

MEETING AGENDA

NORMAN FORWARD CITIZEN'S FINANCIAL OVERSIGHT BOARD

**Executive Study Session Room
201 West Gray**

**Monday, October 17, 2016
3:30 P.M.**

- I. Approve minutes from August 15, 2016 Meeting
- II. Presentation on Norman Forward Public Arts Programs
- III. Discussion of Program Manager Contract
- IV. Discussion of Annual Report to City Council
- V. Discussion of Finance Reports – Finance Department
- VI. Ad Hoc Committee Liaison Reports
- VII. Discussion of Project Status – Project Managers
- VIII. Miscellaneous Discussion
- IX. Establishment of Future Meeting Time(s)
- X. Adjournment

Norman Arts Council
Norman Forward 1% for Art
Update – 10/17/16

Westwood Family Aquatic Center

Public Art budget: \$100,000

- On August 8th, the RFQ was posted on CaFE and other national and state sites. The deadline for submissions was September 26th
- We received 155 responses to the RFQ from all over the world
- The Selection Panel met on October 5th and selected three finalists
- Finalists will be in Norman on October 27th for their mandatory site visit
- Finalists will return to Norman in early December to present their proposals for the art to the selection panel.
- Panel will select the artist and then we will bring that artist's proposal to the Norman Public Arts Board for approval, the Norman Arts Council Board for approval, and then to the Norman Forward Financial Oversight Committee for approval.
- Once approved by all three bodies, the City can begin the contract process with the artist
- Selection Panel Members:
 - Ally Richardson – Arts Professional representative
 - Brooke Haney – NAC representative
 - Jud Foster – Stakeholder
 - Rick McKinney – Design Team Representative
 - David Minihan – City Manager Designee
 - Jim Griffith – Norman Forward Ad Hoc Committee Representative
 -

East Branch Library

Public Art budget: \$32,000

- On August 29th, the Library project team's meeting began with a presentation looking at public art projects in libraries around the United States. These projects included a wide variety of subject matter, media, and budgets.
- The team also reviewed the compilation of the Project Criteria surveys they had completed. This is an exercise to spark ideas and conversation about the public art they think would be most effective in their library.
- The project team met with MSR, on Monday, September 19th
- The RFQ is drafted and will be posted on CaFE on November 1, 2016
- Deadline for artists to respond is December 16, 2016
- Selection panel will review submissions and select finalists in early January
- Selected artist will go through approval process in late March/Early April
- Selection Panel Members:

- Douglas Shaw Elder – PAB Representative
- Jana Moring – PAB Representative
- Robbie Kienzle – Arts Professional
- Caroline Dulworth – Stakeholder
- Matt Kruntorad – Design Team Designee
- Terry Floyd – City manager Designee
- Chuck Thompson - Norman Forward Ad Hoc Committee Representative
- Carla Kimberling - Norman Forward Ad Hoc Committee Representative

Item 12, continued:

Items submitted for the record

1. Text File BID-1617-2 dated August 9, 2016, by Mike White, Fleet Superintendent
2. Bid tabulation dated July 11, 2016, for Unleaded/Diesel fuel
3. Unleaded/Diesel Fuel Table
4. Cost breakdown for Unleaded and Diesel fuel purchased from Red Rock Distributing on August 2, 2016
5. Cost comparison for Transport Delivery Fees with Cost Plus Methodology versus Revenue Minus Methodology

and the question being upon accepting all bids meeting specifications and upon the subsequent awarding of the bid, a vote was taken with the following result:

YEAS: Councilmembers Allison, Castleberry, Chappel, Clark, Heiple, Hickman, Holman, Karjala, Mayor Miller

NAYES: None

The Mayor declared the motion carried and all bids meeting specifications accepted; and the bid was awarded to Red Rock Distributing as the lowest and best bidder meeting specifications.

* * * * *

Item 13, being:

CONSIDERATION OF AWARDING REQUEST FOR PROPOSAL RFP-1617-7, APPROVAL OF CONTRACT K-1617-60 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND MERRITT TENNIS AND TRACK SYSTEMS IN THE AMOUNT OF \$230,280; PERFORMANCE BOND B-1617-24, STATUTORY BOND B-1617-25, AND MAINTENANCE BOND MB-1617-21 FOR THE NORMAN FORWARD WESTWOOD TENNIS CENTER TWO COURT CONSTRUCTION PROJECT.

Acting as the Norman Municipal Authority, Trustee Heiple moved that Request for Proposal RFP-1617-7 from Merritt Tennis and Track Systems for the NORMAN FORWARD Westwood Tennis Center Two Court Construction Project be accepted; Contract K-1617-60 in the amount of \$230,280 and the performance, statutory, and maintenance bonds be approved; execution of the contract and bonds be authorized; and the filing of the bonds be directed, which motion was duly seconded by Trustee Holman;

Items submitted for the record

1. Text File K-1617-60 dated September 6, 2016, by James Briggs, Park Planner
2. Tabulation of bids dated August 31, 2016, for the NORMAN FORWARD Westwood Tennis Center Two Outdoor Court Addition Project
3. Contract K-1617-60
4. Performance Bond B-1617-24
5. Statutory Bond B-1617-25
6. Maintenance Bond MB-1617-21

and the question being upon accepting Request for Proposal RFP-1617-7 from Merritt Tennis and Track Systems for the NORMAN FORWARD Westwood Tennis Center Two Court Construction Project and upon the subsequent approval, authorization, and directive, a vote was taken with the following result:

YEAS: Trustees Allison, Castleberry, Chappel, Clark, Heiple, Hickman, Holman, Karjala, Chairman Miller

NAYES: None

The Chairman declared the motion carried and Request for Proposal RFP-1617-7 from Merritt Tennis and Track Systems for the NORMAN FORWARD Westwood Tennis Center Two Court Construction Project accepted; Contract K-1617-60 in the amount of \$230,280 and the performance, statutory, and maintenance bonds were approved; execution of the contract and bonds was authorized; and the filing of the bonds was directed.

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City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069

Master

File Number: K-1617-60

File ID: K-1617-60	Type: Contract	Status: Consent Item
Version: 1	Reference: Item 13	In Control: City Council
Department: Parks and Recreation Department	Cost: \$230,280.00	File Created: 09/06/2016
File Name: Westwood Tennis Norman Forward Outdoor Courts	Final Action:	

Title: CONSIDERATION OF AWARDING REQUEST FOR PROPOSAL RFP-1617-7, APPROVAL OF CONTRACT K-1617-60 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND MERRITT TENNIS AND TRACK SYSTEMS IN THE AMOUNT OF \$230,280; PERFORMANCE BOND B-1617-24, STATUTORY BOND B-1617-25, AND MAINTENANCE BOND MB-1617-21 FOR THE NORMAN FORWARD WESTWOOD TENNIS CENTER TWO COURT CONSTRUCTION PROJECT.

Notes: ACTION NEEDED: Acting as the Norman Municipal Authority, motion to accept or reject Request for Proposal RFP-1617-7 with Merritt Tennis and Track Systems for the NORMAN FORWARD Westwood Tennis Center Two Court Construction Project; and, if accepted, approve Contract K-1617-60 in the amount of \$230,280 and the performance, statutory, and maintenance bonds; authorize execution of the contract and bonds; and direct the filing of the bonds.

ACTION TAKEN: GA/SH 9/10

Agenda Date: 09/13/2016

Agenda Number: 13

Attachments: Text File Westwood, Bid Tab, Merritt Contract, Merritt Bonds Westwood Tennis Courts

Project Manager: James Briggs, Park Planner

Entered by: james.briggs@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1617-60

Body

BACKGROUND: On October 13, 2015 Norman citizens passed the Norman Forward Initiative which will fund various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative is a project to make improvements to the Westwood Tennis Center. This facility is a regular host to youth and adult tennis tournaments-from local and state-wide organizations all the way up to United States Tennis Association (USTA) sectional tournaments which are only awarded to USTA-sanctioned facilities. The total project for Westwood Tennis Center includes construction of an indoor facility on two of the existing courts, and two additional outdoor courts at the site. The indoor facility will be bid on a separate contract once the outdoor courts are constructed so as not to interrupt our ability to host these major tournaments. The Westwood

Tennis Center is also operated daily for local users and has a large summer youth program, which will also benefit from these planned improvements.

DISCUSSION: RFP-1617-7 was advertised in The Norman Transcript, as well as in Construction Market Data, Bid News, Reed Construction Data, Southwest Construction News and e-Plan. Bid documents were distributed to four general contractors. One company that specializes in Tennis Court Construction responded to the bid. The other companies were contacted after the bid date and asked why they did not submit a bid. Two replied that they were too busy to commit to the project at this time. The other company indicated they were only interested in bidding on the indoor court project. The sole bid for the project was received from Merritt Tennis & Track Systems, in the amount of \$230,280. This amount is within the estimated project budget for this phase of the total project. This price will include the survey and engineered drawings of the new courts, along with all construction of the new post-tensioned concrete tennis courts slab and all associated fencing, access walks, lighting, court surfacing, line work, nets and all other labor and material necessary to construct a USTA-certified facility. The bid also includes all traffic control which will be necessary during the concrete placement, when trucks will enter/exit the site via Robinson Street. All plans will be reviewed and receive inspection consistent with similar construction in Norman. Merritt Tennis & Track is the same company who was hired to build the new Youth Court project at Westwood in 2015, as well as the previous 5 court addition done in the early 2000's. Our experience with this company has been excellent. The goal is to construct these courts before winter and bid the new indoor facility design and construction during the winter, so the project can be completed by the spring and summer tournament season in 2017.

RECOMMENDATION NO. 1: It is recommended that the Norman Municipal Authority award RFP Number 1617-7 for the Norman Forward Westwood Tennis Center Two Outdoor Court Addition Project for the Parks and Recreation Department to Merritt Tennis & Track Systems in the amount of \$230,280. Funding is available in Westwood Tennis Center Addition, Construction (account 051-9364-451.61-01; project NFB007). The estimated budget for the project is \$250,000.

RECOMMENDATION NO. 2: It is further recommended that Contract K-1617-60, Performance Bond B-1617-24, Statutory Bond B-1617-25, and Maintenance Bond MB-1617-21 be approved.

CITY OF NORMAN
Norman, Oklahoma
31 August 2016

TABULATION OF BIDS
RFP #1617-7

The following is a tabulation of bids received by the City of Norman for the Norman Forward Westwood Tennis Center Two Outdoor Court Addition Project. Funding for this project is available in the Westwood Tennis Center Improvements Norman Forward Project Account Number 051-9364-451.61-01, NFB 007.

<u>Contractor</u>	<u>Bid Amount</u>
Merritt Tennis & Track Systems (OKC, OK)	\$230,280
Jenco Construction (OKC, OK)	NO BID
AC Owen Construction (Edmond, OK)	NO BID
Compass Commercial (Norman, OK)	NO BID

RECOMMENDATION: That the project be awarded to Merritt Tennis & Track Systems in the amount of \$230,280 as the lowest and best bidder to meet specifications.

City of Norman

Jud Foster
Director of Parks and Recreation

CONTRACT

THIS CONTRACT made and entered into this 13th day of September 2016 by and between Merritt Tennis & Track Systems, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the Norman Municipal Authority, hereinafter designated as the NMA, Party of the Second Part.

WITNESSETH

WHEREAS, the NMA has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

WESTWOOD TENNIS CENTER TWO COURT ADDITION

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the NMA on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: Two Hundred Thirty Thousand Two Hundred Eighty DOLLARS (\$ \$230,280);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: NONE.

2. The NMA shall make payments to the Contractor in the following manner: On or about the first day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the

Contract # K-1617-60

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the NMA, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the NMA.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in one hundred twenty (120) calendar days.

The Notice to Bidders published in the Norman Transcript July 29 and August 5, 2016, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the NMA, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the NMA to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the NMA or in any way to restrict the freedom of the NMA to exercise full discretion in its dealing with the Contractor.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.

Contract # K-1617-60

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 6 day of September, 2016.

CORPORATE SEAL

Merritt Dennis & Park Systems
Company Name

ATTEST: Susan M. Merritt
Corporate Secretary

BY Paul L. Merritt
President

STATE OF OK.
COUNTY OF OK.

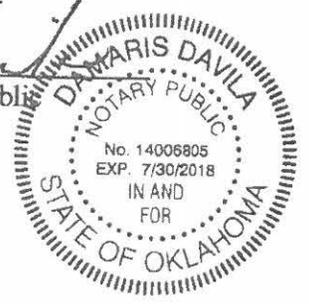
Paul L. Merritt of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the NMA. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the NMA any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Paul L. Merritt
President

Subscribed and sworn to before me this 6 day of September, 2016.

D. Davis Davila
Notary Public

My Commission Expires: 7/30/18
Commission Number: 14006805



CITY OF NORMAN

Approved as to form and legality this 8 day of Sept., 2016.

[Signature]
City Attorney

Approved by the Norman Municipal Authority this 13th day of September, 2016.

ATTEST: [Signature]
Secretary



[Signature]
Chairman

Bond #GR34908

Bond # B-1617-24

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ^{Merritt Sealing Company dba} Merritt Tennis Court & Track Systems, as Principal, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE NORMAN MUNICIPAL AUTHORITY (NMA), in the full and just sum of Two Hundred Thirty Thousand Two Hundred Eighty DOLLARS (\$ 230,280), 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 13th day of September, 2014

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.:

WESTWOOD TENNIS CENTER TWO COURT CONSTRUCTION

and has entered into a certain written contract with THE NORMAN MUNICIPAL AUTHORITY dated 9/13 2014, for the erection and construction of said work and improvements, 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 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.

Bond # B-1617-24

ATTEST:

Merritt Sealing Company dba Merritt Tennis Court & Track Systems

Company Name

Susan Merritt
Corporate Secretary

BY [Signature]
Principal

ATTEST:

Granite Re, Inc.

Surety Name

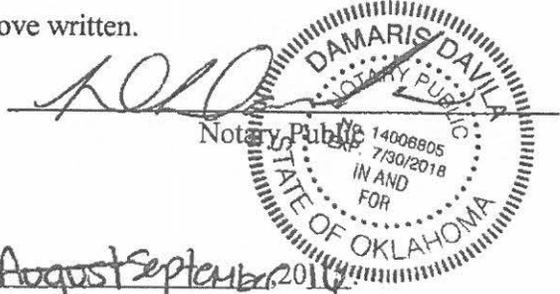
Debbie Slack
Corporate Secretary (Surety)

BY Vicki Wilson
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of August, 2016 personally appeared J. Robert Merritt 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.



My Commission Expires: 7/30/18
Commission Number: 14006805

Approved as to form and legality this 28 day of August ~~September~~, 2016.

[Signature]
City Attorney

Approved by the Norman Municipal Authority, this 13th day of September, 2016

ATTEST:
[Signature]
Secretary



[Signature]
Chairman

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

Merritt Sealing Company dba
That we, Merritt Tennis Court & Track Systems, as Principal, and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of Two Hundred Thirty Thousand Two Hundred Eighty DOLLARS (\$ 230,280), 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 13th day of September, 2016.

The conditions of this obligation are such, that whereas, the above Bonded Principal Merritt Sealing Company dba Merritt Tennis Court & Track Systems is the lowest and best bidder for the making of the following work and improvement, viz.:

WESTWOOD TENNIS CENTER TWO COURT CONSTRUCTION

and has entered into a certain written contract with THE NORMAN MUNICIPAL AUTHORITY (NMA), dated 9/13, 2016, 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 NMA.

Merritt Sealing Company dba
NOW, THEREFORE, if the said Merritt Tennis Court & Track Systems 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-1617-25

ATTEST:

Susan Merritt
Corporate Secretary

Merritt Sealing Company dba Merritt Tennis Court & Track Systems
Company Name

BY [Signature]
Principal

ATTEST:

Debbie Slack
Corporate Secretary (Surety)

Granite Re, Inc.
Surety Name

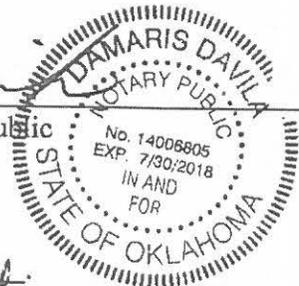
BY Vicki Wilson
Surety

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 31 day of August, 2016 personally appeared J. Robert Merritt 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.

[Signature]
Notary Public



My Commission Expires: 7/30/18
Commission Number: 14006805

Approved as to form and legality this 18 day of Sept. August, 2016.

[Signature]
City Attorney

Approved by the Norman Municipal Authority, this 13th day of September, 2014.

ATTEST:

[Signature]
Secretary



[Signature]
Chairman

MAINTENANCE BOND

WHEREAS, THE UNDERSIGNED ^{Merritt Sealing Company dba} Merritt Tennis Court & Track Systems hereinafter referred to as the Principal, has entered into a certain contract dated 9/13, 2016, for the construction of:

WESTWOOD TENNIS CENTER TWO COURT CONSTRUCTION

WHEREAS, under the ordinances of said Norman Municipal Authority (NMA) the said Principal is required to furnish to the NMA 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 Granite Re. Inc., as a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said NMA in the penal sum of Two Hundred Thirty Thousand Two Hundred Eighty DOLLARS (\$ 230,280), 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 NMA, 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 within a period of one year without notice from said NMA, and without expense to said NMA, 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 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.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name

Bond # MB-1617-21

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 31 day of August, 20 16.

ATTEST: Susan Merritt
Corporate Secretary

Merritt Sealing Company dba Merritt Tennis Court & Track Systems
Company Name

Mailing Address of Principal:

BY [Signature]
Principal

P. O. Box 75728

Granite Re, Inc.

Oklahoma City, OK 73147-0728

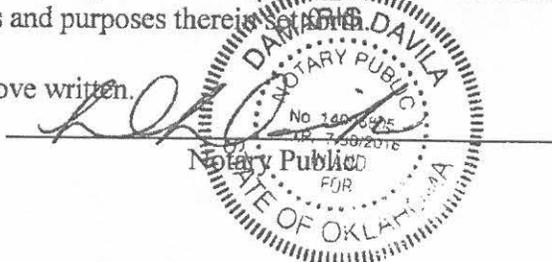
Surety Name

BY: Viebi Wilson
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 31 day of August, 20 16, personally appeared J. Robert Merritt 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.



My Commission Expires: 7/30/18
Commission Number: 14006805

Approved as to form and legality this 30th day of August/Sept., 2016.

[Signature]
City Attorney

Approved by the Norman Municipal Authority, this 3th day of September 2016.

ATTEST: Brenda [Signature]
Secretary



[Signature]
Chairman

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

W.D. HOWELL JR., VICKI WILSON, R. BRIAN HOWELL, ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

W.D. HOWELL JR., VICKI WILSON, R. BRIAN HOWELL, ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL may lawfully do in the premises by virtue of these presents.

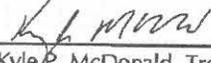
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

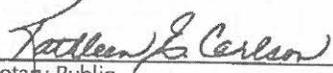


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

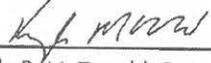
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.





Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2016

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 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).

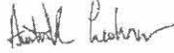
PRODUCER Howell-Stone Insurance, Inc. P.O. Box 5010 Edmond, OK 73083	CONTACT NAME: Shella J. Schwarz	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: shelia@howell-stone.com		
INSURED Merritt Sealing Co., A Corp. dba Merritt Tennis Court & Track Systems P. O. Box 75728 Oklahoma City, OK 73147-0728	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Union Insurance Company	NAIC # 25844
	INSURER B: CompSource Mutual	NAIC # 36188
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPA4204495-21	08/24/2016	08/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPA4204495-21	08/24/2016	08/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	00420088 16 1	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INSTALLATION FLOATER		CPA4204495-21	08/24/2016	08/24/2017	JOB LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Westwood Tennis Center Two Court Construction

CERTIFICATE HOLDER Norman Municipal Authority 201 West Gray Norman, OK 73069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

NORMAN FORWARD EXPENDITURES BY PROJECT

	Budget	PO #	Acct	Total	Paid	Balance
Budget	1,600,808					
Contract/Encumbered:						
ADG, PC		275953	4003	1,741,194	(257,359)	1,483,835
Total					<u>-</u>	<u>1,483,835</u>
Paid:						
ADG, PC		2/17	275953			(38,816)
ADG, PC		3/17	275953			(71,707)
Total						<u>-</u> <u>(110,523)</u>
Balance						<u>1,490,285</u>
NFB001 Griffin Park Remodel						
Budget	2,150,000					
Contract/Encumbered:						
Total					<u>-</u>	<u>-</u>
Paid:						
Total					<u>-</u>	<u>-</u>
Balance						<u>2,150,000</u>

NFB004 James Garner: Flood-Acres

	Budget	PO #	Acct	Total	Paid	Balance
Budget	465,000					
Contract/Encumbered:						
		-		-	-	
		-		-	-	
Total						
Paid:						
						-
						-
Total						
Balance						465,000

NFB005 Community Sports Park Development

	Budget	PO #	Acct	Total	Paid	Balance
Budget	800,000					
Contract/Encumbered:						
		-		-	-	
		-		-	-	
Total						
Paid:						
						-
						-
Total						
Balance						800,000

NFB008 James Garner/Acres Intersection

	Budget	PO #	Total	Paid	Balance
Budget	64,900				
Contract/Encumbered:					
Lemke Land Surveying Inc		278343	11,500	(8,930)	<u>2,570</u>
Total					<u><u>2,570</u></u>
Paid:					
Lemke Land Surveying Inc.		15/16 278343 6201			(8,930)
Balance					<u><u>(8,930)</u></u>

NFB016 Library - New Central Branch

	Budget	PO #	Acct	Total	Paid	Balance
Budget	40,303,074					
Contract/Encumbered:						
Environmental Action Inc		280789 6101		37,924	(37,924)	-
Environmental Loop Service		280917 6101		5,540	(5,540)	-
Meyer Scherer & Rockcastle LTD		274261 6201		3,685,810	(1,232,402)	2,453,408
Burns & McDonnell Engineering Co.		280629 6201		54,470	(10,894)	<u>43,576</u>
Total						<u><u>2,496,984</u></u>

Paid:					
City Controller - Misc Reimb	8/16	273605	6001	(1,082,533)	
City Controller - Misc Reimb	8/16	273604	6001	(110,438)	
City Controller - Misc Reimb	8/16	273603	6001	(105,519)	
City Controller - Misc Reimb	8/16	273602	6001	(159,220)	
Fulton Worster Group	8/16	272933	6001	(1,500)	
City Controller - Misc Reimb	8/16	270533	6001	(22,000)	
City Controller - Misc Reimb	8/16	272283	6001	(3,191)	
City Controller - Misc Reimb	8/16	272641	6001	(2,200)	
City Controller - Misc Reimb	8/16	272640	6001	(2,100)	
City Controller - Misc Reimb	8/16	272639	6001	(1,800)	
City Controller - Misc Reimb	8/16	272638	6001	(1,800)	
Dansby Engineering PLC	8/16	273844	6001	(3,000)	
City Controller - Misc Reimb	9/16	274210	6001	(90,467)	
City Controller - Misc Reimb	9/16	274347	6001	(94,325)	
Meyer Scherer & Rockcastle LT	9/16	274261	6201	(63,703)	
Meyer Scherer & Rockcastle LT	9/16	274261	6201	(131,274)	
Caesar Appraisal Service Inc.	9/16	274209	6001	(500)	
Caesar Appraisal Service Inc.	9/16	274208	6001	(500)	
Caesar Appraisal Service Inc.	9/16	274207	6001	(1,200)	
Meyer Scherer & Rockcastle LT	10/16	274261	6201	(127,802)	
Terracon Consultants Inc	10/16	274387	6201	(16,500)	
Meyer Scherer & Rockcastle LT	11/16	274261	6201	(126,555)	
Meyer Scherer & Rockcastle LT	13/16	274261	6201	(149,684)	
Asbestos Support Technologies	13/16	280149	6201	(1,460)	
Meyer Scherer & Rockcastle LT	13/16	274261	6201	(188,008)	
Meyer Scherer & Rockcastle LT	13/16	274261	6201	(82,389)	
Lemke Land Surveying Inc	2/17	274261	6201	(204,881)	
Lemke Land Surveying Inc	2/17	280582	6201	(5,480)	
Burns & McDonnell Engineering	3/17	280629	6201	(5,447)	
City of Norman	3/17	282183	6201	(50)	
Environmental Action Inc	3/17	280789	6101	(37,924)	
Environmental Loop Service	3/17	280917	6101	(5,540)	
Meyer Scherer & Rockcastle LT	3/17	274261	6201	(158,105)	

Burns & McDonnell Engineering 3/17 280629 6201 (5,447)

Total (2,992,543)

Balance 37,310,531

NFB017 Library - New East Branch

Budget **Budget** **Total** **Paid** **Balance**
5,082,171

Contract/Encumbered:

Meyers Scherer & Rockcastle LTD									
Burns & McDonnell Engineering Co.	274262	6201	456,907	(59,942)	396,965				
	280629	6201	25,890	(5,178)	<u>20,712</u>				

Total 417,677

Paid:

Meyer Scherer & Rockcastle LTD	9/16	274262	6201	(28,321)
Meyer Scherer & Rockcastle LTD	9/16	274262	6201	(14,900)
Terracon Consultants Inc	10/16	274388	6201	(4,000)
Meyer Scherer & Rockcastle LTD	11/16	274262	6201	(5,572)
Lemke Land Surveying Inc	12/16	274389	6201	(3,753)
Meyer Scherer & Rockcastle LTD	12/16	274262	6201	(33,159)
Meyer Scherer & Rockcastle LTD	12/16	274262	6201	(27,263)
Meyer Scherer & Rockcastle LTD	13/16	274262	6201	(41,001)
Meyer Scherer & Rockcastle LTD	2/17	274262	6201	(15,865)
Burns & McDonnell Engineering Co	3/17	280629	6201	(2,589)
Burns & McDonnell Engineering Co	3/17	280629	6201	(2,589)
Meyer Scherer & Rockcastle LTD	3/17	274262	6201	<u>(44,076)</u>

Total (223,088)

Balance 4,859,083

NFB018 Westwood Swim Complex Replacement

	Budget	PO #	Acct	Total	Paid	Balance
Budget	12,000,000					
Contract/Encumbered:						
M&M Wrecking Inc		280308	6101	72,500	(72,500)	-
City Controller - Misc Reim		281882	6101	2,000	(2,000)	-
Norman Transcript		282442	6201	50	(50)	-
Waters Edge Aquatic Design LLC		274187	6201	840,000	(481,849)	358,151
W.L. McNatt & Company		282771	6101	9,167,000	-	9,167,000
W.L. McNatt & Company		282772	6101	1,000,000	-	1,000,000
Total						<u>10,525,151</u>
Paid:						
Waters Edge Aquatic Design LLC		10/16	274187	6201		(58,342)
Waters Edge Aquatic Design LLC		11/16	274187	6201		(16,297)
Waters Edge Aquatic Design LLC		12/16	274187	6201		(194,250)
Norman Transcript		1/17	280264	6101		(45)
Terracon Consultants Inc		1/17	280197	6101		(7,000)
EST, Inc.		2/17	280192	6101		(1,049)
Delta Environmental Services		2/17	280928	6101		(1,250)
Waters Edge Aquatic Design LLC		2/17	274187	6201		(144,375)
Waters Edge Aquatic Design LLC		2/17	274187	6201		(40,505)
Waters Edge Aquatic Design LLC		3/17	274187	6201		(28,079)
Lowe's Companies		3/17	281884	6101		(56)
City Controller - Misc Reim		3/17	283172	6101		(2,500)
M and M Wrecking Inc		3/17	283164	6101		(1,879)
Norman Transcript		3/17	282442	6101		(50)
City Controller - Misc Reim		3/17	281882	6101		(2,000)
M and M Wrecking Inc		3/17	280308	6101		(72,500)
Total						<u>(570,178)</u>
Balance						<u>11,429,822</u>

NFP102 Griffin Park Regrading (Paygo)

	Budget	PO #	Acct	Total	Paid	Balance
Budget	217,416					
Contract/Encumbered:						
Rgroup		277090	6101	120,616	(106,389)	14,227
Total						<u>14,227</u>
Paid:						
LA Donco Inc.		12/16	277132	6101		(48,400)
Rgroup Inc.		12/16	277090	6101		(79,320)
LA Donco Inc.		13/16	277132	6101		(43,560)
Rgroup Inc.		2/17	277090	6101		(27,069)
LA Donco Inc.		2/17	277132	6101		(4,840)
Total						<u>(203,189)</u>
Balance						<u><u>14,227</u></u>

NORMAN FORWARD Sales Tax Collections to Date, vs. Projections

MONTH	PROJECTED	ACTUAL	% VARIANCE
March	\$ 765,813	\$ 728,243	- 4.91%
April	\$ 737,709	\$ 776,747	5.29%
May	\$ 796,539	\$ 802,418	0.74%
June	\$ 820,638	\$ 729,175	-11.15%
July	\$ 771,629	\$ 758,153	- 1.75%
August	\$ 811,311	\$ 753,218	- 7.16%
September	\$ 786,920	\$ 771,583	- 1.95%
October	\$ 858,715	\$ 816,566	- 4.91%
TOTAL TO-DATE	\$6,349,274	\$6,136,103	- 3.36%