

**CONTRACT**  
**Project # PM-0312**  
**Residential, Local and Collector Street Resurfacing**

**THIS CONTRACT** by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency", and Ellsworth Construction OKC dba A-Tech Paving, hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars (\$ 7,500,000)

**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 Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor's bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of 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 City Engineer or designee such detailed information as requested.

Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public

Agency, it shall be the duty of the City Engineer or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor 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 and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written.

**ATTEST:**

Rachael Cox  
(Secretary-Witness)

**Contractor:**

By: Tim Lunday Tim Lunday  
As: President

**REVIEWED** for form and legality.

Craig Keith  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 10TH day of SEPTEMBER, 20 24.

**ATTEST:**

Amy K. Simpson  
City Clerk



**The City of Oklahoma City**

David Holt

**PERFORMANCE BOND** 5601132  
**Project # PM-0312**

**Residential, Local and Collector Street Resurfacing**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Ellsworth Construction OKC dba A-Tech Paving, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars (\$ 7,500,000), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and The City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Awarding Public Agency and The City of Oklahoma City harmless from all suits and claims of infringement or alleged infringement of patent

rights or processes, then this obligation shall be 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 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 Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

**ATTEST:**

Rachel Cox  
(Secretary - Witness)

**Contractor:**

Ellsworth Construction OKC dba A-Tech Paving

By: Tim Lunday Tim Lunday

President

As: \_\_\_\_\_

**ATTEST:**

[Signature]  
(Secretary - Witness)

**Surety:** Great American Insurance Company

By: Dayna Harris  
As: Attorney-in-Fact Dayna Harris

**REVIEWED** for form and legality

Craig Keith  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 10TH day of SEPTEMBER, 20 24.

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt

**STATUTORY BOND**

**Project # PM-0312** 5601132

**Residential, Local and Collector Street Resurfacing**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Ellsworth Construction OKC dba A-Tech Paving, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars (\$ 7,500,000), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors, suppliers and materialmen on this Project, this Bond shall become fully satisfied.

**IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD** by the parties hereto that no changes or alterations in said Contract and no deviations from the Bidding Documents and the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.

**ATTEST:**

Rachel Cox  
(Secretary-Witness)

**Contractor:**

Ellsworth Construction OKC dba A-Tech Paving

By: Tim Lunday Tim Lunday

As: President

**ATTEST:**

[Signature]  
(Secretary-Witness)

**Surety:** Great American Insurance Company

By: [Signature]  
As: Attorney-in-Fact Dayna H. [Signature]

**REVIEWED** for form and legality

Craig Keith  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 10TH day of SEPTEMBER, 20 24.

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt

**MAINTENANCE BOND**

5601132

**Project # PM-0312**

**Residential, Local and Collector Street Resurfacing**

**KNOW ALL MEN BY THESE PRESENTS:**

That we Ellsworth Construction OKC dba A-Tech Paving, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars (\$ 7,500,000), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of Two (2) years from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of Two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this

Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may require.

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 Surety or the Contractor, or either of them, from the obligations of this Bond.

**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

**ATTEST:**

Rachel Cox  
(Secretary-Witness)

**Contractor:**

Ellsworth Construction OKC dba A-Tech Paving

By: Tim Lunday Tim Lunday  
As: President

**ATTEST:**

Dayna Harjo  
(Secretary-Witness)

**Surety:** Great American Insurance Company

By: Dayna Harjo  
As: Attorney-in-Fact Dayna Harjo

**REVIEWED** for form and legality

Craig Keith  
Assistant Municipal Counselor

**APPROVED** by The City of Oklahoma City this 10TH day of SEPTEMBER, 20 24.

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt



# 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



*Atty L C. B.*

Assistant Secretary

*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

21st

day of

August

2024



*Atty L C. B.*

Assistant Secretary

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/20/2024

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 have **ADDITIONAL INSURED** provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>Lic # 0G11911</b> <b>7535 Irvine Center Dr. Suite 250</b> <b>Irvine, CA 92618</b>		<b>CONTACT NAME:</b> <b>Joyce Coe</b> <b>PHONE (A/C, No, Ext):</b> <b>949-668-1825</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>joyce.coe@usi.com</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A : Arch Insurance Company</b>	<b>11150</b>
		<b>INSURER B : AGCS Marine Insurance Company</b>	<b>22837</b>
		<b>INSURER C : Ironshore Specialty Insurance Co</b>	<b>25445</b>
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD/Ded:\$10,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>71PKG1990701</b>	<b>04/01/2024</b>	<b>04/01/2025</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$1,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> <b>\$2,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>71PKG1990701</b>	<b>04/01/2024</b>	<b>04/01/2025</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$0</b>			<b>71UFP1990701</b>	<b>04/01/2024</b>	<b>04/01/2025</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>71WC11990701</b>	<b>04/01/2024</b>	<b>04/01/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>B</b>	<b>Rent/Lease Equip</b>			<b>MZI93090659</b>	<b>04/01/2024</b>	<b>04/01/2025</b>	<b>\$750,000</b>
<b>C</b>	<b>Pollution</b>			<b>ICELLUWOO157962</b>	<b>04/01/2024</b>	<b>04/01/2025</b>	<b>\$3,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Project PM-0312 Residential, Local and Collector Street Resurfacing - Notification of Intent to Award Contract**

Certificate Holder is included as Additional Insured as respects General Liability and Auto Liability as required by written contract. 30 days notice of cancellation except 10 days notice for non-payment of premium.

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  <b>The City of Oklahoma City and its beneficiary Trusts</b> <b>420 W. Main St., Suite 700</b> <b>Oklahoma City, OK 73102</b>	<b>CANCELLATION</b>  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  
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**THE CITY OF OKLAHOMA CITY**  
**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance under the Contract, the Contractor agrees as follows:

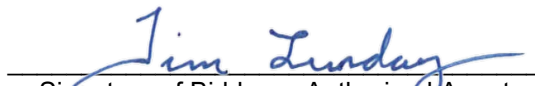
- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

***This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.***

Ellsworth Construction OKC dba A-Tech Paving

Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Bidder

  
Signature of Bidder or Authorized Agent

Tim Lunday, President

Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41,  
as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the  
Construction of Public Improvements* or otherwise in the Bidding Documents.