

# City Contract

Version 4.6 released on 8/3/21



EVO119614

## CITY COUNCIL USE ONLY

Date Received: \_\_\_\_\_  
 Committee Date: \_\_\_\_\_  
 1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
 Committee: \_\_\_\_\_  
 Hearing Date: \_\_\_\_\_  
 2<sup>nd</sup> Agenda Date: \_\_\_\_\_

## CITY CLERK USE ONLY

☐ Scanned Date: 02.23.2023  
☐ Posted Item #: 2302.00362

All department items requiring Council approval must be submitted through the Mayor's Office.

## Primary Details

## Contract Phase

☐ New Contract ☐ Renewal ☐ Amendment ☒ Statutory Change Order ☐ Supplemental Documentation ☐ Quantity Adjustment ☐ Final Payment ☐ Permission to Continue ☐ Terminate/Cancel

## Board Approval

## Other Board Name

## City Council Approval

## Contract Number

Department  
 Engineering Services

Contact Name  
 Ryan McKaskle

Email  
 rmckaskle@cityoftulsa.org

Phone  
 918-596-9508

Vendor Name(s)  
 Ground Level, LLC.

Vendor Number  
 5592

Description (Subject)  
 Art. St. Rehab. and WL Repl. for 36th St. N. - MLK Jr Blvd to Peoria Ave.

Contract Type  
 Public Const Proj

Contract Subtype  
 PI/CP SCO COT

Bid/Project Number  
 144200 TMUA-W 15-04 SWD  
 10669

Contract Amount  
 \$28,125.70

## Budget

## Contract Funding Type

☐ No Payment Involved  
☒ Revenue Contract  
☐ Expense Contract

## Funding Source(s)

148130.AssetPlan.5451501.405.4055422-541101: \$28,125.70  
**TOTAL:** \$28,125.70

## Approvals

Department: \_\_\_\_\_

Legal: \_\_\_\_\_

Board: \_\_\_\_\_

Mayor: \_\_\_\_\_

Other: \_\_\_\_\_

Date: 01.18.23

Date: 02-17-23

Date: FEB 22 2023

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Policy Statement

## Background Information

CHANGE ORDER DESCRIPTION AND JUSTIFICATION: Change Order No. 2 to Contract No. 136222, between the City of Tulsa and Ground Level, LLC., for Project No. 144200, TMUA-W 15-04, SWD 10669, in the amount of \$28,125.70 and 0 Calendar Days is necessary to provide stamped sidewalk panels, bearing the logo of the Phoenix District, to a maximum quantity of 20. At the close of this project, the Phoenix stamp will become property of the City of Tulsa.

## Summation of the Requested Action

Request Approval of Change Order No. 2

## Other Pertinent Details

Council District 1, 36th St. N. from MLK Jr. Blvd to Peoria

## Processing Information for City Clerk's Office

## Post Execution Processing

☐ Mail vendor copy (add'l signature copies attached)  
☐ Must be filed with other governmental entity  
☐ Add'l governmental entity approval(s) required

## Additional Routing and Processing Details

CITY OF TULSA  
CHANGE ORDER NO. 2  
BOND NO. LICX1166568  
CONTRACT NO. 136222  
PROJECT NO. 144200, TMUA-W 15-04, SWD 10669  
ARTERIAL STREET REHABILITATION AND WATERLINE REPLACEMENT FOR  
36TH ST. NORTH FROM MLK JR. BLVD TO PEORIA

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CHANGE ORDER DESCRIPTION AND JUSTIFICATION: Change Order No. 2 to Contract No. 136222, between the CITY OF TULSA and GROUND LEVEL, LLC, for Project No. 144200, TMUA-W 15-04, SWD 10669, in the amount of \$28,125.70 and 0 Calendar Days is necessary to provide stamped sidewalk panels, bearing the logo of the Phoenix District, to a maximum quantity of 20. At the close of this project, the Phoenix stamp will become the property of the City of Tulsa.

Decrease in Contract Price:

Increase in Contract Price: \$28,125.70

Net Change in contract Amount: \$28,125.70

DESCRIPTION OF CHANGES:

Original contract amount was:	\$4,906,341.00
Net dollar increase by previous Change Order:	\$159,174.74
Net percent increase by previous Change Order:	3.24%
Contract amount prior to this Change Order:	\$5,065,515.74
Contract sum is increased by this Change Order:	\$28,125.70
This Change Order is a percentage increase of:	0.57%
Contract amount including this Change Order:	\$5,093,641.44
The total dollar increase including this Change Order:	\$187,300.44
The percentage increase including this Change Order:	3.82%
Contract time prior to this Change Order:	870 Calendar Days
Contract time will be increased by:	0 Calendar Days

IN TESTIMONY WHEREOF, the parties hereto have caused this Change Order to be executed by their duly authorized officers or representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(to be dated by City Clerk upon approval)

CITY OF TULSA  
A municipal corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

*Asst.* Walter Walker  
City Attorney

[Signature]  
City Engineer

[Signature]  
Architect/Engineer

APPROVED BY CITY COUNCIL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

CONTRACTOR:  
Ground Level, LLC

By: Justin Friesen

Printed Name: JUSTIN FRIESEN

Title: MANAGING MEMBER

Date:

ATTEST:

[Signature] 10-31-22  
Corporate Secretary (SEAL) Date

SURETY:

Lexon Insurance Company

By: S-McCg Jr.

Printed Name: Sean McCauley, Jr

Date: October 31, 2022

Attorney-in-Fact (SEAL)  
(Attached Power of Attorney)

(Date must match Power of Attorney)



Engineering Services Department  
**MEMORANDUM**

**DATE:** 8/22/22

**SUBJECT: CHANGE ORDER NO. 2**

**Contract:** 136222  
**Project:** 144200, TMUA-W 15-04, SWD 10669  
**Project Title:** ARTERIAL STREET REHABILITATION AND WATERLINE  
REPLACEMENT FOR  
36TH ST. NORTH FROM MLK JR. BLVD TO PEORIA

Original Contract Amount:	\$ 4,906,341.00
Change Order No. 1 Amount:	\$ 159,174.74
Change Order No. 1 Percent:	3.24%
Change Order No. 2 Amount:	\$ 28,125.70
Change Order No. 2 Percent:	0.57%
New Contract Amount:	\$ 5,093,641.44
Total of Change Order Amounts:	\$ 187,300.44
Total Change Order Percent:	3.82%
Original Contract Time (Calendar Days):	450
Change Order No. 1 Time Added (Calendar Days):	420
Change Order No. 2 Time Added (Calendar Days):	0
New Contract Time (Calendar Days):	870

**CHANGE ORDER NO. 2 Consists of the Following:**

As part of efforts to enhance the corridor and set it apart as part of the Phoenix District, embossed sidewalk panels bearing the Phoenix District logo have been requested for installation at a maximum of 20 locations.

Contractor has proposed a cost of \$28,125.70 to procure the Phoenix stamp, construct the requested stamped sidewalk panels, and turn over the stamp to the City at the close of the project.



**COST BREAKDOWN FOR ALLOWANCE AUTHORIZATION**

Contract No.: 136222  
 Project No.: 144200  
 Contractor: Ground Level, LLC

Date: 08/15/22

**Description of Work:****Materials:**

Items	Units	Cost	Quantity	Amount
Phoenix Stamp	EA	\$ 4,267.00	1.00	\$4,267.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub-Total				\$4,267.00
10% Overhead				\$426.70
10% Profit				\$426.70
Total				\$5,120.40

**Labor:**

Job Title	Rate/Hr.	Total Hrs.	Amount
Up to 20 stamps	\$ 200.00	80.00	\$16,000.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Sub-Total			\$16,000.00
15% Overhead			\$2,400.00
10% Profit			\$1,600.00
Total			\$20,000.00

**Payroll Additives:**

Item	% of Labor	Amount
Bonds (Total of Items 1, 2 & 3 Less O&P)	1.00%	
Insurance (Item 1 Less O&P)	Actual	
Workers Comp	Actual	
Unemployment Insurance (Item 1 Less O&P)	3.80%	\$608.00
Social Security Tax (Item 1 Less O&P)	7.65%	\$1,224.00
Emp. Fringe Benefits (Item 1 Less O&P)	20.00%	\$3,200.00
Total		\$5,032.00

**Equipment:**

Type	Cost/Hr.	Total Hrs.	Amount
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Sub-Contractor Cost	\$0.00
Mark-up On Sub-Contractor (10%)	\$0.00
Contractor Cost	\$25,299.00
Contractor Profit	\$2,826.70
Contractor Total	\$28,125.70

Total Lump Sum Cost for Work Described	\$28,125.70
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If Not Lump Sum, Cost Per Unit	Total Cost	
	Quantity	

  
 Contractor's Signature





**SOMPO INTERNATIONAL**

INSURANCE

# POWER OF ATTORNEY

15524

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Sean McCauley, Jr., Claudia Nuñez, Benjamin K. Farley, Sam Duckett, Katie Rooney, Bridget Truxillo as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 31st day of October, 2022

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



Oklahoma License #: 860778  
NAIC #: 13307

## State of Oklahoma



Oklahoma Insurance Department  
3625 NW 56th Street, Suite 100  
Oklahoma City, Oklahoma 73112

Whereas, the **LEXON INSURANCE COMPANY**, a company organized under the laws of **Texas**, and located at 701 BRAZOS ST STE 1500, AUSTIN, TX, 78701-3293, having complied with the applicable laws of Oklahoma, is hereby licensed and authorized to transact the business of:

**Accident & Health**

**Casualty (including vehicle)**

**Casualty (vehicle only)**

**Marine**

**Property**

**Surety (including bail)**

**Workers Compensation**

*This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the company fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.*



IN TESTIMONY WHEREOF, I have hereunto set my Hand and affixed the Official Seal of the Insurance Commissioner at the City of Oklahoma City, State of Oklahoma, this 2nd day of May, 2012.

A handwritten signature in black ink, reading "John D. Doak".

**John D. Doak**  
Insurance Commissioner

# NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF OKLAHOMA  
COUNTY OF TULSA )SS.  
)

I, Justin Friesen, of lawful age, being first duly sworn, state that:  
(Authorized Agent)

1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service ["Services Provider"] herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the awarding of such contract; and
3. Neither the Services Provider nor anyone subject to the Services Provider's direction or control has been a party:
  - a. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - b. in any discussions between Services Provider and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Managing / Member

Subscribed and sworn to before me this 31 day of OCTOBER 2022

Jason Edwards  
Notary Public

My Commission Expires: 3-3-26

Notary Commission Number: 22002955

County & State Where Notarized: TULSA, OKLAHOMA



The Affidavit must be signed by an authorized agent and notarized.



## INTEREST AFFIDAVIT

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

I, Justin Friesen, of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ["Services Provider"] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

NONE

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Managing / member

Subscribed and sworn to before me this 31 day of OCTOBER 2022

Jason Edwards  
Notary Public

My Commission Expires: 3-3-26

Notary Commission Number: 22002955

County & State Where Notarized: TULSA, OKLAHOMA



The Affidavit must be signed by an authorized agent and notarized.

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA

COUNTY OF TULSA

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.


By:   
Signature

Name: Justin Friesen

Company: Ground Level LLC.

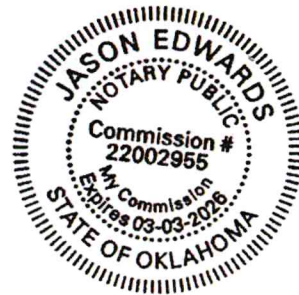
Title: Managing / member

Subscribed and sworn to before me this 31 day of OCTOBER, 2022.

  
Notary Public

My Commission Expires: 3-3-26

Notary Commission Number: 22002955









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2022

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> <b>HOMETOWN INSURANCE</b> 10314 N. 138th E. Ave. Ste. 104 Owasso, OK 74055		<b>CONTACT NAME:</b> Rhonda Botts <b>PHONE (A/C, No, Ext):</b> (918)376-4940 <b>E-MAIL ADDRESS:</b> rhonda@bottinsagency.com <b>FAX (A/C, No):</b> (918)376-4945	
<b>INSURED</b> Ground Level, LLC 1250 W 420 Rd Adair, OK 74330		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> National Fire Insurance Company of Hartford <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20443 20478	

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

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


INSR LTR	TYPE OF INSURANCE	ADDL 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		6057110270	3/30/2022	3/30/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <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			6057110267	3/30/2022	3/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			6057110284	3/30/2022	3/30/2023	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6057110298	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$ <b>1,000,000</b> E L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Equipment leased short term			6057110270	3/30/2022	3/30/2023	rented equipment \$ <b>300,000</b> limit per item per occurrence \$ <b>600,000</b>

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

Project No. 144200, TMUA-W 15-04, SWD 10669 CONSTRUCTION PLANS FOR ARTERIAL STREET REHABILITATION AND WATER LINE REPLACEMENT FOR 36TH ST. NORTH FROM MLK JR BLVD TO PEORIA

## CERTIFICATE HOLDER

## CANCELLATION

City of Tulsa 175 E. 2nd St. 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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<b>INSURED</b>  City of Tulsa 175 E 2nd St Tulsa, OK 74103	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Casualty Company	20443	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Continental Casualty Company	20443																				
INSURER B:																						
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INSURER E:																						
INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y		OCP6081175100	5/21/2022	5/21/2023	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

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

Ground Level, LLC, contractor

30 Day Notice of Cancellation applies except for 10 day notice for non-payment of premium.

Project No. 144200 for 36th St. N., from MLK Jr. Blvd to Peoria.

**CERTIFICATE HOLDER****CANCELLATION**City of Tulsa  
175 E. 2nd St.  
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

*Rhonda Botts*

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