

---

TULSA COUNTY

PURCHASING  
DEPARTMENT

---

MEMO

DATE: April 3, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement – Total Demolition Services LLC

Bids for the Tulsa County “HQ” Administration Building Renovations were opened on February 25, 2019 and the recommendation to award Bid Package 02A (Selective Demolition) to Total Demolition Services LLC was approved by the Board of County Commissioners on March 11, 2019, CMF# 247245.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached Trade Contractor Agreement between the Board of County Commissioners and Total Demolition Services, LLC for the scope of work as defined in the agreement and referenced bid documents.

Respectfully submitted for your approval and execution.

MLB

ORIGINAL: Michael Willis, County Clerk, for the April 8, 2019 agenda.



## TRADE CONTRACTOR AGREEMENT

### 1. Effective Date, Parties and Notice

This Agreement is entered into this 11 day of March in the year 2019 by and between  
Tulsa County, referred to in this Agreement as the Owner, and the

**TRADE CONTRACTOR**

Total Demolition Services, LLC

~~3826 Newcastle Road~~

~~Oklahoma City, OK 73119~~

*11600 W Highway 33  
Guthrie, OK, 73044*

Tax ID/EIN/SSN: 27-0238492

ATTENTION: Dylan Branstetter

referred to in this Agreement as the Trade Contractor for services in connection with this

**PROJECT NAME** Tulsa County Administration Building Renovations

**PROJECT NUMBER** HEADQ

**LOCATION** 218 W 6<sup>th</sup> St  
Tulsa, OK 74119

whose

**CONSTRUCTION  
MANAGER is** FLINTCO, LLC  
1624 W 21<sup>st</sup> St  
Tulsa, OK 74107

and whose

**ARCHITECT is** GH2 Architects  
320 S Boston Ave  
Suite 100  
Tulsa, OK 74103

**NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES**

## **2. Safety**

**2.1** The Trade Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Trade Work is its responsibility. The Trade Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Trade Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Trade Work by the Construction Manager (referred to herein as "CM").

**2.2** When so ordered, the Trade Contractor shall stop any part of the Trade Work which the CM deems unsafe until corrective measures satisfactory to the CM have been taken. The Trade Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Trade Contractor fail to take appropriate corrective measures in a timely manner, the CM may do so at the cost and expense of the Trade Contractor and may deduct the cost and expense thereof from any payments due or to become due to the Trade Contractor. Failure on the part of the CM to stop unsafe practices shall in no way relieve the Trade Contractor of its responsibility therefor.

**2.3** The Trade Contractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

## **3. Trade Contractor Representations**

**3.1** The Trade Contractor acknowledges receipt of all policies listed in Exhibit C. Subject to applicable law the Trade Contractor further agrees to be bound by these policies as part of this Agreement. The Trade Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Trade Contract Documents, has investigated the nature, locality and site of the Trade Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CM, the Owner or any of their respective officers, agents or employees.

**3.2** The commencement of the Trade Work by the Trade Contractor on the site of the Project shall constitute the legal and binding acceptance by the Trade Contractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Trade Work by the Trade Contractor. The Owner reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Trade Contractor.

## **4. Bonds**

The Trade Contractor shall furnish a Performance Bond and a Separate Payment Bond satisfactory to the CM, in its sole determination, in the full amount of the Agreement Amount. Bonds shall be furnished by a surety acceptable to the CM, in the full amount of the Agreement Amount, and on the forms attached as Exhibit G. Trade Contractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

## **5. Trade Contractor Duties**

**5.1 Trade Work.** The Owner retains the Trade Contractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete that portion of the work on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Trade Contract Documents. The Trade Contractor agrees to perform such part of the work (hereafter called "Trade Work") for the Project under the general direction of the CM and subject to the final approval of the CM, Architect/Engineer or other specified representative of the Owner.

**5.2 Trade Contract Documents.** The Trade Contract Documents include this Agreement, Agreement between the Owner and the CM ("CM Agreement"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the CM Agreement. The Owner and the Trade Contractor are mutually bound by the terms of this Agreement. To the extent the terms of the CM Agreement apply to the work of the Trade Contractor, then the CM on behalf of the Owner assumes toward the Trade Contractor all the obligations, rights, duties and redress that the Owner under the CM Agreement assumes toward the CM. In the identical way, the Trade Contractor assumes toward the CM all the same obligations, rights, duties and redress that the CM assumes toward the Owner and Architect/Engineer under the CM Agreement. This Agreement and the rest of the Trade Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement

irreconcilably conflicts with a provision of the Trade Contract Documents, the provision granting greater rights or remedies to the Owner or imposing the greater duty, standard or responsibility or obligation on the Trade Contractor shall govern.

**5.3 Design Delegation.** If the Trade Contract Documents (1) specifically require the Trade Contractor to provide design services and (2) specify all design and performance criteria, the Trade Contractor shall provide the design services necessary to satisfactorily complete the Trade Work. Design services provided by the Trade Contractor shall be procured from licensed, design professionals (the "Designer") retained by the Trade Contractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Trade Work designed or certified by the Designer, if prepared by others, shall bear the Trade Contractor's and the Designer's written approvals when submitted to the CM. The Owner and the CM shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

**5.3.1** If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Trade Contractor and the Designer. The Trade Contractor-Designer agreement shall not provide for any limitation of liability or exclusion from participation in the multiparty proceedings requirement of Paragraph 21.6. If applicable, the Designer(s) is (are)

---

---

---

The Trade Contractor shall notify the CM in writing if it intends to change the Designer. The Trade Contractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Trade Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Trade Contract Documents furnished by the Owner, Architect/Engineer or CM

**5.3.2** The Trade Contractor shall not be required to provide design services in violation of any applicable law.

**5.4 Clean Up.** The Trade Contractor is responsible for its own "clean-up" and keeping the Trade Work areas "broom clean". If the CM determines the Trade Work area to be unsatisfactorily cleaned, the CM will so advise the Trade Contractor. If the Trade Contractor fails to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the CM's satisfaction, the CM may without further notice execute and complete such clean up activities as the CM deems necessary and charge the cost to the Trade Contractor or deduct such cost from payments due to the Trade Contractor. The Trade Contractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its lower tier contractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The CM has the right to clean up surrounding roads immediately upon the Trade Contractor's failure to do so, the cost of which shall be deducted from the Trade Contractor's next payment.

**5.5 Protection of Trade Work.** The Trade Contractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.

**5.6 Protection of the Project.** The Trade Contractor shall confine operations at the Project site to areas permitted by the CM and shall not unreasonably encumber the Project site with materials or equipment. The Trade Contractor is responsible for any damage caused to adjacent property or access roads by the Trade Contractor, its lower tier contractors or suppliers during the course of the Trade Work.

**5.7 Supervision.** All of the Trade Work is the sole and absolute responsibility of the Trade Contractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the CM; shall be in full compliance with the Trade Contract Documents including this Agreement; and shall meet the approval and acceptance of the CM and the Owner or its authorized representative.

## **6. Schedule**

Time is of the essence. The Trade Contractor shall commence the Trade Work under this Agreement when notified by the CM and shall complete the Trade Work in a diligent manner in accordance with the Trade Contract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the CM, any other Trade Contractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Trade Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Trade Work by providing information on the timing and sequence of operations so as to meet the CM's overall schedule requirements. The Trade Contractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Trade Work in accordance with the requirements of the Project Schedule.

The Trade Contractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Trade Contract Documents relating to any labor performed or material furnished under this Agreement.

## **7. Payment**

**7.1** In consideration of faithful and timely performance by the Trade Contractor of all the covenants and the conditions aforesaid, the Owner agrees to pay the Trade Contractor, subject to other provisions hereof, including authorized additions and deletions, the sum of  
**Three Hundred Eighty-Seven Thousand, Three Hundred Sixty-nine and 00/100 Dollars (\$387,369.00)**

(the "Agreement Amount") [which amount is Tax Exempt in accordance with attached Exhibit H]. Payment shall only be due for the portion of the Trade Work actually completed to the satisfaction of the CM, the Architect and the Owner. Trade Contractor shall submit a progress payment application to the Owner, with a copy to the CM and the Architect, for Trade Contractor Work properly performed during that month. Within thirty (30) days after Trade Contractor's complete, proper and timely payment application has been received by the Owner, the Owner shall make payment to Trade Contractor, less any applicable retainage or other set off. The Owner may withhold payment of part or all of Trade Contractor's payment application upon notice to Trade Contractor as allowed by law. Progress payment applications must be submitted by the Trade Contractor each month in an amount equal to Ninety percent (90%) of the estimated value of the labor, materials and equipment incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Trade Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Trade Contractor and returned to the Owner and the CM prior to issuance of subsequent payments.

**7.2** Progress payment applications are to be submitted on AIA G702 with Schedule of Values AIA G703. With each progress payment application, the Trade Contractor shall furnish a tabulated breakdown of the portion of the Trade Work included in the payment request, listing items of the work in sufficient detail as determined by the Owner and the CM to easily facilitate payment requests to be checked by the CM as the work progresses.

**7.3** Each payment request or invoice must be received by the Owner by the last day of the month to be processed with other progress payment applications for that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.

**7.4** The Trade Contractor shall submit its request for partial payment conforming to the standard CM billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Trade Work completed, and materials stored during the immediately preceding month or such other immediately preceding period as directed by the CM. In addition, if allowed by the Trade Contract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.

**7.5** The Trade Contractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier contractors and major material suppliers for which payment has previously been made to the Trade Contractor.

**7.6** If the Owner or the CM on behalf of the Owner, in their sole discretion, deem it necessary, the Trade Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Trade Contractor's lower tier contractors and major material suppliers and the Trade Contractor. Lower tier contractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier contractor and major supplier and the net payments to be issued to each.

**7.7** No partial payment, or certificate therefore, shall constitute acceptance or approval by the Owner, the CM or the Architect of the Trade Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of all the terms of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of defective work or improper materials or of any element of the Trade Contractor's performance determined to be at variance with this Agreement.

**7.8** The Owner shall have the right to set off any amounts the Trade Contractor owes to the Owner under this Agreement or by law against the remaining balance under this Agreement, or against any amounts due the Trade Contractor under any other agreements with the Owner.

**7.9** **Final Payment.** Final payment by the Owner to the Trade Contractor shall not become due and payable to the Trade Contractor until the following express conditions precedent have been met: (1) The completion of the Trade Work required by this Agreement and acceptance of the Trade Work by the CM, the Owner and the Architect; (2) execution and delivery by the Trade Contractor, in a form satisfactory to the CM, of a general release running to and in favor of the CM and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Trade Contractor arising out of or related to this Agreement, including those between the Owner and the Trade Contractor and between the Trade Contractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Trade Contractor shall deliver payment to the Owner an amount equal to whatever cost the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

## **8. Hazardous Materials**

The Trade Contractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Trade Work, and shall be equally responsible for actions and inactions of Trade Contractors, lower tier contractors, and any other agents or independent contractors of the Trade Contractor. The Trade Contractor shall be deemed to, and shall, have included in the Agreement Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Trade Work. The Trade Contractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Trade Work and notifying the CM of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Trade Contractor shall defend, indemnify and hold harmless the Owner and the CM from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Trade Contractor's failure to strictly comply with the terms of this paragraph.

## **9. Compliance with Laws**

**9.1** The Trade Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Trade Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Owner or CM must comply.

**9.2** Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Trade Contractor agrees the following clauses found in the Trade Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Agreement and binding on Trade Contractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Trade Contractor agrees to include all such clauses in any non-exempt, lower-tier contracts.

**9.3 Immigration Compliance.** The Trade Contractor represents and warrants that the Trade Contractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Trade Contractor agrees to indemnify the Owner and the CM and to hold the Owner and the CM harmless from all liability, including liability for interest and penalties, the Owner and/or the CM incurs with results from or is attributable to the Trade Contractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Owner and the CM any monies expended by either of them in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Trade Contractor. As it relates to immigration compliance, the Trade Contractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, CM or applicable law.

**9.4** The Trade Contractor shall be liable to the CM and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Trade Contractor, its contractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties

## **10. Insurance**

**10.1** The Trade Contractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Agreement all insurance required by the laws of the state in which the Trade Work covered by this Agreement is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Agreement. The Trade Contractor shall not commence the Trade Work nor receive any payment hereunder until Certificate of such insurance is furnished to the CM.

**10.2** The CM shall have no duty to the Trade Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the CM or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of the CM to detect that the Trade Contractor has not submitted certificates, or proper certificates, or is

otherwise not in compliance with the insurance-related provisions of the Agreement shall not be construed as a waiver or other impairment of any of the Owner's or CM's rights under such insurance-related provisions.

**10.3** If the Trade Contractor fails to procure and maintain such insurance, in addition to the option of declaring the Trade Contractor in default for breach of a material provision of this Agreement, the Owner or the CM shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Owner and the CM with equivalent protection, and the Trade Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance purchased by the Owner or the CM shall be charged against and deducted from any monies then due or to become due to the Trade Contractor or the CM shall notify the Trade Contractor of the cost thereof and the Trade Contractor shall promptly pay such cost.

**10.4** The Trade Contractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Trade Contractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Trade Contractor shall obtain appropriate endorsements acceptable to the CM as a condition of this Agreement.

**10.5** The Trade Contractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the CM at the value established in the approval, and also for portions of the Trade Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Agreement, whether in a deliverable state or otherwise, shall remain with the Trade Contractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Trade Contractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

## **11. Indemnity**

**11.1 General Indemnity.** To the fullest extent allowed by law, the Trade Contractor shall defend, indemnify and hold harmless the CM, the Owner's other Trade Contractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Trade Work to the extent of the negligent acts or omissions by, or the fault of, the Trade Contractor, the Trade Contractor's lower tier contractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Trade Contractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard as to any party or person described in this Article.

**11.2 Patents.** The Trade Contractor hereby agrees to defend, indemnify and hold harmless the CM and the Owner from and against any and all liability, loss or damage and to reimburse the CM and the Owner for any costs, including legal fees and expenses, which the CM and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Trade Work, or materials, equipment or other items used by the Trade Contractor in its performance.

**11.3 No Limitations.** In furtherance to, but not in limitation of the indemnity provisions in this Agreement, the Trade Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

## **12. Termination for Convenience**

**12.1** It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Agreement is the continued performance with respect to the CM Agreement that exists between the CM and the Owner. If, for any reason, the CM Agreement is breached, rescinded or terminated, the Owner shall have the right to immediately terminate this Agreement. In no event shall the CM or the Owner be obligated to the Trade Contractor for any anticipatory profits or any damages incurred by the Trade Contractor as a result of the termination of this Agreement, unless approved and paid by the Owner. The Trade Contractor agrees that it shall have no claim or cause of action against the CM arising from or relating to Owner's termination of this Agreement or Owner's determination of any amount it agrees to pay Trade Contractor upon termination of this Agreement.

**12.2** The Owner shall have the right at any time by written notice to the Trade Contractor, to terminate this Agreement without cause and require the Trade Contractor to cease work. In the event of such a termination for convenience, the Trade Contractor shall be entitled to payment pursuant to the terms of the Agreement for the portion of the Trade Work actually completed as of the date of termination, provided that such amount may be reduced by all amounts for which the Trade Contractor is liable or responsible. However, the Trade Contractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Trade Contractor waives any claim for loss of anticipated profits or other damages against the Owner or the CM in the event the Owner exercises this clause.

### **13. Failure of Performance**

**13.1. Non-Conforming Trade Work.** The Trade Contractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the CM of the Trade Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Trade Contractor shall, within twenty four (24) hours after receiving written notice from the CM to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the CM, whether worked or unworked, and to take down all portions of the Trade Work which the Architect, the Owner or the CM has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Trade Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the CM it would not be expedient to order the same replaced or corrected, the Owner, at its option, may deduct from the payments due or to become due to the Trade Contractor such amount or amounts as in the opinion of the Architect, the CM or the Owner shall represent the difference between the fair and reasonable value of the Trade Work so condemned and its value had it been executed in conformity with the Trade Contract Documents.

**13.2 Notice to Cure** If the Trade Contractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Trade Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, Trade Contractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Trade Contractor shall be deemed in default of this Agreement. If the Trade Contractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Owner without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

**13.2.1** to supply workers, materials, equipment and facilities as the Owner deems necessary for the completion of the Trade Work or any part which the Trade Contractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Trade Contractor;

**13.2.2** to contract with one or more additional contractors to perform such part of the Trade Work as the CM determines will provide the most expeditious completion of the Trade Work, and charge the cost to the Trade Contractor;

**13.2.3** withhold any payments due or to become due the Trade Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Owner and the CM.

**13.2.4** terminate the Trade Contractor for default by delivering written notice of such termination to the Trade Contractor.

**13.2.5** to charge to the Trade Contractor an Administrative Fee of 15% of all costs incurred by the Owner or the CM in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the CM on behalf of the Owner may proceed as above without notice, but the Owner shall give the Trade Contractor notice promptly after the fact as a precondition of cost recovery.

**13.3 Termination for Default.** If the Trade Contractor has been terminated for default, the Owner may take possession of the plant and Trade Work, materials, tools, appliances and equipment of the Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Work on such terms and conditions as shall be deemed by the Owner as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Trade Contractor's failure to perform, from any money then due or thereafter to become due to the Trade Contractor under this Agreement.

**13.3.1** If the Owner so terminates the employment of the Trade Contractor, the Trade Contractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Trade Contractor until Trade Work has been completed and accepted by the Owner, all Agreement requirements have been fulfilled, and payment has been received by the CM from the Owner. In the event the unpaid Agreement Amount earned by Trade Contractor exceeds the cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Trade Contractor, but if such expenses exceed the unpaid earned Agreement Amount, the Trade Contractor agrees to pay the difference to the Owner within thirty (30) days following receipt of written notice.

**13.3.2** If it is determined or agreed that the Owner wrongfully exercised any option under this Article, the Owner shall be liable to the Trade Contractor solely for the reasonable value of Trade Work performed by the Trade Contractor prior to such action, including reasonable overhead and profit on the Trade Work performed, less prior payments made. Under no circumstances shall the Trade Contractor be entitled to recovery of claimed lost future profits.

#### **14. Delays**

**14.1** Should the progress of the Trade Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Trade Contractor or any of its officers, agents, employees, Trade Contractors or suppliers so as to cause any additional cost, expense, liability or damage to the CM or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Trade Contractor and its surety hereunder, the Trade Contractor and its surety agree to compensate and indemnify the CM and the Owner against all such costs, expenses, damages and liabilities.

**14.2** In addition, the Trade Contractor, at the CM's direction and at the Trade Contractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Trade Work and in the completion of the Project due to such delay. If the Trade Contractor fails to make up for the time lost by reason of such delay, the CM has the right to use other Trade Contractors or suppliers and to take whatever other action the CM deems necessary to avoid delay in the completion of the Trade Work and the Project, the cost of which shall be borne by the Trade Contractor. In the event Trade Contractor delays timely performance of the Trade Work or to the completion of the Project, either by its acts or omissions, and such delays result in the CM being charged by the Owner with actual or liquidated damages, then the Trade Contractor shall reimburse the CM the full amount of all such damages and charges resulting from the delays caused by the Trade Contractor. The CM may offset any such damages against the remaining balance due to the Trade Contractor on the Agreement Amount, if any.

**14.3** If the commencement and/or progress of the Trade Work is delayed without the fault or responsibility of the Trade Contractor, the time for the Trade Work shall be extended by Change Order to the extent obtained by the CM from the Owner pursuant to the CM Agreement, and the Schedule of Work shall be revised accordingly.

#### **15. Changes**

**15.1 Trade Work Changes.** The Owner and the Trade Contractor agree the Owner may make changes to the Trade Work, including but not limited to; additions, deletions or revisions. Any changes made to the Trade Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Trade Contractor's cost of or time for performance, the Agreement Amount and Agreement Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the CM Agreement and shall be incorporated into the Agreement by a Change Order.

**15.1.1. Request for Change Proposal.** A Request for Change Proposal ("RFCP") is a written request that informs Trade Contractor about a potential change in the Trade Work and requests a proposal for the potential change. Trade Contractor shall promptly reply with such request. Trade Contractor shall not implement the change or incur any costs until a Change Order is fully executed.

**15.1.2. Construction Change Directive.** A Construction Change Directive ("CCD") is a written directive that instructs Trade Contractor to take some immediate action in connection with the Trade Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Trade Contractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.

**15.1.3. Change Order Requests.** Within seven (7) calendar days after the occurrence of any event or observance of any condition that Trade Contractor believes entitles Trade Contractor to an adjustment in Agreement Amount and/or Agreement Schedule, Trade Contractor shall prepare and submit a Change Order Request ("COR") to CM. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Agreement Amount and/or Agreement Schedule.

**15.2 Change Orders.** A Change Order ("CO") is a written instrument prepared by the CM or Owner and signed by the Trade Contractor stating their agreement with the change in the Trade Work and any adjustment to the Agreement Amount and/or Agreement Work Schedule. All changes and/or additions in the Trade Work ordered in writing by the Owner or CM shall be deemed a part of the Trade Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Trade Contract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Trade Contractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Agreement Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Trade Contract Documents or as subsequently agreed to by the parties; or
- c. costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Trade Contract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, CM or Owner will either (i) issue a Notice denying Trade Contractor's request or (ii) issue a unilateral Change Order setting forth the final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

**15.3** The Trade Contractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the CM. The Trade Contractor shall be responsible for any costs incurred by the Owner or the CM for changes of any kind made by the Trade Contractor that increase the cost of the Work for either the Owner, the CM or other Trade Contractors when the Trade Contractor proceeds with such changes without a Change Order or Construction Change Directive.

**15.4 Determination by Owner, CM or Architect/Engineer.** Notwithstanding any other provision, if the Trade Work for which the Trade Contractor claims additional compensation is determined by the Owner, the CM or Architect/Engineer not to entitle the Trade Contractor to a Change Order, additional compensation or a time extension, the Owner and the CM shall not be liable to the Trade Contractor for any additional compensation or time extension for such Trade Work, unless the Owner agrees in writing to pay such additional compensation or to grant such extension.

## **16. Claims**

**16.1** A Claim is a written demand by Trade Contractor seeking an adjustment in the Agreement Amount and/or Agreement Schedule or some other relief under the terms of the Agreement for events other than a RFCP that has been denied in writing. Trade Contractor shall provide Notice to the Owner and the CM of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Trade Contractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Agreement Amount and/or Agreement Schedule. Claims not timely made, in writing, by the Trade Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Owner shall not create any precedent nor "course of dealing" between the Owner and the Trade Contractor, nor shall it waive the Owner's right to insist on strict adherence by the Trade Contractor to the contract claims procedures. If Owner denies Trade Contractor's Claim, Trade Contractor may pursue the matter under Article 21 Dispute Resolution.

**16.2** The Trade Contractor shall not delay or suspend the Trade Work because of the pendency of or the denial by the Owner of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Trade Work while the claim is being resolved by agreement or being fully adjudicated.

**16.3** In the event the Trade Contractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Trade Contractor shall promptly submit the claim to the Owner and the CM in writing within the time required in Section 16.1. Failure of the Trade Contractor to submit such claims in a timely and proper manner shall result in a waiver of such claim.

**16.4** The Trade Contractor shall fully cooperate with the CM in the submission of such claims described in Section 16.3, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the CM to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the CM on account of such claim asserted by the Trade Contractor, the CM will pay the same to the Trade Contractor.

**16.5** It shall be an express condition precedent to any obligation on the part of the CM to make payment of any cost, reimbursement, compensation or damages to the Trade Contractor hereunder that the CM shall first be determined to be entitled to such compensation on behalf of the Trade Contractor and then receive such payment from Owner, and Trade Contractor expressly acknowledges that the CM is not obligated or required to pursue the Trade Contractor's claim against the Owner if the CM, in its sole discretion, after review of the Trade Contractor's claim, has deemed the claim to lack merit in whole or in part.

**16.6** If at any time a controversy should arise between the CM and the Trade Contractor with respect to any matter in this Agreement which the CM determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the CM relating to the subject of the controversy shall be followed by the Trade Contractor.

## **17. Taxes**

The Agreement Amount includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Trade Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Trade Contractor further agrees to withhold taxes from the wages and salaries of all employees of the Trade Contractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Agreement Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Owner under this Agreement and the Trade Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Agreement Amount.

## **18. Liens**

**18.1** The Trade Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.

**18.2** If the Project involves private work, the Trade Contractor shall keep the property and Improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Trade Contractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Owner may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Trade Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Owner, the CM or its surety.

**18.3** If any claim or lien is made or filed with or against the CM, the Owner, the Project, 218 W 6<sup>th</sup> St, Tulsa, Ok 74119 or the Project funds by any person claiming that the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Trade Work, or if the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier causes damage to the Trade Work or any other work on the project, or if the Trade Contractor fails to perform or is otherwise in default of any term or provision of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter due an amount which the Owner deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless the CM and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Owner shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Owner shall, in addition, have the right to apply and charge against the Trade Contractor so much of the amount retained as may be required for the foregoing purposes and the Trade Contractor shall pay and reimburse the CM and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

## **19. Assignment**

To the fullest extent permitted by law, the Trade Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Trade Contractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Agreement as security for any loan, financing or other indebtedness ("Assignment"), notification to the Owner and the CM of such Assignment must be sent by certified mail, return receipt requested, to the Owner and the CM and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. The Trade Contractor agrees that any such Assignment shall not relieve the Trade Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the Trade Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner or the CM and such assignee or transferee.

## **20. Guarantee/Warranty**

For a period of one year from the date of the Owner's final acceptance of the Trade Work, the Trade Contractor guarantees and warrants that the Trade Work complies with the Trade Contract Documents requirements and is free from defects in material and workmanship. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Trade Contractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Owner may, at its option, perform the necessary remedial work or secure its performance by others and charge the Trade Contractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Owner for breach of contract, negligence or other cause of action against the Trade Contractor.

## **21. Dispute Resolution**

**21.1 Scope of Disputes Provisions.** All Claims, disputes or other matters in question between the parties to this Agreement which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.

**21.2 Initial Dispute Resolution/Mediation.** A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Owner and Trade Contractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Owner and Trade Contractor which discussions shall be held at the Owner's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.

**21.3 Binding Dispute Resolution.** In the event Owner and Trade Contractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Owner, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

### **21.4 Arbitration Election**

**21.4.1** In the event Owner exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.

**21.4.2** Should Owner exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Owner gives Trade Contractor notice of Owner's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Owner and Trade Contractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.

**21.4.3** The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.

**21.4.4** The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Agreement.

**21.4.5** The parties stipulate and agree that the performance of this Agreement is a transaction involving interstate commerce. Notwithstanding other provisions in the Agreement, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

**21.4.6** At the sole discretion of Owner, any arbitration with Trade Contractor shall be consolidated with any other arbitration proceeding relating to the work under the CM Agreement.

**21.5 Litigation Election.** In the event Owner elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Owner and Trade Contractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Trade Contractor expressly waives any right to trial by jury.

**21.6 Multiparty Proceeding.** To the extent permitted by Trade Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Owner and the Trade Contractor involve in whole or in part disputes between the CM and the Owner, Disputes between the Trade Contractor and the Owner shall be decided by the same tribunal and in the same forum as disputes between the CM and the Owner.

**21.7 Stay of Proceedings.** (a) In the event the provisions for resolution of disputes between the CM and the Owner contained in the Trade Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Trade Contractor, resolution of any Dispute between Owner and Trade Contractor involving in whole or in part disputes between CM and Owner shall be stayed pending conclusion of any dispute resolution proceeding between CM and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Agreement; such action shall be stayed pending conclusion of any dispute resolution proceedings.

**21.8 Work Continuation and Payment.** Unless otherwise agreed in writing, Trade Contractor shall continue the Trade Work and maintain the Schedule of Work during any dispute resolution proceedings. As Trade Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

**21.9 Cost of Dispute Resolution; Attorneys' Fees.** The cost of any mediation proceeding shall be shared equally by the parties participating.

**21.9.1** The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Trade Contract Documents shall be entitled to recover from the other party any remedies available under Oklahoma law after direct discussions and mediation.

**21.9.2** In the event the Trade Contractor is awarded an amount equal to or less than the last written offer of settlement from Owner, prior to the commencement of binding dispute resolution, Owner shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Owner.

## **22. Miscellaneous**

**22.1** No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Agreement or the Performance Bond provided by the Trade Contractor, it being the express intent of the parties that this Agreement shall not be for the benefit of any third party.

**22.2** Any term or provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**22.3** This Agreement, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

**22.4** The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Trade Contract Documents, by the laws of the State of the Oklahoma.

**22.5** The Trade Contractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

**22.6** This Agreement has not been altered in any manner from its original form as sent to the Trade Contractor except for required signatures and dates, or as clearly marked and initialed by this Trade Contractor. Any changes to this Agreement not initialed by the Owner will not be binding.

23. Schedule of Exhibits to the Agreement

The following Exhibits are attached to and are a part of this Agreement.

- Exhibit A: The Trade Contractor's Scope of Work, including alternative or unit prices
- Exhibit B: Insurance Requirements
- Exhibit C: Flintco Policies/Procedures Acknowledgement of Obtaining Form
- Exhibit D: List of Drawings, Specifications and Addenda
- Exhibit E: Schedule of Work
- Exhibit F: Certification of Non-Segregated Facilities
- Exhibit G: Payment and Performance Bond Forms
- Exhibit H: Tax Exemption Certificate

This Agreement is entered into as of the date entered in Article 1.

ATTEST: Tammy M Hurst  
3rd Jan at April 2019  


Total Demolition Services, Inc

BY: Dylan Branstetter  
PRINT NAME: Dylan Branstetter  
PRINT TITLE: Estimator

Designate type of organization: ( ) Corporation ( ) Partnership ( ) Sole Proprietorship (X) LLC ( ) Other

Organized in the State of Oklahoma

With its principal place of business at 3826 Newcastle Road, Oklahoma City, OK 73119

Tulsa County

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

County Clerk

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Michael Willis

Approved as to form:

ATTEST: \_\_\_\_\_

BY: Nolan M. Fields 4-3-19

PRINT NAME: Nolan Fields

PRINT TITLE: Assistant District Attorney

TRADE CONTRACTOR  
SCOPE OF WORK

Exhibit A  
Page 1 of 2

**ADDENDUM #4 BID PACKAGE 2A: SELECTIVE DEMOLITION - COMPLETE**

Specification Section	Description
--------------------------	-------------

<b>DIVISION 0</b>	<b>Procurement and Contracting Requirements</b>
-------------------	---

<b>DIVISION 1</b>	<b>General Requirements</b>
-------------------	-----------------------------

<b>024100</b>	<b>Demolition, complete</b>
---------------	-----------------------------

<b>311000</b>	<b>Site Clearing, pertinent portions thereof applicable to the work of this bid package</b>
---------------	---

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

**Definition of Terms**

Contractor = Bidder

Construction Manager = Flintco, LLC

Owner = Tulsa County

Architect = GH2 Architects

**The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:**

- 1.) Selective demolition specifically, but not limited to, the following items:
  - a. Interior and Exterior masonry or CMU
  - b. Ceilings
  - c. Flooring – carpet, VCT, sheet vinyl, tile, etc.
  - d. Wall tile
  - e. Walls/Columns (Interior and Exterior, gypsum/metal framing and masonry) and as required to accommodate new structural supports at existing building.
  - f. Interior and Exterior Doors and Frames
  - g. Millwork, cabinetry, and furniture
  - h. Specialties
  - i. Toilet Partitions
  - j. Signage
  - k. Interior and Exterior Windows/ Storefronts/ Glass and Glazing
  - l. *Interior concrete floors and topping slabs as required*
  - m. Exterior concrete, paving and curb as shown
  - n. Exterior fencing as shown
- 2.) Include sanding, adhesive and mastic removal at existing floors to bare concrete/CMU/brick/drywall as shown.
- 3.) Layout areas of wall to be removed for new stair tie ins. Coordinate with other subcontractors.
- 4.) Layout areas of wall to be removed for new walls and coordinate with drywall subcontractor.
- 5.) Coordinate demo for new openings in existing walls with correct opening dimensions and conditions and also allow for new MEP above new ceiling line to penetrate existing walls.
- 6.) For openings in existing walls, lay-out new opening, saw cut existing material and remove existing portions of wall. Coordinate opening with supplier or installer.
- 7.) Coordinate demolition with Mechanical, Electrical, and Fire Sprinkler contractors for locations and termination of services in demolition areas. Contractor to coordinate schedule dates with the appropriate subcontractors and the Construction Manager.
- 8.) Include chipping, saw cutting, and removal in accordance with the Contract Documents.
- 9.) Include sawcut and removal of the existing slabs if shown on the demolition drawings for MEP. Layout of areas to be removed will be confirmed by MEP subcontractors. See structural drawings for footings in existing slab areas.

**TRADE CONTRACTOR  
SCOPE OF WORK**

Exhibit A  
Page 2 of 2

- 10.) Contractor to demo and remove existing stairs as indicated in the Contract Documents.
- 11.) Demo and remove existing fire escape (reference A201)
- 12.) Contractor to include temporary weather protection and security devices at intervals between exterior building removal and new construction installation to prevent water infiltration and damage.
- 13.) Remove existing slab, pan deck and foundations as shown on the Contract Documents and detailed on the Structural Drawings as required for a minimal disturbance to existing structure.
- 14.) Include demolition of exterior walls as shown on the Contract Documents. ~~Include demolition for new window and door openings.~~
- 15.) Include demolition of existing plaster walls as shown on the Contract Documents.
- 16.) Contractor shall provide, install, and remove all shoring and temporary supports required for demolition and construction of new walls until permanent supports are in place.
- 17.) Contractor shall coordinate with Construction Manager and other trades that all items to remain are properly protected, capped, temporarily supported, and/or removed prior to demolition.
- 18.) All demolition and construction activities shall be coordinated with the Construction Manager and Owner.
- 19.) Coordinate with the Owner the items of salvage that are to be retained by the Owner. Contractor to remove and store in Owner's designated storage facility. Exclude the mechanical, electrical, and fire sprinkler equipment and fixtures.
- 20.) Provide protection for all existing materials or items shown to remain, to be re-used, or relocated during demolition.
- 21.) Contractor shall remove all door hardware on doors that remove and turn hardware over to Construction Manager. Doors are to be removed and stored in Owner's designated storage facility.
- 22.) All work shall be phased per the project schedule.
- 23.) If items are found that contain lead or asbestos, notify the Construction Manager in writing.
- 24.) It is the responsibility of this bid package to maintain a clean and safe working environment in accordance with applicable codes.
- 25.) Contractor responsible for on-site dumpsters required for the scope of work of this bid package.
- 26.) This bid package is intended to be all inclusive of labor and equipment required for complete selective demolition which is not directly associated with Mechanical, Electrical or Plumbing work ~~scopes Bid Packages~~.
- 27.) Include removal and proper disposal of existing electrical fixtures, equipment, devices, wiring devices, and plates shown to be demolished as shown on the Contract Documents and per the Authorities having jurisdiction. Coordinate with Electrical contractor for conduits, devices, wiring devices or equipment that is to remain for reuse. Electrical contractor will remove electrical conductors back to source for items that are to be removed.
- 28.) Contractor to provide, install and maintain a trash chute on the East side of the building utilizing the South portion of the alley between the parking garage and the HQ building. Coordinate with Construction Manager and Window replacement contractor.
- 29.) Contractor to coordinate with Flooring contractor for shower floor demolition needed to slope floor to drain per Contract Documents.

**Work excluded from this bid package:**

- 1.) Roofing demo will be by Roofing subcontractor.
- 2.) MEP and fire sprinkler lines/equipment
- 3.) Lock-Out, Tag-Out of electrical in the area of work as required.
- 4.) Floor patching

**NOTE:** Each week, the Construction Manager will specify one day for general cleanup. During the extent of your contract, you will provide the Construction Manager with TWO laborers for this cleanup. This will not supersede daily cleanup of the work area as stipulated in Bid Package General Requirements (Document 004600).

***The Liquidated Damages for this Package are \$1,000 per day***

## TRADE CONTRACTOR INSURANCE REQUIREMENTS

The contractor (and any Sub-contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

1. General Liability Insurance providing for a combined amount of not less than \$200,000 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$300,000, and an excess umbrella liability coverage of \$2,000,000;
2. Workers Compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws of the State of Oklahoma;
3. Comprehensive Automobile Insurance; and
4. Errors and Omissions Coverage (only applicable to Architect or Engineering Services).

**Note: Builders Risk Insurance will be the responsibility of the Construction Manager and therefore should not be included.**

**IMPORTANT:**

The Contractor shall name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured;

The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the Insurer without Insurer providing thirty (30) days written notice to the Board of County Commissioners of Tulsa County;

The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.



TOTADEM-01

TMILLER2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2019

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 have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Frates Insurance & Risk Management 13439 Broadway Extension Oklahoma City, OK 73114	<b>CONTACT NAME:</b> Tasha Miller	
	<b>PHONE (A/C, No, Ext):</b> (405) 290-5705 <b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> tmiller@fratesins.com	
<b>INSURED</b>  Total Demolition Services, LLC 11600 W. Highway 33 Guthrie, OK 73044	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Tokio Marine Specialty Insurance Company	23850
	<b>INSURER B :</b> Imperium Insurance Company (HIIG)	35408
	<b>INSURER C :</b> RSUI Indemnity Company	22314
	<b>INSURER D :</b> Compsource Oklahoma	36188
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PPK1846194	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ILR180011405	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA083449	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	02382999181	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Pollution</b>			PPK1844214	7/1/2018	7/1/2019	<b>Occurrence</b> \$ 2,000,000
A	<b>Pollution</b>			PPK1844214	7/1/2018	7/1/2019	<b>Aggregate</b> \$ 4,000,000

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

Contract# HQ-024100; Tulsa County Admin Building Renovations  
Wrecking Buildings or Structures

With the exception of Workers Compensation, Board of County Commissioners of Tulsa County, Oklahoma, Flintco, LLC; Owner, are included as additional insureds on a primary & non-contributory basis for ongoing operations using endorsement CG 2010 and completed operations using endorsement CG 2037 as required by written agreement. Waiver of Subrogation in favor of Certificate holder and their consultants as well as any other parties with respects to General Liability, Auto Liability, and Workers' Compensation/Employers Liability policies as required by written contract. 30 day notice of cancellation applies. All as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition:

**4. Other Insurance**

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and noncontributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contributory by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.

**All other terms and conditions of this Policy remain unchanged.**

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Total Demolition Services LLC

**Endorsement Effective Date:** 7/1/2018

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Blanket as Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>	<b>Total Demolition Services LLC</b>
<b>Endorsement Effective Date:</b>	<b>7/1/2018</b>

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b> <b>Blanket as Required by Written Contract</b>
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

**The Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization for whom the insured has agreed, by written contract or agreement executed prior to a loss, to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07/01/2018  
Insured TOTAL DEMOLITION SERVICES LLC

Policy No. 02382999 18 1

Endorsement No.  
Premium

Insurance Company  
CompSource Mutual Insurance Company

Countersigned by \_\_\_\_\_



**WC 00 03 13**  
(Ed. 4-84)

## FLINTCO POLICIES/PROCEDURES ACKNOWLEDGEMENT OF OBTAINING FORM

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at [www.flintco.com](http://www.flintco.com), Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the Flintco, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the Flintco, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.
- **Certification of Nonsegregated Facilities:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Nonsegregated Facility and have read and understand my obligations under this policy.

Trade Contractor acknowledges obtaining a copy of and agrees to comply with CM policies and procedures related to Trade Contractor performance on the jobsite.

Total Demolition Services, LLC

Trade Contractor Name

  
Signature of Trade Contractor Representative

3/27/19  
Date

Return this signed form with your executed Trade.

## **DRAWINGS, SPECIFICATIONS & ADDENDA**

**Specifications:** Tulsa County Administration Building  
20180005  
Project Manual  
Volume 1 & 2  
12/20/2018

**Addenda:** Addendum #1 Dated 01/09/2019  
Addendum #2 Dated 01/17/2019  
Addendum #3 Dated 01/23/2019  
Addendum #4 Dated 02/06/2019

CM Clarification #1 Dated 01/14/2019  
CM Clarification #3 Dated 01/28/2019  
CM Clarification #4 Dated 02/11/2019

**Drawings:** As listed in Sheet Index on Sheet CS1 Cover Sheet  
Tulsa County Administration Building  
GH2 Architects  
Project #20180005  
12/20/2018 Construction Documents

## **SCHEDULE OF WORK**

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES. TRADE CONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. TRADE CONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CM AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name	Total Demolition Services LLC
Signature of Authorized Representative	Dylan Branstetter
Name of Authorized Representative (Print or Type)	Dylan Branstetter
Title of Authorized Representative	Estimator

Return this signed form with your executed subcontract.

Tulsa County "HQ" Administration Building Renovations



Bond # RCB0019671

**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):**

Total Demolition Services, LLC  
11600 W. Highway 33  
Guthrie, OK 73044

**SURETY (Name and Principal Place of Business):**

RLI Insurance Company  
PO Box 3967  
Peoria, IL 61612

**OWNER: Tulsa County Board of County Commissioners**

Tulsa County Administration Building  
500 South Denver Avenue  
Tulsa, Oklahoma 74103

**CONSTRUCTION CONTRACT**

Date: March 11, 2019

Amount: \$ 387,369.00

Description (Name and Location):

Tulsa County Administration Building Renovation, Project #HEADQ, 218 W. 6th St, Tulsa, OK 74119

**BOND:**

Date (Not earlier than Construction Contract Date): April 1, 2019

Amount: \$ 387,369.00

**CONTRACTOR (Representative):**

Signature: [Signature]

Name and Title: Terry Branstetter  
Managing Member

**SURETY (Representative):**

Signature: [Signature]

Name and Title: Kell Gorham Attorney-in-Fact



(FOR INFORMATION ONLY-Name, Address and Telephone)

**AGENT or BROKER:**

Frates Insurance & Risk Management  
13439 Broadway Extension, Ste. 200  
Oklahoma City, OK 73114  
405-290-5777

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

GH2 Architects  
320 S. Boston Ave., Ste. 100  
Tulsa, OK 74103

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.

Tulsa County "HQ" Administration Building Renovations



Bond # RCB0019671

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):**

Total Demolition Services, LLC  
11600 W. Highway 33  
Guthrie, OK 73044

**SURETY (Name and Principal Place of Business):**

RLI Insurance Company  
PO Box 3967  
Peoria, IL 61612

**OWNER: Tulsa County Board of County Commissioners**

Tulsa County Administration Building  
500 South Denver Avenue  
Tulsa, Oklahoma 74103

**CONSTRUCTION CONTRACT**

Date: March 11, 2019

Amount: \$ 387,369.00

Description (Name and Location): Tulsa County Administration Building Renovation, Project #HEADQ, 218 W. 6th St, Tulsa, OK 74119

**BOND:**

Date (Not earlier than Construction Contract Date): April 1, 2019

Amount: \$ 387,369.00

**CONTRACTOR (Representative):**

Signature: \_\_\_\_\_

Name and Title: Terry Branstetter  
Managing Member

**SURETY (Representative):**

Signature: \_\_\_\_\_

Name and Title: Kelli Gorham Attorney-in-Fact



(FOR INFORMATION ONLY-Name, Address and Telephone)

**AGENT or BROKER:**

Frates Insurance & Risk Management  
13439 Broadway Extension, Ste. 200  
Oklahoma City, OK 73114  
405-290-5777

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

GH2 Architects  
320 S. Boston Ave., Ste. 100  
Tulsa, OK 74103

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

**10.1Balance 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.

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

**10.3Contractor 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.

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



Bond # RCB0019671

Exhibit G  
Page 7 of 7

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

**KNOW ALL MEN BY THESE PRESENTS,**

That Total Demolition Services, LLC, as Principal and RLI 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 Three Hundred Eighty-Seven Thousand, Three Hundred Sixty Nine and 00/100---- Dollars (\$ 387,369.00) 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 March 11, 2019, for Tulsa County Administration Building Renovation, Project #HEADQ, 218 W. 6th St, Tulsa, OK 74119 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 1st day of April, 20 19 **PRINCIPAL:** Total Demolition Services, LLC

By: Teddy Blanstetter  
(Authorized Representative Printed Name)

(Authorized Representative Signature)

Managing Member  
(Authorized Representative Printed Title)

(Principal Corporate Seal)

ATTEST: [Signature]  
(Notarial Seal & Signature)



(Surety Corporate Seal)

**SURETY:** RLI Insurance Company

(Attorney-in-Fact Signature)

By: Kelli Gorham  
(Attorney-in-Fact Printed Name)

PO Box 3967  
(Surety Address)

Peoria, IL 61612-3967  
(City, State, Zip)

309-692-1000  
(Telephone)

(Email)



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Frank Smith, Richard Horton, Kelli Gorham, Janet Hampton, Allison Peer, Rachel Stephens, Sallie Denison, jointly or severally

in the City of Oklahoma City, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of November, 2018.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Barton W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 9th day of November, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 16th day of April.

By: Gretchen L. Johnigk  
Gretchen L. Johnigk Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Joan M. Stephenson  
Joan M. Stephenson Corporate Secretary





Board of County Commissioners

Tulsa County Administration Bldg.  
500 South Denver  
Tulsa, Oklahoma 74103-3832  
918.596.5000

STAN SALLEE  
DISTRICT 1  
918.596.5020

KAREN KEITH  
DISTRICT 2  
918.596.5015

RON PETERS  
DISTRICT 3  
918.596.5010

January 2, 2019

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivision of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karen Keith".

Karen Keith, Chairman  
Tulsa County Board of County Commissioners

KK:sl

Approved:

A handwritten signature in blue ink, appearing to read "Douglas A. Wilson".

Douglas Wilson  
Chief of the Civil Division

Note: Tulsa County's Federal Identification Tax Number 73-6006419



# Oklahoma Tax Commission

[www.tax.ok.gov](http://www.tax.ok.gov)

Date Issued: March 21, 2014

Letter ID: L0891154944

Taxpayer ID: \*\*-\*\*\*6419



TULSA COUNTY  
500 S DENVER AVE STE 120  
TULSA OK 74103-3832

AMY

## Oklahoma Sales Tax Exemption Permit Oklahoma State Government

**Non-Transferable**

68 Oklahoma Statutes 2002 Supp., Section 1356(1) Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

**Permit Number**

EXM-10028212-06

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS 5051 S 129TH EAST AVE TULSA OK 74134-7004	921190	7281	February 10, 2006	NON-EXPIRING

Thomas Kemp Jr., Chairman  
Jerry Johnson, Vice-Chairman  
Dawn Cash, Secretary-Member