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MAINTENANCE BOND

City of Norman Bond # MB-2223-13
RLI Insurance Co. Bond # RCB0035044

Know all men by these presents that L5 Construction, LLC, as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound under the City of Norman, Oklahoma, and Norman City Council, hereinafter designated as the Owner, in the sum of Two Million One Hundred Eighty-Five Thousand Five Hundred and 00/100 dollars (\$ 2,185,500.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City of Norman, Oklahoma, and Norman City Council, and thereafter for the sum of N/A dollars (\$ N/A), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of N/A year(s) thereafter, for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

**NORTH BASE COMPLEX
PHASE 2**

has entered into a written Contract (K-2223-33) with the City of Norman, Oklahoma, and Norman City Council, dated November 1st, 2022, 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 Owner 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 Owner 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 Owner, 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 Owner 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 1st day of November, 2022 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 1st day of November, 2022.

(Corporate Seal) (where applicable)

L5 Construction, LLC
Principal

ATTEST:

Signed: [Signature]

Authorized Representative

Shawn D. Driver, Managing Partner

Title 7725 W. Reno, Suite 400

Address: Okla City, OK 73127

Telephone: (405)443-3621

*Manager
(OEM)*

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

RLI Insurance Company
Surety

ATTEST:

Signed: [Signature]
Authorized Representative

Donald C. Bowers, Attorney-in-Fact

Title 6701 N. Broadway, Suite 201

Address: Oklahoma City, OK 73116

Telephone: (405)840-4351

Corporate Secretary (where applicable)

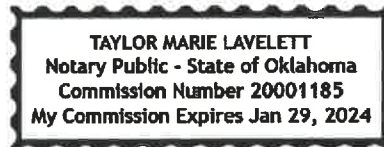
LLC ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF OKLAHOMA _____)

The foregoing instrument was acknowledged before me this 1st day of November, 20 22, by Shawn Driver, Managing Partner (Name & Title) of L5 Construction, an Oklahoma LLC, on behalf of the company.

WITNESS my hand and seal this 1st day of November, 20 22.

Taylor Marie Lavelett
Notary Public
My Commission Expires: 01-29-2024



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: _____

CITY OF NORMAN, OKLAHOMA, AND NORMAN CITY COUNCIL

Approved as to form and legality this 8 day of November, 2022.

Elizabeth Luddala
City Attorney

Approved by the City of Norman, Oklahoma, and Norman City Council this ____ day of _____, 20____.

ATTEST:

Secretary

Authorized Representative

END OF MAINTENANCE BOND