

CITY OF NORMAN
MAINTENANCE BOND

5329815

Know all men by these presents that Ellsworth Construction OKC, LLC
and Great American Insurance Company DbA A-Tech Paving, as Principal,
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 DOLLARS (\$), 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 1 DOLLARS(\$),
such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a
period of one year thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally.

One Hundred Fifty Four Thousand Three Hundred Twelve and 85/100 Dollars (\$154,312.85)

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

BID 2324-41 FYE 2024 CLASSEN BOULEVARD SIDEWALKS PROJECT

has entered into a written CONTRACT (K-2324-131) 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 two (2) 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-2324-50

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 6th day of March, 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 6th day of March, 2024.

(Corporate Seal) (where applicable)

ATTEST:

Ghaff Jassinoi

Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC Dba A-Tech Paving

Principal

Signed: Tim Lunday

Authorized Representative

Title: President

Address: 500 N Vickie Dr Oklahoma City, OK 73117

Telephone: 405-418-4741

(Corporate Seal) (where applicable)

ATTEST:

Dayna Harjo



Surety: Great American Insurance Company

Signed: Dayna Harjo

Authorized Representative

Printed: Dayna Harjo

Authorized Representative

Title: Attorney-in-fact

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

Telephone: 918-970-4860

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)

COUNTY OF Oklahoma) ss:

The foregoing instrument was acknowledge before me this 6th day of March, 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 6th day of March, 2024

Rachel Cox

Notary Public

My Commission Expires:

December 8, 2024



RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

Maintenance Bond No. MB-2324-50

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 15 day of March, 2024

Chasethy Elchale
City Attorney

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

ATTEST:

City Clerk

Mayor