

## CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Ellsworth Construction OKC, LLC D.B.A. A-Tech Paving as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### WITNESSETH

WHEREAS, the CITY 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 of said bidding documents, and has caused Notice to Bidders 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 projects:

#### **BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 1**

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 Notice to Bidders, has submitted to the CITY in 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 publicly 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:

(WRITTEN) One Million One Hundred Ninety One Thousand Two Hundred Fifty Dollars and Fifty Cents (DOLLARS);

(NUMERALS) (\$ \$1,191,250.50 ) .

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, workman-like 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: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2425-2

Page 1 of 4

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT unit prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other 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 in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, 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 CITY.

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 estimate 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. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, BID 1**

a. 240 Calendar Days

1. 240 Calendar Days does not include weather days

i) Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) Retainage shall be 5%, except where otherwise provided by applicable law.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2425-2

Page 2 of 4

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.


12) 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 CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations 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 CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

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

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss:

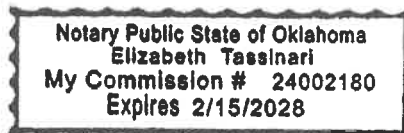
**Tim Lunday**

, 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 CITY. 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 CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

  
Contractor

Contract No. K-2425-2  
Page 3 of 4

Subscribed and sworn to before me this 26th day of June, 2024.



Elizabeth Tassinari  
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST:

Authorized Representative

Shelby Lee  
Corporate Secretary (where applicable)

Principal

Signed:

Jim L. Day

Title: President

Address 500 N Vickie Dr, Oklahoma City, OK 73117

Telephone: 405-418-4741

CITY OF NORMAN:

Approved as to form and legality this 5 day of July, 2024.

Elizabeth Luckala  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Contract No. K-2425-2  
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**CONTRACT AFFIDAVIT**

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss:

**Tim Lunday**, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Ellsworth Construction OKC, LLC D.B.A. A-Tech Paving to submit the above Contract to the City of Norman, Oklahoma.

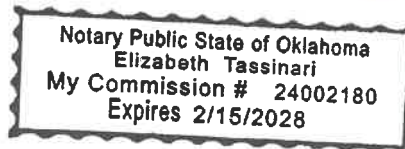
Affiant further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

*Tim Lunday*  
Contractor

Subscribed and sworn to before me this 26th day of June, 2024.

*Elizabeth Tassinari*  
Notary Public

My Commission Expires:  
February 15, 2028



**CITY OF NORMAN****MAINTENANCE BOND** 5601125

Know all men by these presents that Ellsworth Construction OKC, LLC dba A-Tech Paving, as Principal, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million One Hundred Ninety One Thousand Two Hundred Fifty and 50/100 DOLLARS (\$ 1,191,250.50), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of One Hundred Seventy Eight Thousand Six Hundred Eighty Seven and 65/100 DOLLARS (\$ 178,687.65), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years 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 best bidder on the following project:

**BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE  
PAVEMENT, FYE 2025 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2425-2) with the CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Maintenance Bond No. MB-2425-2

Page 1 of 3

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 26 day of June, 2024, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 26 day of June, 2024.

(Corporate Seal) (where applicable)

ATTEST:

Shelby Nees

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:



Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal

Signed: Tim Lunday

Title: Authorized Representative

Title: President

Address: 500 N Vickie Dr

Oklahoma City, OK 73117

Telephone: 405-418-4741

Surety: Great American Insurance Company

Signed: Dayna Harjo

Authorized Representative

Printed: Dayna Harjo

Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )

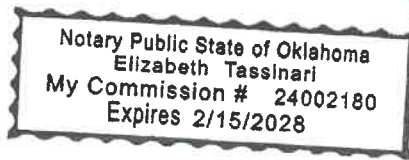
COUNTY OF Oklahoma ) ss:

The foregoing instrument was acknowledge before me this 26<sup>th</sup> day of June, 2024, by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Paving a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 26<sup>th</sup> day of June, 2024

My Commission Expires:

Feb. 15, 2028



Elizabeth Tassinari  
Notary Public

Maintenance Bond No. MB-2425-2

Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_(Name and Title) of \_\_\_\_\_,  
a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_(Name and Title) \_\_\_\_\_ (partner/agent)  
on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024.

Christobeth Luckala  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



**PERFORMANCE BOND** 5601125

Know all men by these presents, that Ellsworth Construction OKC, LLC dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company Corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million One Hundred Ninety One Thousand Two Hundred Fifty and 50/100 DOLLARS, (\$ 1,191,250.50), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

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

**BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2425-2) with THE CITY OF NORMAN, dated this            day of           , 20   for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

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

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

IN WITNESS WHEREOF, the 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), and the 26th day of June, 2024 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of June 26th, 2024.

Performance Bond No. B-2425-3  
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Shelby Mees

(Corporate Secretary (where applicable))



(Corporate Seal) (where applicable)

ATTEST:

Cynthia M



Principal Ellsworth Construction OKC, LLC dba A-Tech Paving

Signed: Tim Lunday  
Authorized Representative

Title: President

Address: 500 N Vickie Dr  
Oklahoma City, OK 73117

Telephone: 405-418-4741

Surety: Great American Insurance Company

Signed: Dayna Harjo  
Authorized Representative

Printed: Dayna Harjo  
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

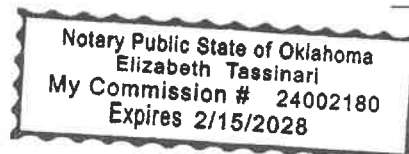
### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 26<sup>th</sup> day of June, 2024, by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC LLC, a(n) corporation, on behalf of the DBA A-Tech corporation.

WITNESS my hand and seal this 26<sup>th</sup> day of June, 2024.

My Commission Expires:  
Feb. 15, 2028



Elizabeth Tassinari  
Notary Public

Performance Bond No. B-2425-3  
Page 2 of 3

### **INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

### **PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
(partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

### **CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Performance Bond No. B-2425-3  
Page 3 of 3

STATUTORY BOND 5601125

Know all men by these presents that Ellsworth Construction OKC, LLC dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Million One Hundred Ninety One Thousand Two Hundred Fifty and 50/100 DOLLARS (\$ 1,191,250.50), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

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

**BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2425-2) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, 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 the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, 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 SURETIES, or any of them, from the obligation of this Bond.

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

IN WITNESS WHEREOF, the 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 26 day of June, 2024, and the 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 26<sup>th</sup> day of June, 2024.

(Corporate Seal) (where applicable)

ATTEST

Shelly Peers  
Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal  
Signed: Jim Tuley

Title: President

Address: 500 N VICKIE DR  
OKLAHOMA CITY, OK 73117  
Telephone: 405-418-4741

Statutory Bond No. B-2425-4  
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:



Surety: Great American Insurance Company

Signed: [Signature]  
Authorized Representative

Printed: Dayna Harjo  
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

**CORPORATE ACKNOWLEDGEMENT**

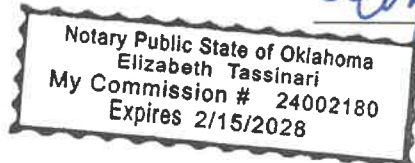
STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 26<sup>th</sup> day of June, 2024 by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Paving a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 26<sup>th</sup> day of June, 2024

My Commission Expires:

Feb. 15, 2028



Elizabeth Tassinari  
Notary Public

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Statutory Bond No. B-2425-4  
Page 2 of 3

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
(partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024.

Disabeth Iluchala  
City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FIVE

No. 0 21862

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain	All of	All
Dayna Harjo	Tulsa, Oklahoma	\$100,000,000
Cindi L. Smith		
William C. Taylor		
Samuel G. Smith		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of June 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

*Step L C. B.*

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 17th day of June, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

24th

day of

June

2024



Assistant Secretary

*Step L C. B.*

