

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ Next _____ AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: ENGINEERING REQUESTED BY: STACEY TRUMBO

REQUISITION NO.: _____ YES _____ N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: _____ YES _____ X _____ N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: _____ 2 _____

AGENDA ITEM READS AS FOLLOWS:

Discussion and possible action for approval of Construction Contract between K & M Dirt Services, LLC, and Oklahoma County for Project No. E-2008-D, Demolition and Removal of Properties; Crutchko Park Acquisition Project, Phase III, not to exceed \$51,928.00. Requisition No. * has been issued to K & M Dirt Services, LLC in the amount of \$51,928.00 from *. This item is requested by Stacey Trumbo PE, County Engineer, and has been approved as to form and legality by John Jacobsen, Assistant District Attorney.

Receive Performance and Payment Bond in the amount of \$51,928.00 signed by K & M Dirt Services, LLC as Principal and The Ohio Casualty Insurance Company as Surety for Oklahoma County Project No. E-2008-D, Demolition and Removal of Properties; Crutchko Park Acquisition Project, Phase III. This item is requested by Stacey Trumbo PE, County Engineer.

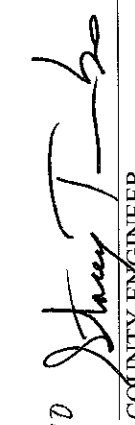
APPROVED BY DA
(If Applicable)



3/26/2010
Stacey Trumbo

ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)



COUNTY ENGINEER

APPROVED BY PURCHASING
(If Applicable)



PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: _____ YES _____ X _____ N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: _____ YES _____ X _____ N/A

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____ CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 3/23/10
COUNTY DEPARTMENT MAKING REQUEST: Engineering

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:
Crutcho Demolition Contract
Phase III

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

[Signature]
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 3/26/2010

REPLY BY DISTRICT ATTORNEY:
Received

RECEIVED

MAR 26 2010

CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRAEFER
DISTRICT ATTORNEY

By:

PENDING APPROVAL

CONSTRUCTION CONTRACT

This Agreement made between **K&M Dirt Services, LLC, PO Box 891920, Oklahoma City, OK 73189**, hereinafter referred to as contractor, and the Board of County Commissioners of Oklahoma County, Oklahoma, hereinafter referred to as County.

WITNESSETH:

Contractor and County, for the consideration set forth herein, agree as follows:

I. CONSIDERATION: That Contractor is the lowest and most responsible bidder for:

Oklahoma County Project No. E-2008-D
Demolition and Removal of Properties;
Crutcho Park Acquisition Project, Phase III
as listed in Attachment "A"

for the total bid price as accepted of not to exceed **Fifty One Thousand Nine Hundred Twenty Eight Dollars (\$51,928.00)** subject to additions and deletions as provided in the Contract Documents.

II. DESCRIPTION OF WORK: Contractor shall for the above consideration perform the specified work at Crutcho Park, Oklahoma City, Oklahoma County, Oklahoma. The following are designated Contract Documents and made a part of this contract by reference as if attached hereto or written in detail herein:

Oklahoma County Solicitation (Bid No.11002574)
Bid Specifications
Amendment No. 1 Dated January 12, 2010
Proposal Form Signed by K&M Dirt Services LLC

III. CONTRACT TIME: There will be work orders with different start dates issued through out the duration of this contract. The Contractor shall begin all work not later than **Seven (7) calendar days** from each Notice To Proceed and the Contractor shall have three (3) calendar days to complete the work required. In unique instances, the County may grant extensions to that time.

IV. SCOPE OF WORK: Contractor shall furnish, except as otherwise provided, at his own cost and expense, all labor and services and material for the completion of the work proposed to be done under this contract. Contractor will complete the same in a thorough, workmanlike, and substantial manner in every respect to the satisfaction and approval of an authorized representative of the County, within the time specified herein and in strict accordance with the instructions and information contained in the notice to bidders, instructions to bidders, form or bid or proposal, this contract, any performance or other surety bond, and the drawings and specifications.

V. LIABILITY FOR DAMAGES: County, its officers, agents, or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part thereof; to any materials, building, equipment, or other property that may be used or employed therein, or placed on the work site during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify County, its officers, agents and employees, against all such injuries, damages, and compensation arising or resulting from causes other than County's neglect, or that of its officers, agents, or employees.

VI. INSPECTION OF WORK AND MATERIALS:

A. The County may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interest of County, materials furnished and work done as the work progresses.

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- B. County, its inspectors, agents, or representatives, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by an authorized representative of the County, inspectors or agents.
- D. Inspection of the work by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor, or to constitute Contractor an agent of County.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the County. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the County, or the laws, ordinances, or regulations of any public authority require work to be specially tested or approved, Contractor shall give the County timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.
- VII. **INSURANCE:** Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the County. Likewise, Contractor shall not allow any approved subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:
- A. Workers Compensation insurance for all of Contractor's employees engaged in work at the site of the project.
- B. Comprehensive public liability and property damage insurance insuring the County against any liability, including but not limited to personal injury, accidental death, property damage arising out of the performance of this contract in at least an amount sufficient to satisfy any claims under the Oklahoma Governmental Tort Claims Act, 51 O.S., Secs. 151-171. The insurance policy must contain provisions that Oklahoma County be notified if the insurance carrier intends to cancel or not renew the policy.
- VIII. **BONDS:** The Contractor is required to have three bonds for Contracts exceeding Fifty Thousand Dollars (\$50,000.00) naming Oklahoma County as the insured;
1. Performance Bond for 100% of the value of the Contract to insure completion of the Work.
 2. Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.
- IX. **COMPLIANCE WITH LAWS:** Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify County, its officers, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations.
- X. **TERMINATION:**

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A. If Contractor (1) is adjudged as bankrupt, (2) makes a general assignment for the benefit of his creditors, (3) has a receiver appointed on account of his insolvency, or (4) persistently or repeatedly refuses or fails, in cases for which extension of time in writing is provided, to supply enough properly skilled workmen or proper materials, fails to make prompt payment for materials or labor, persistently disregards laws, ordinances, or instructions of the County, ceases operations under the contract at any time or otherwise is guilty of a substantial violation of any provision of the contract, then Oklahoma County, upon certification of the County that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving Contractor and his surety written notice, terminate the employment of contractor, take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional material and administrative services, such excess shall be paid to Contractor. If such expense exceeds the unpaid balance, Contractor shall pay the difference to County. The expenses incurred by County, as herein provided, and the damage incurred through Contractor's default shall be certified by the County.

XI. ACCEPTANCE OF WORK: No act of County, or of any representative of either, in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the County. Before any final certificate will be allowed, Contractor will be required to swear to and sign a statement of all claims on account of work done and materials furnished under this contract and that all claims for materials provided or labor performed have been paid and set aside in full. No waiver of any breach of this contract by County or any acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

XII. COMPENSATION: County shall pay and Contractor shall receive the prices stipulated in the proposal, which is incorporated and made a part of this contract, as full compensation for everything furnished and done by Contractor under this contract, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuance of the work; and for well and faithfully completing the work as herein provided.

XIII. PROGRESS AND FINAL PAYMENTS: Partial payments may be made to Contractor for material on hand and work performed at Contractor's request but in any event not more often than monthly.

A. On final completion of the work and settlement of all claims, owner shall pay Contractor the remainder of the contract price. Provided, there shall be retained from such final payment, or from any payments due contractor under this contract, all amounts that may be expended by County for work done or materials furnished in carrying out any of the work done under this contract that Contractor has failed to do to the satisfaction of the County; all amounts that may be necessary to pay for labor, tools, plant, and materials engaged and used in the work and for which Contractor has failed to pay; all sums that County is entitled to retain as liquidated damages in case the contract is not completed within the time specified; and all other sums that, by the terms of the contract or any laws of the State of Oklahoma, County is or may be authorized to reserve and retain.

B. Acceptance by Contractor of the final estimate and the final payment by County to Contractor shall be a release of County from all claims and liabilities to Contractor for anything done or furnished for or relating to the work, or for any act, neglect, fault, or default of County or of any person relating to or affecting the work.

C. Up to ten percent (10%) of all partial payments made shall be withheld as retainage. At any time the Contractor has completed in excess of fifty percent (50%) of the total

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Contract amount, the retainage shall be reduced to five percent (5%) of the amount earned to date if the Owner or Owner's duly authorized representative has determined that satisfactory progress is being made, and upon approval by the surety. If satisfactory progress is not maintained, the retainage may be increased back to ten percent (10%) of the total Contract amount.

- XIV. **INCORPORATION OF PROVISIONS REQUIRED BY LAW:** Each provision and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the contract shall be amended to make such insertion on application of either party.
- XV. **MODIFICATIONS:** County may modify this contract with respect to the arrangement, character, alignment, grade, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the County and approved by the Board of County Commissioners of Oklahoma County. Any such modifications shall not subject contractor to increased expense without equitable compensation which compensation shall be determined by the County and Board of County Commissioners of Oklahoma County. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. Such deductions shall be determined by the County. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent thereof has first been certified by the County in writing and sent to Contractor.
- XVI. **COMPLETENESS OF CONTRACT:** The written terms and provisions of this contract shall supersede all prior verbal statements of any officer or other representative of County, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this contract or the contract documents. The Notice to Bidders published in "The Journal Record" September 29, 2008, the instructions to bidders, the special and general provision of specifications and the Contractor proposal or bid, each of said instruments on file in the Oklahoma County Clerk's Office, are hereby referred to and by reference thereto are made a part of this contract.
- XVII. **TAXES:** This project, according to Title 68 O.S. § 1356, and Oklahoma Tax Commission Rules 65-19-056 and 710:65-07-013 is exempt from Sales Tax. The Contractor shall provide a list of Subcontractors and Sub-subcontractors for the Board of County Commissioners approval at a public meeting to approve tax exempt status. Tax exempt status will be in effect for this project only and a termination date shall be specified by letter to Contractor and each Subcontractor. Title 68, Section 1356(I) of the Oklahoma Statutes specifies that any person making purchases on behalf of the County must certify in writing, on the copy of the invoice or sales ticket to be retained by said purchaser that the purchases are made on behalf of Oklahoma County.
- XVIII. **OWNER IS A SUBDIVISION OF THE STATE OF OKLAHOMA:** It is expressly understood that the Owner under this agreement is a subdivision of the State of Oklahoma and consequently may only contract within the limitations provided by Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of this Article shall control any other provision of this Agreement.
- Contractor shall not perform any Work contemplated within the meaning of "the Work" described in the Contract Documents herein, until the Contractor receives a Purchase Order from the Owner showing that the full amount of the obligation created pursuant to this Agreement for the Project has been encumbered within an unencumbered amount previously appropriated for such purpose within the budget of the Owner for the Owner's Fiscal year. For the purpose of this agreement it is understood and agreed that the full amount of the obligation created pursuant to this Agreement is no more than **Fifty One Thousand Nine Hundred Twenty Eight Dollars (\$51,928.00)**. In the event that a Change Order is approved pursuant to terms of this agreement, and the terms of said Change Order require

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payment of any sum in addition to the sum immediately aforesaid, Contractor shall not perform any Work contemplated within the scope of said Change Order until Contractor receives a Purchase Order from Owner showing that the full amount of the obligation created pursuant to said Change Order has been encumbered within an unencumbered amount previously appropriated for such purpose in the budget of the Owner for the Owner's Fiscal year within which the Change Order is approved.

CONTRACTOR:
K&M Wrecking Services, LLC - K&M DIET SERVICES, LLC
PO Box 891920
Oklahoma City, OK 73189
405-691-5100

Kathy S Mason
Contractor

KATHY MASON, VICE PRES.
(Printed Name and Title)

Signed before me this 23rd day March of, 2010.

Paula Proutman
Notary Public
My Comm. expires April 30, 2013
Comm # 09003780

APPROVED:

Stacey T. [Signature]
Stacey Trumbdo, P.E.
County Engineer

APPROVED as to legality this 26th day of March, 2010.

[Signature]
Assistant District Attorney

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2010.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

ATTEST:

	Chairman
	Member
	Member

Carolynn Caudill, County Clerk

PROPOSAL FORM

CRUTCHO PARK ACQUISITION PROJECT
E-2008-D

TO THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, STATE OF OKLAHOMA.

GENTLEMEN:

The undersigned, as the bidder, declares that before preparing his bid he read carefully the Requirements for Bidders, the general and detailed plans and specifications, examined the site of the proposed project, examined the form of the contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete contract to be entered into and bonds to be executed. Said bidder proposes and agrees that if his proposal is accepted, he will enter into a contract with the Board of County Commissioners of Oklahoma County, within seven (7) days after acceptance of his bid.

BID SUMMARY

The following are **potential** properties for acquisition and demolition. NESHAP environmental work will be performed on each parcel, by others, and at the expense of the county, prior to issuance of work orders. This work has not yet been performed, and results are not known at this time. Consideration of possible findings should be given when submitting a bid. Proof of asbestos removal certification must be provided with this bid.

Property Address	Lump Sum cost per specifications
1.1805 Boyd	\$ 2,948.00
2.1808 Boyd	\$ 2,673.00
3.1809 Boyd	\$ 4,054.00
4.1812 Boyd	\$ 3,349.00
5.1813 Boyd	\$ 3,347.00
6.1900 Boyd	\$ 2,152.00
7.1908 Boyd	\$ 2,829.00
8.1909 Boyd	\$ 2,152.00
9.1912 Boyd	\$ 2,678.00
10.1913 Boyd	\$ 3,492.00
11.1921 Boyd	\$ 2,100.00

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Property Address	Lump Sum cost per specifications
12. 2005 Boyd	\$ <u>3,614.00</u>
13. 2009 Boyd	\$ <u>3,924.00</u>
14. 2100 Boyd	\$ <u>3,787.00</u>
15. 2104 Boyd	\$ <u>3,210.00</u>
16. 2105 Boyd	\$ <u>2,887.00</u>
17. 2100 Godlin	\$ <u>2,732.00</u>

Total Bid (Contract Items)
Dollars (\$ 51,928.00) in the event every property listed is acquired.

Asbestos Abatement	Per Sq. Ft.
Ceiling/Wall Texture	\$ <u>10.50</u>
Piping Insulation	\$ <u>10.50</u>
Transite Siding	\$ <u>2.00</u>

We agree to commence work within seven (7) days after the date of Notice to Proceed and to complete the same within three (3) calendar days after commencement of notification of which properties are ready.

We herewith enclose bidder's bond, certified or cashier's check, made payable to the Board of County Commissioners, in the amount of \$ 2,596.40 (5% of Bid Price) if required by law (61 O.S. 1998 Supp., Sec. 1 et seq.).

If Partnership, give name and address of each member.

Contractor


Signature

Duane Allen/Estimator
Printed Name and Title

Address _____

Phone: _____

E-Mail: _____

Incorporated under the laws of OKLAHOMA

AIA Document A312

Performance Bond

5073861

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

K & M Dirt Services LLC
P O Box 891920
Oklahoma City OK 73189

SURETY (Name and Principal Place of Business)

The Ohio Casualty Insurance Company
136 North Third Street
Hamilton, Ohio 45025

OWNER (Name and Address):

Board of County Commissioners of Oklahoma County
320 Robert S Kerr Avenue, Suite 117
Oklahoma City OK 73102

CONSTRUCTION CONTRACT

Date: March 22, 2010
Amount: \$ 51,928.00
Description (Name and Location):
Oklahoma County Project # E-2008-D: Demolition and removal of properties; Crutcho Park Acquisition Project Phase III,
Oklahoma County, Oklahoma

BOND

Date (Not earlier than Construction Contract Date): March 22, 2010
Amount: \$ 51,928.00
Modifications to this Bond:

None See Page 3

CONTRACTOR AS PRINCIPAL
Company: K & M Dirt Services LLC

SURETY The Ohio Casualty Insurance Company

Signature: *Steve Mason*
Name and Title: Steve Mason
President

Signature: *Debbie A. Morris*
Name and Title: Debbie A. Morris
Attorney in Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or Other:)

C. L. FRATES AND COMPANY

P O Box 26967
Oklahoma City Oklahoma 73126
405-290-5600

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- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
 - 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in subparagraph 3.1.
 - 3 If there is no Owner default, The Surety's obligation under this bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in paragraph 10 below that the Owner is considering declaring a Contractor default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
 - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the Contract. Such Contractor default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
 - 4 When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the owner for a contract for performance and completion of the construction contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and
- payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph 6 in excess of the balance of the contract price incurred by the owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practical after the amount is determined, tender payment therefore to the Owner; or
 2. deny liability in whole or in part and notify the Owner citing reasons therefore.
 - 5 If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the Owner to the Surety demanding that the surety perform its obligations under this bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the owner.
 - 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under subparagraph 4.1, 4.2 or 4.3 above, then responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the balance of the contract price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failing to act of the Surety under paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 EDITION AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006 A312-
THIRD PRINTING MARCH 1987

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7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the balance of the contract price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in which the work or part of the work is located and shall be instituted within two years after Contractor default or within two years after the contractor ceased working or within two years after the surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the

construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

12 DEFINITIONS

12.1 The Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all contract documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied or waived, to perform or to otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied or waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Corporate Seal

Corporate Seal

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 EDITION AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006 A312-
THIRD PRINTING MARCH 1987

AIA Document A312

Payment Bond

5073861

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

K & M Dirt Services LLC
P O Box 891920
Oklahoma City OK 73189

SURETY (Name and Principal Place of Business)

The Ohio Casualty Insurance Company
136 North Third Street
Hamilton, Ohio 45025

OWNER (Name and Address):

Board of County Commissioners of Oklahoma County
320 Robert S Kerr Avenue, Suite 117
Oklahoma City OK 73102

CONSTRUCTION CONTRACT

Date: March 22, 2010
Amount: \$ 51,928.00

Description (Name and Location):

Oklahoma County Project # E-2008-D: Demolition and removal of properties; Crutchko Park Acquisition Project Phase III, Oklahoma County, Oklahoma

BOND

Date (Not earlier than Construction Contract Date): March 22, 2010
Amount: \$ 51,928.00
Modifications to this Bond: None See Page 6

CONTRACTOR AS PRINCIPAL
Company: K & M Dirt Services LLC

SURETY The Ohio Casualty Insurance Company

Corporate Seal

Corporate Seal

Signature: Steve Mason
Name and Title: Steve Mason
President

Signature: Debbie A. Morris
Name and Title: Debbie A. Morris
Attorney in Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or Other):

C. L. FRATES AND COMPANY

P O Box 26967

Oklahoma City Oklahoma

73126

405-290-5600

PENDING APPROVAL

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens and suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner default.
- 3 With respect to claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 - 4 The Surety shall have no obligation to claimants under this bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- 3 Not having been paid within the above 30 days, have sent a notice to the Surety, (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
 - 6 When the claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 - 7 The Surety's total obligation shall not exceed the amount of this bond, and the amount of this bond shall be credited for any payments made in good faith by the Surety.
 - 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the owner's priority to use the funds for completion of the work.
 - 9 The Surety shall not be liable to the Owner, claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise to have obligations to claimants under this Bond.
 - 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 - 11 No suit or action shall be commenced by a claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located

AIA DOCUMENT A312 PERFORMANCE BOND AND PAYMENT BOND DECEMBER 1984 EDITION AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006 A312-THIRD PRINTING MARCH 1987

PENDING APPROVAL

or after the expiration of one year from the date (1) on which the claimant gave the notice required by subparagraph 4.1 or clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by the Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for signatures of added parties, other than those appearing on the signature page.)
CONTRACTOR AS PRINCIPAL
SURETY

Company: K & M Dirt Services LLC

Corporate Seal

Signature: _____

Name and Title: _____

Signature: _____

Name and Title: _____

Corporate Seal

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15

DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, material and equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all contract documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied or waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

RIDER AMENDING PAYMENT BOND

This rider is to be attached to and form a part of surety bond number 5073861, dated the 22nd day of March, 2010 executed by The Ohio Casualty Insurance Company, as surety (the "Surety"), a corporation, organized and existing under the laws of the State of Ohio on behalf of K & M Dirt Services LLC, as Principal (the "Principal"), in favor of Board of County Commissioners of Oklahoma County as Obligee (the "Obligee").

WHEREAS, the Principal has by written agreement dated the 22nd day of March, 2010, entered into a contract (the "Contract") with the Obligee for: Oklahoma County Project # E-2008-D: Demolition and removal of

WHEREAS, upon the request of the Principal and Obligee, the attached bond is hereby amended as follows:

- 1. Paragraphs 4.1 and 4.2.3 are amended by adding at the end of each paragraph ".....and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."
- 2. Paragraph 5 is replaced with the following:
If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance.
- 3. Paragraph 6 is replaced with the following:

When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such claimant.

This change is effective as of the effective date of the Bond to which it is attached.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 22nd day of March, 2010.

K & M Dirt Services LLC
(Principal)

By: [Signature] (Seal)
Title: President

Date: March 22, 2010

The Ohio Casualty Insurance Company
(Surety)

By: [Signature] (Seal)
Title: Attorney-In-fact
Date: March 22, 2010

PENDING APPROVAL

Principal: K & M Dirt Services LLC

POWER OF ATTORNEY

POA Number: 43-021

THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

Obligee: Board of County Commissioners of Oklahoma
County

Bond Number: 5073861

Know All Men by These Presents: THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: Rodman A. Frates, Steven L. Payne, Keith Shideler, Dora Lee Sullins, Debbie A. Morris or Frank K. Smith of Oklahoma City, Oklahoma its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIFTEEN MILLION (\$15,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 30th day of November, 2009



J. Timothy D'Errico Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 30th day of November, 2009 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came J. Timothy D'Errico, Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Notary Public in and for County of Butler, State of Ohio
My Commission expires August 17, 2013

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. **Appointment of Attorneys-in-Fact.** The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-Laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings 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. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 22nd day of March 2010



Mark E. Schmidt Assistant Secretary

PENDING APPROVAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2010

PRODUCER (405)321-2727 FAX: (405)321-3074
The Insurance Center Agency, Inc.
709 Wall Street

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Norman INSURED	OK 73069-6303	INSURERS AFFORDING COVERAGE	NAIC #
K & M Dirt Services, LLC dba K & M Wrecking Mason Operating, LLC		INSURER A. Covington Specialty Ins Co	
P O Box 891920 Oklahoma City	OK 73189-1920	INSURER B. National Casualty Ins Co	
		INSURER C. Axis Surplus Insurance Co	
		INSURER D. CompSource Oklahoma	
		INSURER E. Mid-Continent Group	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY		7/28/2009	7/28/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 100,000
	<input type="checkbox"/> CLAIMS MADE	<input checked="" type="checkbox"/> OCCUR			VHA106984		\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY SUBJECT	LOC			\$ 2,000,000		
B	AUTOMOBILE LIABILITY		7/28/2009	7/28/2010	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				CA00225231		\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> HIRED AUTOS				\$		
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$		
C	GARAGE LIABILITY		7/28/2009	7/28/2010	AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO						\$
	EXCESS / UMBRELLA LIABILITY						\$ 2,000,000
	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS MADE					\$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		7/28/2009	7/28/2010	EACH OCCURRENCE	\$	
	<input checked="" type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION	\$ 10,000					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				EN0719251/01/2009		\$
E	OTHER Rented/Leased Equipment		7/27/2009	8/1/2010	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							\$ 1,000,000
							\$ 1,000,000
							\$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Board of County Commissioners
of Oklahoma County
320 Robert S Kerr, Suite 117
Oklahoma City, OK 73102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John Gipson/ADM

ACORD 25 (2009/01)
INS025 (200901)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.