My Commission Expires: 02-06-2020

Commission Number: 12300732

Approved as to form and legality this 3rd day of July, 2019.

NMA Attorney

Approved by the Council of the NMA of Norman, this day of , 20 .

Chairman

ATTEST: Secretary

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Scott Brothers, Dawn Oney, Maria Stout, Individually

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of October, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of July, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Bond # B-1920-22

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, American Ramp Company, as Principal, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto The Norman Municipal Authority (NMA), a Municipal Corporation of the State of Oklahoma, herein called NMA, in the penal sum of Nine Hundred Thousand DOLLARS and No CENTS, (\$900,000.00), 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 3rd day of July, 2019.

The conditions of this obligation are such, that whereas, the above Bonded Principal American Ramp Company is the lowest and best bidder for the making of the following NMA work and improvement, viz.:

ANDREWS PARK SKATEPARK

and has entered into a certain written contract with the Norman Municipal Authority (NMA), dated July 3, 2019, 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 being incorporated by reference, as if fully set forth.

NOW, THEREFORE, if the said 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, for 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 SURITIES, 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-1920-22

ATTEST:

James Moss
Corporate Secretary
James Moss

American Ramp Company

Company Name

BY

Jonathon Hunter

Principal

Vice-President

ATTEST:

Corporate Secretary (Surety)

Western Surety Company

Surety Name

BY

Scott Brothers

Surety

Attorney-in-fact

STATE OF Missouri, COUNTY OF Jasper:

Before me, the undersigned, a Notary Public in and for said County and State on this 3rd day of July, 2019 personally appeared Jonathon Hunter to me known to be the identical person who executed the foregoing, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

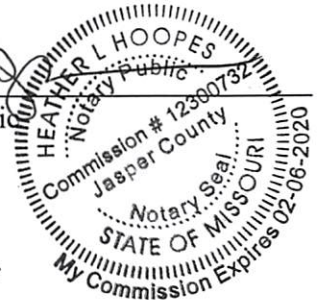
WITNESS my hand and seal the day and year last above written.

Heather Hoopes
Notary Public

My Commission Expires: 02-06-2020

Commission Number: 12300732

Approved as to form and legality this 2nd day of July, 2019.



NMA Attorney

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

ATTEST:

Secretary

Chairman

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Scott Brothers, Dawn Oney, Maria Stout, Individually

of Joplin, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of October, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of July, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.