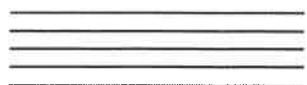

TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: February 27, 2019

FROM: Megan Blackford
Assistant Purchasing Director

TO: Board of County Commissioners

SUBJECT: Agreement- Custom Services, Inc.

Bids for the Courthouse Courtroom HVAC VRF System were opened on February 11, 2019 and the bid recommendation to Custom Services, Inc. was approved by the Board of County Commissioners on February 19, 2019, CMF#247037.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Building Operations and Custom Services, Inc. for the Courthouse Courtroom HVAC VRF System.

Respectfully submitted for your approval and execution.

MLB / arh

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



Tulsa County Contract for Project Performance

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

Custom Services, Inc.

Hereinafter called "Contractor". WITNESSETH:

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

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

Courthouse Courtroom HVAC VRF System

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

Phillips and Gomez

hereinafter referred to as "Engineer _____", which plans and specifications are on file in the office of the County Clerk at the Tulsa County Courthouse and are further identified as all the contract documents, blueprints, drawings and any addenda thereto and are hereby made a part hereof; all of which instruments shall be hereinafter referred to as "plans and specifications", which shall mean the plans, specifications, drawings, general conditions and any and all other instruments prepared and filed with the County Clerk in connection with this project. Notice to Bidders dated December 31, 2018, wherein the County called for bids as aforesaid, was published in the Tulsa World on January 3 and January 10, 2019, as appears more fully in the affidavit of the publisher, BH Media Group, a corporation, said affidavit being on file in the office of the County Clerk of Tulsa County Courthouse. Pursuant to advertisement for bids, the sealed bid proposal of Contractor was duly received and publicly opened on the date and at the time prescribed in the Notice to Bidders, in the County Commission Room, Tulsa County Courthouse, and bidder names read aloud as were all other bids duly received. The bid of Contractor is now on file in the County Clerk and is incorporated herein and made a part hereof by reference, as fully as if copied at length herein. By order and direction of the Board of County Commissioners of Tulsa County, Oklahoma, all bids received for this project were filed and examined to determine the lowest responsible bid therefore. Thereafter, on February 19, 2019, at a regular meeting of the Board of County Commissioners of Tulsa County, Oklahoma, the Contractor's bid was accepted as the lowest responsible bid for said construction. Contractor admits that he has visited the site of the project and that the plans and specifications are sufficient to accomplish their intended purposes, to which Contractor does agree and warrant. This contract, together with the plans and specifications, general conditions, Contractor's bid and any other documents hereinafter identified, constitutes the entire agreement between the parties hereto.

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

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

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

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

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

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

Eighty five thousand, seven hundred dollars and zero cents (\$85,700.00)

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

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

Thirty (30) days of delivery of equipment to Tulsa

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ day of _____, 20____.

ATTEST:

"COUNTY"
Board of County Commissioners
Tulsa County, Oklahoma

County Clerk

Chairman

APPROVED AS TO FORM:

Robert M. Fildes 2-27-19
Assistant District Attorney

ATTEST:

"CONTRACTOR"

Secretary

Larry Pearson
Contractor

By: *Larry Pearson* *plus consultant*
(Title) *Tulsa Nation Manager*
Board member

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

Larry Pearson of lawful age, being first duly sworn on oath says that (s) he is the agent authorized by Contractor to submit the above contract to the Board of County Commissioners of Tulsa County, Oklahoma. Affiant further states that Contractor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the County of Tulsa any money or other thing of value, either directly or indirectly, in the procuring of the contract.

Larry Pearson

Subscribed and sworn to before me this *28th* day of *February*, 20*19*.

Tiffany Hilton
Notary Public

My Commission Expires: *10/01/20*





Western Surety Company

PAYMENT BOND

Bond Number: 72128708

KNOW ALL PERSONS BY THESE PRESENTS, That we Custom Heating & Air Conditioning, Inc. of 901 S. 9th, Broken Arrow, OK 74012, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto County of Tulsa of 500 S. Denver, Tulsa, OK 74103, hereinafter referred to as the Obligor, in the sum of Eighty-Five Thousand Seven Hundred and 00/100 Dollars (\$ 85,700.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligor, dated _____ day of _____, _____, for Courthouse Courtroom HVAC VRF System

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 20th day of February, 2019

Custom Heating & Air Conditioning, Inc.
(Principal)

By [Signature] (Seal)

Western Surety Company
(Surety)

By [Signature]
MARSHA KAY MINES Attorney-in-fact





Western Surety Company

PERFORMANCE BOND

Bond Number: 72128708

KNOW ALL PERSONS BY THESE PRESENTS, That we Custom Heating & Air Conditioning, Inc. of 901 S. 9th, Broken Arrow, OK 74012, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto County of Tulsa of 500 S. Denver, Tulsa, OK 74103, hereinafter referred to as the Obligor, in the sum of Eighty-Five Thousand Seven Hundred and 00/100 Dollars (\$ 85,700.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligor, dated the _____ day of _____, _____, for Courthouse Courtroom HVAC VRF System

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligor from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

SIGNED, SEALED AND DATED this 20th day of February, 2019.

Custom Heating & Air Conditioning, Inc.
(Principal)

By *Laury Pusey* (Seal)

Western Surety Company
(Surety)

By *Marsha Kay Mines*
MARSHA KAY MINES Attorney-



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72128708

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MARSHA KAY MINES

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Custom Heating & Air Conditioning, Inc.

Obligee: County of Tulsa

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. 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."

If Bond No. 72128708 is not issued on or before midnight of April 25, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 20th day of February, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 20th day of February, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 20th day of February, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Tulsa County Purchasing

Statutory Defect Bond

61 O.S. 1991, Section 113 (B)(3)

KNOW ALL MEN BY THESE PRESENTS,

That Custom Heating & Air Conditioning, Inc. as Principal and WESTERN SURETY COMPANY a corporation organized under the laws of the State of South Dakota 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 Eighty Five Thousand Seven Hundred and no/100 Dollars (\$ 85,700.00) 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 _____, for Courthouse Courtroom Hvac VRF System _____ 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.

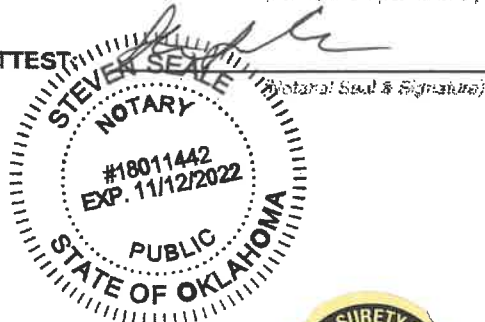
DATED this 20th day of February, 20 19

PRINCIPAL:

By: Larry Pierson
(Authorized Representative Printed Name)
Larry Pierson
(Authorized Representative Signature)
Install/Sales Manager
(Authorized Representative Printed Title)

(Principal Corporate Seal)

ATTEST:



SURETY: WESTERN SURETY COMPANY

Marsha Kay Mines
(Attorney-in-Fact Signature)
By: Marsha Kay Mines
(Attorney-in-Fact Printed Name)
151 North Franklin, 17th Floor
(Surety Address)
Sioux Falls, SD 57103-7046
(City, State, Zip)
605-336-0850
(Telephone)
mmines@hb-ok.com
(Email)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72128708

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MARSHA KAY MINES

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Custom Heating & Air Conditioning, Inc.

Obligee: County of Tulsa

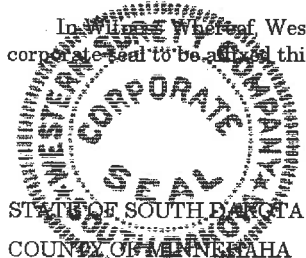
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. 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."

If Bond No. 72128708 is not issued on or before midnight of April 25, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

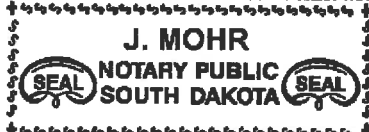
In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 20th day of February, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 20th day of February, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 20th day of February, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2019

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).

PRODUCER Brown & Brown of Oklahoma, Inc. 208 North Mill St		CONTACT NAME: Laura Bradshaw PHONE (A/C, No, Ext): (918) 825-3295 FAX (A/C, No): (888) 296-5431 E-MAIL ADDRESS: lbradshaw@bb-ok.com	
Prior OK 74361		INSURER(S) AFFORDING COVERAGE	
INSURED Custom Heating and Air Conditioning, Inc. Custom Services, Inc., Broken Arrow OK 74012		INSURER A: Employers Mutual Casualty Company INSURER B: CompSource Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21415 36188	

COVERAGES

CERTIFICATE NUMBER: 18/19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5A6439619	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E6439619	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J6439619	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	03217939 18 1	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			5C6439619	04/01/2018	04/01/2019	Lsd&Rntd 25,000

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

Board of county Commissioners of Tulsa County, Oklahoma are named as additional insured. There is a 30 Day Notice of Cancellation in favor of Board of county Commissioners of Tulsa County, Oklahoma.

CERTIFICATE HOLDER

CANCELLATION

Tulsa County, Oklahoma 500 South Denver 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
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The State of Oklahoma requires we inform you of the following:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.