
TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: January 29, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Agreement- Automated Building Systems – Tulsa, Inc.

Submitted for your approval and execution is the attached Agreement between the Board of County Commissioners on behalf of the Tulsa County Sheriff's Office and Automated Building Systems- Tulsa, Inc. for David L. Moss controls system upgrade.

Respectfully submitted for your approval and execution.

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the February 4, 2019 agenda.



Tulsa County Contract for Project Performance

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Tulsa County, Oklahoma, a political subdivision of the State of Oklahoma, and hereinafter referred to as "County", and

Automated Building Systems - Tulsa, Inc.

Hereinafter called "Contractor". WITNESSETH:

That for and in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Recitals. The County has heretofore called for bids for the

David L. Moss Controls System Upgrade

hereinafter called the "Project", same to be in accordance with the plans and specifications therefore prepared by

Allied Engineering Group, LLC

hereinafter referred to as "Engineer", which plans and specifications are on file in the office of the County Clerk at the Tulsa County Courthouse and are further identified as all the contract documents, blueprints, drawings and any addenda thereto and are hereby made a part hereof; all of which instruments shall be hereinafter referred to as "plans and specifications", which shall mean the plans, specifications, drawings, general conditions and any and all other instruments prepared and filed with the County Clerk in connection with this project. Notice to Bidders dated November 5, 2018, wherein the County called for bids as aforesaid, was published in the Tulsa World on November 8, 2018 and November 15, 2018,

as appears more fully in the affidavit of the publisher, BH Media Group, a corporation, said affidavit being on file in the office of the County Clerk of Tulsa County Courthouse. Pursuant to advertisement for bids, the sealed bid proposal of Contractor was duly received and publicly opened on the date and at the time prescribed in the Notice to Bidders, in the County Commission Room, Tulsa County Courthouse, and bidder names read aloud as were all other bids duly received. The bid of Contractor is now on file in the County Clerk and is incorporated herein and made a part hereof by reference, as fully as if copied at length herein. By order and direction of the Board of County Commissioners of Tulsa County, Oklahoma, all bids received for this project were filed and examined to determine the lowest responsible bid therefore. Thereafter, on January 7, 2019, at a regular meeting of the Board of County Commissioners of Tulsa County, Oklahoma, the Contractor's bid was accepted as the lowest responsible bid for said construction. Contractor admits that he has visited the site of the project and that the plans and specifications are sufficient to accomplish their intended purposes, to which Contractor does agree and warrant. This contract, together with the plans and specifications, general conditions, Contractor's bid and any other documents hereinafter identified, constitutes the entire agreement between the parties hereto.

2. Bonds, Insurance and Indemnity. Contractor's performance bond, statutory defect bond, payment bond, and all insurance policies, shall be submitted to the County for approval by the District Attorney concurrently with the submission of this agreement. This contract shall be of no force or effect until all such bonds, insurance policies and/or insurance certificates required herein and in the contract documents are submitted to the District Attorney's office and there approved as to form and content and placed on file in the office of the County Clerk of Tulsa County. Upon approval of the bonds,

insurance policies, and/or insurance certificates required herein and the contracts due execution and filing, the Contractor's bid bond shall be released.

Contractor shall submit all bonds, insurance policies and/or insurance certificates required in the plans and specifications and in the general conditions and contract documents, and shall do no work on this project until the same have been approved by the County. The Contractor shall purchase and maintain property insurance, if required, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the County, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

Contractor shall at all times save and hold the County harmless from any damage, loss or expense due to the performance of this contract and/or Contractor's operation hereunder. It is further understood and agreed that if any part of Contractor's work depends upon the work of any other contractor, firm, or person, other than one of the Contractor's sub-contractors, Contractor shall inspect and promptly report to County and/or Engineer any and all defects of such work as would render it unsuitable for proper performance under this contract. The term "Work" shall mean labor and materials and/or the furnishing and performance thereof. Failure by Contractor to inspect and report any such deficiency by any contractor other than one of his sub-contractors as not being fit, adequate and proper work for the reception of the work to be done by Contractor shall not excuse Contractor from timely, due and proper performance of his work under this contract, and this clause shall not be construed or interpreted as relieving the Contractor of any and/or the primary responsibility hereunder to report such deficiency.

Due and proper performance under this contract shall mean that all work shall be performed in a good and first-class, workmanlike manner, and the requirement of due performance of this contract in a good and workmanlike manner shall extend to and encompass any and all work done under this contract by the Contractor and/or any of his sub-contractors.

3. Scope of Work. The work to be done and performed by the Contractor is that contained in the basic bid proposal in which Contractor has agreed to do such work for the sum of

Four hundred forty-eight thousand and five hundred dollars and 00 cents (\$448,500.00)

In consideration of the payment thereof, Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, and supplies, all necessary tools and equipment required to commence, perform and complete this project in strict accordance with the plans and specifications.

4. Construction. It is understood and agreed that Contractor shall, within ten (10) days after receipt of a work order, commence the performance of this contract, and shall thereafter diligently prosecute such performance until completion of same. In any event, Contractor shall complete construction and performance of this contract within

three-hundred sixty-five (365) calendar days

,in accordance with the bid proposal of Contractor, and pursuant to the conditions stipulated in the general conditions.

Contractor shall at all times be represented at the site of the project by a competent foreman or superintendent satisfactory to Engineer. Said representative shall have authority to act for the Contractor in all respects and in all matters concerning the work and performance of this contract, and any commitment, action or representation made by said agent shall be fully binding upon Contractor as fully as if made by it. All work shall be performed in a good and first-class, workmanlike manner in strict accordance with the said plans and specifications.

5. Title. Title to all materials to be furnished by Contractor shall remain in Contractor, and Contractor shall retain all risk of loss or injury to said materials until final approval and acceptance of complete performance of this contract.

6. Alterations and Extras. It is hereby specifically noted and agreed that neither Engineer nor any other agent of the County of Tulsa has authority to vary, modify or add to the terms and conditions of the contract documents to the prejudice of the County. Contractor shall not be entitled to any claim for extras in any amount, whether performed or not, unless before the commencement thereof such extras shall have been approved and authorized in writing by the Board of County Commissioners of the County of Tulsa, and ratifications of any extras subsequent to the act shall be illegal and not binding upon County.

7. Progress Payments. The County shall make payments on account of the contract and as provided in the contract document, as follows:

In the event Contractor has duly performed this contract without delay, deviation or default, Contractor may on or about the 10th day of each calendar month following the authorized commencement and performance of this contract, obtain Engineer's certificate of estimate as to the percent of value of completion, based on labor and materials incorporated in the work, and of the materials suitably stored at the work site up to the last day of the preceding calendar month, and on the basis of daily certified and approved estimates of the work performed during the preceding month as submitted by the Contractor to the Engineer, together with the proofs of payment as required in the plans and specifications and the contract documents, and the County shall upon presentation of Engineer's certificate, including a sworn certification by the Engineer that work for which payment is claimed has been performed and that such work conforms to the plans and specifications for the project, pursuant to Sec. 23 of the Oklahoma Public Competitive Bidding Act of 1974, and upon submission of affidavits as required by Senate Bills 469 and 565 of the 1974 Oklahoma Legislature, pay to Contractor ninety percent (90%) of such estimates, less the aggregate of all previous payments made thereunder.

Requests for payment shall be submitted to Engineer on AIA document G702 accompanied by AIA document G702A or any other form acceptable to the County, listing the percentages of completion for the various items of the contract.

8. Subcontracts. A subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site. The Contractor shall submit a list of all Subcontractors proposed for the principal portions of the work within five (5) calendar days from the date hereof. Approval of all Subcontractors must be had before commencement of work, which approval shall not be withheld an unreasonable length of time. The Contractor shall not employ any Subcontractor to whom Engineer or the County may have a reasonable objection. In the event of any rejection of a proposed Subcontractor, the Contractor shall immediately submit an additional proposed Subcontractor for the work contemplated in the same manner as the original list.

9. Acceptance and Final Payment. Upon full performance hereof, and completion of the project, Contractor shall give written notice to Engineer that the work is ready for final inspection and acceptance, and shall at the same time submit evidence satisfactory to Engineer and the County that all payrolls, materials bills, sums due Subcontractors and any or all other indebtedness connected with the work has been fully paid. Engineer shall promptly make an inspection of the work and construction done. In the event any portion of the work is not in accordance with the plans and specifications or is faulty, whether such defect be latent or patent, discovered or undiscovered, before the final acceptance under this provision, Contractor shall at his expense remedy such deficiencies or defaults and correct any improper construction or workmanship as may be specified by the County, and/or its Engineer, and shall thereupon complete performance of this contract in accordance with the plans and specifications and these contract documents.

When, upon inspection, Engineer finds that the project has been fully completed and the contract fully performed, he shall promptly issue and deliver to the County and the Contractor Engineer's signed final certificate stating that the work specified in the contract has been completed and is ready for acceptance under the terms and conditions of this instrument. Such certificate shall state the entire balance found to be due to Contractor. Upon receipt of the final certificate from Engineer and the duly sworn certificate and affidavits as required in Section 7 above, and approval thereof by County, and a finding by County that said work has been completed according to the terms and conditions of the contract documents, County shall within twenty (20) days thereafter pay to Contractor the entire balance then due and payable under the terms of this contract. It is hereby specifically noted, understood and agreed that Engineer's certificates, whether for the issue of any progress payment or the final certificate for the issue of the final payment hereof, shall not of itself constitute an approval or acceptance of any faulty work or defective materials, whether latent or patent, neither shall any payments, whether progress payments or final payment by the County, constitute a waiver and/or acceptance of any defective or faulty workmanship or materials hereunder. On such final completion Contractor shall furnish to County a release of all claims and right of lien and sworn statements as required by law, and Contractor hereby acknowledges receipt of statutory notice to furnish the same before final payment shall be due under this contract. The full performance of this contract shall be subject to Contractor's full performance of all the obligations contained thereunder, together with the specific items and obligations and the full performance thereof contained in the contract documents, plans and specifications, general conditions, and addenda thereto, heretofore identified in this contract.

10. Discrimination Prohibited. The Contractor agrees, and further agrees to require of all Subcontractors, that no person in the United States shall, on the grounds of race, religion, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement or by performance thereof.

11. This contract is to be governed by and construed according to the laws of the State of Oklahoma. If it should appear that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Oklahoma, then the terms of the contract which may conflict with the laws of the State of Oklahoma shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such rule of law.

12. In the event of any conflict, inconsistency, or incongruity between the provisions of the Contract for Project Performance and any of the provisions of the plans and specifications, the provisions of this Contract for Project Performance shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed in multiple copies this

_____ day of _____, 20____.

ATTEST:

"COUNTY"
Board of County Commissioners
Tulsa County, Oklahoma

County Clerk

Chairman

APPROVED AS TO FORM:

Nelson M. Fildes IV 1-30-19
Assistant District Attorney

ATTEST:

[Signature]
Secretary

"CONTRACTOR"
Automated Building Systems-Tulsa, Inc.

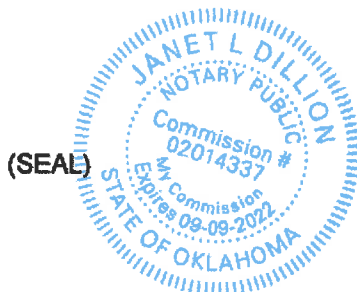
[Signature]
Contractor

By: Joel Karstetter, President
(Title)

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

JOEL KARSTETTER 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 Board of County Commissioners of Tulsa County, Oklahoma. 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 County of Tulsa any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Subscribed and sworn to before me this 23 day of January, 2019.



[Signature]
Notary Public

My Commission Expires: 9/9/22 # 02014337

DLM Controls System Upgrade

**Tulsa County Purchasing
Payment Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):
Automated Building Systems-Tulsa, Inc.
10404 E. 55th Pl., Suite L
Tulsa, OK 74146

SURETY (Name and Principal Place of Business):
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

OWNER: Tulsa County Board of County Commissioners
Tulsa County Administration Building
500 South Denver Avenue
Tulsa, Oklahoma 74103

CONSTRUCTION CONTRACT

Date: 1/7/19

Amount: \$448,500.00

Description (Name and Location):

David L. Moss Control Systems Upgrade, Tulsa County, Tulsa, Ok.

BOND:

Date (Not earlier than Construction Contract Date): 1/7/19

Amount: \$448,500.00

CONTRACTOR (Representative):

Signature: [Signature]

Name and Title: Joel Karstetter
President

SURETY (Representative):

Signature: [Signature]

Name and Title: Terri Hestand
Attorney In Fact

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:
Cole, Paine & Carlin Agency
PO Box 18444
Oklahoma City, OK 73154
405-843-5678

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Allied Engineering Group, LLC
1401 S. Denver Ave.
Tulsa, OK 74119
918-384-0593

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 or 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 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:

4.2.1. Have furnished written notice to 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

4.2.2. 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

4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address listed on Page 1) 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 the completion of the work.

9 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.

10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction 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.

11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by 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.

12 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.

13 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.

14 DEFINITIONS

14.1. 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, materials or 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.

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

14.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197254**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Terri Hestand, D. Allen Paine, Theresa L. Phelps, S. Lynn Power, Pamela Wood

all of the city of Oklahoma City state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DLM Controls System Upgrade

**Tulsa County Purchasing**
Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):
Automated Building Systems-Tulsa, Inc.
10404 E. 55th Pl., Suite L
Tulsa, OK 74146

SURETY (Name and Principal Place of Business):
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

OWNER: Tulsa County Board of County Commissioners
Tulsa County Administration Building
500 South Denver Avenue
Tulsa, Oklahoma 74103

CONSTRUCTION CONTRACT

Date: 1/7/19

Amount: \$ 448,500.00

Description (Name and Location): David L. Moss Control Systems Upgrade, Tulsa County, Tulsa, Ok.

BOND:

Date (Not earlier than Construction Contract Date): 1/7/19

Amount: \$ 448,500.00

CONTRACTOR (Representative):

Signature: _____

Name and Title: Joel Karstetter
President

SURETY (Representative):

Signature: _____

Name and Title: Terri Hestand
Attorney In Fact

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:
Cole, Paine & Carlin Agency
PO Box 18444
Oklahoma City, OK 73154
405-843-5678

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Allied Engineering Group, LLC
1401 S. Denver Ave.
Tulsa, OK 74119
918-384-0593

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. The Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address on Page 1 that the Owner is considering declaring a Contractor Default as described in Paragraph 10 and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the 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's 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 seven (7) 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 a Contractor, with 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 proposals 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 and with

reasonable promptness under the circumstances:

4.1.1. After investigation, determine the amount for which it may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

4.1.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

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 fourteen (14) 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 the 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 failure 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.

7. 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.

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

9. 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 provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from 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.

10. DEFINITIONS

10.1 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.

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

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

10.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197254**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Terri Hestand, D. Allen Paine, Theresa L. Phelps, S. Lynn Power, Pamela Wood

all of the city of Oklahoma City state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2019.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Tulsa County Purchasing
Statutory Defect Bond
 61 O.S. 1991, Section 113 (B)(3)

KNOW ALL MEN BY THESE PRESENTS,

That Automated Building Systems-Tulsa, Inc., as Principal and The Ohio Casualty Insurance Company
 a corporation organized under the laws of the State of Oklahoma and authorized to transact business
 in the State of Oklahoma, as Surety; are held and firmly bound unto the Board of County Commissioners of Tulsa County, Oklahoma,
 in the penal sum of
Four Hundred forty eight thousand five hundred and no/cents Dollars (\$448,500.00)
 in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the Contract price, for the
 payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,
 successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the Board of County Commissioners of Tulsa County,
 dated 1/7/19, for David L. Moss Control Systems Upgrade, Tulsa County, Tulsa, Ok.
all in compliance with the plans and specifications therefore, made
 a part of said contract and on file in the Tulsa County Clerk's Office, 500 South Denver Avenue, Tulsa, Oklahoma 74103.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Board of County Commissioners of Tulsa County
 all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work,
 occurring within a period of one (1) year from and after the acceptance of said project by the Board of County Commissioners of
 Tulsa County; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to
 be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its
 corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

DATED this 7th day of January, 2019 **PRINCIPAL:**

By: Joel Karstetter
 (Authorized Representative Printed Name)

(Authorized Representative Signature)

President

(Authorized Representative Printed Title)

(Principal Corporate Seal)

ATTEST:

(Notarial Seal & Signature)

SURETY:

(Attorney-in-Fact Signature)

By: Terri Hestand
 (Attorney-in-Fact Printed Name)

PO Box 18444

(Surety Address)

Oklahoma City, OK 73154

(City, State, Zip)

405-843-5678

(Telephone)

thestand@cpcinsurance.com

(Email)

(Surety Corporate Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197254**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Terri Hestand, D. Allen Paine, Theresa L. Phelps, S. Lynn Power, Pamela Wood

all of the city of Oklahoma City state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2019

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cole, Paine & Carlin Insurance PO Box 18444 1140 NW 50th Street Oklahoma City OK 73154		CONTACT NAME: Terri Hestand PHONE (A/C No. Ext): (405) 843-5678 E-MAIL ADDRESS: thestand@cpcinsurance.com FAX (A/C No): (405) 843-5781															
INSURED Automated Building Systems Inc. Automated Building Systems Tulsa, Inc. Control Installations Inc., ABS, Inc. P.O. Box 23557 Oklahoma City OK 73123		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Ins. Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Valley Forge Ins. Co.</td> <td>20508</td> </tr> <tr> <td>INSURER C: Continental Casualty Co.</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Ins. Hartford	20478	INSURER B: Valley Forge Ins. Co.	20508	INSURER C: Continental Casualty Co.	20443	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 18/19 All Lines **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Primary/Non Contributory	X	6012314258	4/1/2018	4/1/2019	MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		6012314230	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	X			PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	6012314244	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	6012314261	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Limited Pollution		6012314258	4/1/2018	4/1/2019	Each Incident/Aggregate 1 mill/2 mill
A	Installation Floater		6012314258	4/1/2018	4/1/2019	Installation 50,000

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

Project: David L. Moss Control Systems Upgrade.

Certificate holder is included as an Additional Insured under the General Liability and Auto Liability coverage for the work of the insured when required with a Written Contract, subject to the terms and conditions of the policy. 30 day notice of cancellation applies with the exception of 10 days for non payment of premium per blanket forms.

CERTIFICATE HOLDER

matney.ellis@tulsacounty.o

Tulsa County Board of County Commissioners
 Tulsa County Administration Building
 500 South Denver Ave.
 Tulsa, OK 74103

CANCELLATION

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

Allen Paine/HESTTE

D. Allen Paine

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Additional Named Insureds

Other Named Insureds

ABS, Inc.	Corporation, Additional Named Insured
Automated Building Systems Tulsa, Inc.	Corporation, Additional Named Insured
Control Installations Inc.	Corporation, Additional Named Insured

