

City of Lawton INVITATION TO BID AND CONTRACT

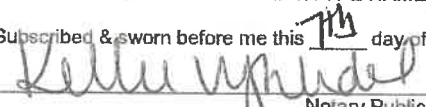
| | | | |
|---|--|---|-------------------------------|
| MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501 | | DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton | |
| Date Bid Typed: January 20, 2025 | Dates Bid Advertised: January 22, 2025 | No Bids Received After: February 19, 2025 2:00pm | |
| Contract Number and Title: CL25-019 Nuisance Abatement | | Requirements-type Contract: Contract Period: 12 months | |
| The Bid Opening and Pre-Bid Conference are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501. | | Mandatory Pre-Bid Conference: January 31, 2025 at 3:00pm | |
| Vendor Name and Point of Contact: Green Machine Lawns, Inc. / Seth Callen | | Reason for No Bid: N/A | |
| Mailing Address: 429 SW 80th St. Lawton, OK 73505 | | Terms: | |
| City: | State: | Zip: | Delivery: In person |
| Area Code and Phone Number: 580-284-9049 | | Email Address: devilsclawranch@gmail.com | |
| Federal Employer Identification Number or Social Security Number 87-4684931 | | | |

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Joseph Seth Callen of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. 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, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.


 SIGNATURE OF AUTHORIZED AGENT
Joseph Seth Callen / Owner, CEO
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 17th day of February, 2025

 Notary Public
 My Commission expires: Jan 21, 2029

Firm: Green Machine Lawns, Inc.
 Address: 429 SW 80th St.
Lawton, OK 73505
 (City, State, Zip)
 Phone: 580-284-9049





CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-019
Contract Number

Green Machine Lawns, Inc
Name of Contractor (Print)

2-7-25
Date

[Signature]
Signature, Member of Firm or Officer of Corporation

Owner / CEO
Title

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKlahoma

SS

COUNTY OF Comanche

The undersigned (architect, contractor, supplier or engineer), 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 plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Green Machine Lawns, Inc
Business Name / Contractor Name

[Signature]
Signed
Print: Joseph Seth Callen

Attested to before me this 7th day of February 2025.

[Signature]
Notary Public

My Commission Expires January 21 2029

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

CL25-019

Bid Title: Nuisance Abatement

DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: Green Machine Lawn, Inc.
(PLEASE COMPLETE ABOVE INFORMATION)

Price Bid

(THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID)

Bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.

PRICE PER HOUR: \$ 60

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents, such as descriptive literature.
5. WARRANTY: N/A

If there are any questions pertaining to the attached specifications, please contact Joshua White, Neighborhood Services Division, at 580-581-3371 or Joshua.white@lawtonok.gov.

Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/17/2025

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328 | CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No.): | |
| | E-MAIL ADDRESS: contact@hiscox.com | |
| INSURED GREEN MACHINE LAWN INC 429 SW 80th St Lawton, OK 73505-6442 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Hiscox Insurance Company Inc | NAIC # 10200 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | 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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | P103.403.914.1 | 06/07/2024 | 06/07/2025 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | 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 | | | | PER STATUTE OTH-ER 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)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Pursuant to Attorney General Opinion #07-8, the exemption from the Workers' Compensation Act provided for in 85 O.S. 2011, § 311.5 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.

STATE OF Oklahoma)
) ss
COUNTY OF Cavanche)

Project Name: _____
CAP Project No.: _____

I, the undersigned, am exempt from the Oklahoma Workers' Compensation Act and hereby waive any claim against the State of Oklahoma, including but not limited to, the Construction and Properties Department of the Office of Management and Enterprise Services, Division of Capital Assets Management and the using agency, and/or their agents, and I assume all responsibility for accidents, injuries or losses incurred by me or one of my employees, subcontractors or suppliers while in connection with any activity conducted with performance of the contract for construction, thereby releasing the aforesaid from any responsibility under the Workers' Compensation laws of the State of Oklahoma.

Claimed Exemption:

Title 85, Section 311.5

Other: _____

Green Machine Lawns, Inc.
(Company Printed Name)

Is this a "Doing Business As?" Yes No

429 SW 80th St.
(Street Address)

Lawton, OK 73505
(City, State, Zip)

[Signature]
(Authorized Representative Signature)

Subscribed and sworn to before me this 17th day of February, 2025

Joseph Seth Callen
(Authorized Representative Printed Name)

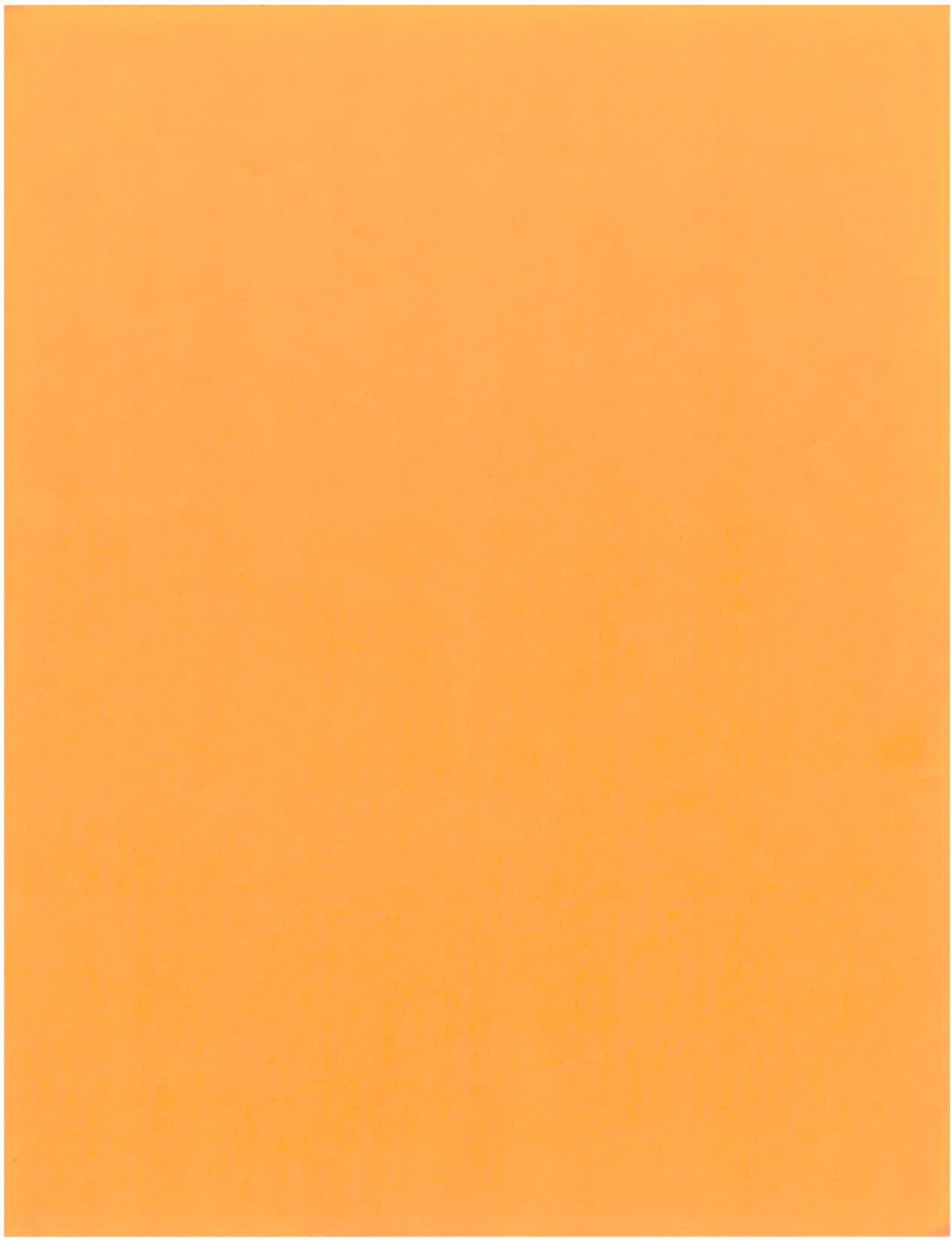
[Signature]
(Signature of notarial officer)

Owner/CEO
(Authorized Representative Printed Title)

My Commission Expires: 1/21/29

My Commission #: 25000720





City of Lawton INVITATION TO BID AND CONTRACT

| | | | |
|--|--|---|--------------------------------------|
| MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501 | | DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton | |
| Date Bid Typed: January 20, 2025 | Dates Bid Advertised: January 22, 2025 | No Bids Received After: February 19, 2025 2:00pm | |
| Contract Number and Title: CL25-019 Nuisance Abatement | | Requirements-type Contract: | Contract Period: 12 months |
| The Bid Opening and Pre-Bid Conference are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501. | | Mandatory Pre-Bid Conference: January 31, 2025 at 3:00pm | |
| Vendor Name and Point of Contact: FdW Tree Company | | Reason for No Bid: | |
| Mailing Address: 1 Misty Glen Dr. | | Terms: | |
| City: Chickasha State: OK Zip: 73018 | Delivery: | | |
| Area Code and Phone Number: 580-678-1001 | Email Address: | | |
| Federal Employer Identification Number or Social Security Number 87-1255801 | | | |

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

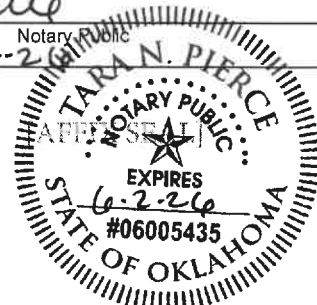
AFFIDAVIT: STATE OF OK COUNTY OF Comanche

Dillon White of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. 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, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: FdW Tree Company
 Address: 1 Misty Glen Dr.
Chickasha, OK, 73018
 (City, State, Zip)
 Phone: 580-678-1001

Dillon White
 SIGNATURE OF AUTHORIZED AGENT
Dillon White - Owner
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 19 day of Feb, 2025.
Jared Pierce
 Notary Public
 My Commission expires: 6-2-26





CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL 25-019
Contract Number

F d W Tree Company
Name of Contractor (Print)

2-19-25
Date

Dillon White
Signature, Member of Firm or Officer of Corporation

Co-Owner
Title

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OK

SS

COUNTY OF Comanche

The undersigned (architect, contractor, supplier or engineer), 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 plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Fed W Tree Company
Business Name / Contractor Name

Dillon White
Signed

Print : Dillon White

Attested to before me this 19 day of Feb 2025.

Tara N. Pierce
Notary Public

My Commission Expires 6-2 2026

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

CL25-019

Bid Title: Nuisance Abatement

DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: FdW Tree Company
(PLEASE COMPLETE ABOVE INFORMATION)

Price Bid

(THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID)

Bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.

PRICE PER HOUR: \$ 150

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents, such as descriptive literature.
5. WARRANTY: N/A

If there are any questions pertaining to the attached specifications, please contact Joshua White, Neighborhood Services Division, at 580-581-3371 or Joshua.white@lawtonok.gov.

Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.



Workers Compensation and Employers Liability Insurance Policy

Information page

1. Policyholder information

F&W Tree Company
507 W Harper
Fletcher, OK 73541
580-678-1001

Policy number: 03466166 25 1

FEIN: 87-1255801

ARD: 02/23

Other workplace(s) not shown above:
See Extension of information page

**Agency
information:**

Carrier number: 19976

Business type: LLC

ID number:

Oklahoma Farm Bureau Ins Agents Inc
Christa Rae Warren
2501 N Stiles Avenue
Oklahoma City, OK 73105

2. Policy period

The policy period is from 02/23/2025 to 02/23/2026 at 12:01 a.m. Central Standard Time (CST).

3A. Workers' compensation insurance

Includes Part One of the policy and applies to the workers' compensation law of the state of Oklahoma.

3B. Employers' liability insurance

Part Two of the policy applies to work in the State of Oklahoma. Limits of our liability under Part Two:

- Bodily injury by accident - \$100,000.00 each accident
- Bodily injury by disease - \$100,000.00 each employee
- Bodily injury by disease - \$500,000.00 policy limit

3C. Other states insurance

Part Three of the policy applies to the states listed here, if any. None, except as shown in Part 3A.

3D. This policy includes these Endorsements and Schedules - See extension of information page.

4. Premium

The premium for this policy will be determined using our manuals of rules, classifications rates and rating plans. All information required below is subject to verification and change by audit.

| | |
|--------------------------|------------|
| Estimated annual premium | \$1,000.00 |
| Deposit premium | \$0.00 |
| Report/Billing type | Annual |
| Minimum premium | \$1,000.00 |
| Agent commission | \$10.00% |



Extension of information page- Item 4: Premium
 Policy number: 03466166 25 1

This is not a bill. You will receive a separate billing statement.

| <u>Loc #</u> | <u>Code #</u> | <u>Classification</u> | <u>Premium Basis Total Estimated Annual Remuneration</u> | <u>Rate per \$100 of Remuneration</u> | <u>Estimated Annual Premium</u> |
|--------------|---------------|---|--|---|---|
| 1 | 9102 | LAWN MAINTENANCE-COMMERCIAL OR DOMESTIC & DRIVERS IF ANY | | 3.73 | \$0.00 |

Classification code effective 02/23/2025, expiration date: 02/23/2026

| | | | | | |
|---|------|--|--|------|--------|
| 1 | 0106 | TREE PRUNING & REMOVAL-ALL OPERATIONS & DRIVERS-NATURAL CATASTROPHE IF ANY | | 7.77 | \$0.00 |
|---|------|--|--|------|--------|

Classification code effective 02/23/2025, expiration date: 02/23/2026

| | |
|--|-------------------|
| Standard premium | \$0.00 |
| Increased limits factor % | \$0.00 |
| Experience Modification of N/A applied, effective 02/23/2025 | \$0.00 |
| Premium discount | \$0.00 |
| Terrorism premium | \$0.00 |
| Catastrophe premium | \$0.00 |
| Expense constant | \$200.00 |
| Estimated annual premium | \$1,000.00 |

Countersigned by: 



Extension of information page- Item 3D: This policy includes these endorsements and schedules
Policy: 03466166 25 1 F&W Tree Company

Schedule of endorsements

| <u>Endorsement</u> | <u>Effective date</u> | <u>Expiration date</u> |
|---|-----------------------|------------------------|
| Renewal Information Page - Policy (UN130 12 17) | 02/23/2025 | 02/23/2026 |
| Notification of Change in Ownership Endorsement (WC 00 04 14 A) | 02/23/2025 | 02/23/2026 |
| Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement (WC 00 04 21 F) | 02/23/2025 | 02/23/2026 |
| Audit Noncompliance Charge Endorsement (WC 00 04 24) | 02/23/2025 | 02/23/2026 |
| Notification Of Settlement (WC 99 06 04) | 02/23/2025 | 02/23/2026 |
| Participating Endorsement Sliding Scale Dividend Plan (WC 99 06 29) | 02/23/2025 | 02/23/2026 |
| Ok Employers Liability Intentional Tort Exclusion (WC 35 03 03) | 02/23/2025 | 02/23/2026 |
| Oklahoma Fraud Warning Endorsement (WC 35 06 03) | 02/23/2025 | 02/23/2026 |
| Final Premium Amendatory Endorsement (WC 99 03 22) | 02/23/2025 | 02/23/2026 |
| Premium Amendatory Endorsement (WC 99 03 24) | 02/23/2025 | 02/23/2026 |
| Partners, Officers And Others Exclusion Endorsement (WC 00 03 08) | 02/23/2025 | 02/23/2026 |
| Premium Due Date Endorsement (WC 00 04 19 A) | 02/23/2025 | 02/23/2026 |
| Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C) | 02/23/2025 | 02/23/2026 |
| Oklahoma Employers Liability Amended Coverage Endorsement (WC 35 03 02) | 02/23/2025 | 02/23/2026 |
| Other States Insurance Endorsement (WC 99 06 18) | 02/23/2025 | 02/23/2026 |



Extension of information page- Item 3D: This policy includes these endorsements and schedules
Policy: 03466166 25 1 F&W Tree Company

Schedule of endorsements

| <u>Endorsement</u> | <u>Effective date</u> | <u>Expiration date</u> |
|--|-----------------------|------------------------|
| Oklahoma Cancellation, Nonrenewal and Change Endorsement (WC 35 06 01 F) | 02/23/2025 | 02/23/2026 |
| Covered Locations (WC 99 03 06) | 02/23/2025 | 02/23/2026 |
| Policy Jacket (WC 00 00 00 C) | 02/23/2025 | 02/23/2026 |
| Audit Amendatory Endorsement (WC 99 03 23) | 02/23/2025 | 02/23/2026 |
| Venue Amendatory Endorsement (WC 99 03 25) | 02/23/2025 | 02/23/2026 |

For an explanation of endorsements, refer to your previous policy and any amendments thereto.



Extension of information page- Item 1: Policyholder information
Policy number: 03466166 25 1

Schedule of named insured

Business Name: F&W Tree Company
Address: 507 W Harper Fletcher, OK 73541
Tax ID or FEIN: 87-1255801

Schedule of officers/shareholders

| Owner Officer Name | Title/Relationship | Ownership% | Active | Covered |
|---------------------------|---------------------------|-------------------|---------------|----------------|
| Tucker White | Other | 50.0% | Yes | No |
| Dillon White | Other | 50.0% | Yes | No |



Extension of information page - Item 1: Policyholder information
Policy number: 03466166 25 1

Schedule of locations

Location:1 507 W Harper
 Fletcher, OK 73541

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee; or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;

10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;

11. Fines or penalties imposed for violation of federal or state law; and

12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

(Ed. 1-15)

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

| | | |
|-----------------|-----------------|--------------------------|
| | Schedule | |
| Partners | Officers | Others |
| | | Tucker White, Other, 50% |
| | | Dillon White, Other, 50% |

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 02/23/2025
Insured F&W Tree Company

Policy No. 03466166 25 1

Endorsement No.
Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by



90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

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 02/23/2025
Insured F&W Tree Company

Policy No. 03466166 25 1

Endorsement No.
Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by _____



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(Ed. 1-19)

Part Five—Premium Amendatory Endorsement

This endorsement amends Part Five—Premium of the policy as follows:

Part Five—Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five—Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

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 02/23/2025
Insured
F&W Tree Company

Policy No. 03466166 25 1

Endorsement No.
Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by



Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

| State | Rate | Premium |
|-------|------|---------|
|-------|------|---------|

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 02/23/2025
 Insured
 F&W Tree Company

Policy No 03466166 25 1

Endorsement No.
 Premium

Insurance Company
 CompSource Mutual Insurance Company

Countersigned by



Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

| | Schedule | |
|--------------|-----------------|----------------|
| State | Rate | Premium |

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 | 02/23/2025 | Policy No | 03466166 25 1 | Endorsement No. |
| Insured | | | | Premium |
| F&W Tree Company | | | | |

Insurance Company
CompSource Mutual Insurance Company

Countersigned by



AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five - Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following :

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 - Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

| State(s) | Basis of Audit Noncompliance Charge | Maximum Audit Noncompliance Charge Multiplier |
|----------|-------------------------------------|---|
| Oklahoma | Estimated Annual Premium | 2 |

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 02/23/2025
 Insured F&W Tree Company
 Insurance Company
 CompSource Mutual Insurance Company

Policy No. 03466166 25 1
 Countersigned by

Endorsement No.
 Premium



OKLAHOMA EMPLOYERS LIABILITY AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Oklahoma is shown in Item 3.A. of the Information Page.

1. Section B. **We Will Pay** is replaced by the following:

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

- 1. for which you are liable to a third party by reason of a claim or suit against you by the third party to recover the damages claimed against such third party as a result of injury to your employee; and
- 2. for care and loss of services.

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 02/23/2025

Policy No. 03466166 25 1

Endorsement No.

Insured F&W Tree Company

Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by



OKLAHOMA EMPLOYERS LIABILITY INTENTIONAL TORT EXCLUSION ENDORSEMENT

Part Two—Employers Liability Insurance, C—Exclusions, 5. is replaced by the following:

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you, or bodily injury that you knew or should have known was substantially certain to occur from an act caused, committed, or aggravated by you;

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 02/23/2025
Insured F&W Tree Company

Policy No 03466166 25 1

Endorsement No.
Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by



OKLAHOMA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement applies to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition in Part Six (Conditions) of the policy is replaced by the following condition:

D. Cancellation

1. You may cancel this policy. You must mail or deliver to us not less than 30 days advance written notice stating when the cancellation is to take effect. Cancellation of coverage will be effective at 12:01 a.m. thirty (30) days after the date the cancellation notice is received by us, unless a later date is specified in the notice to us. You may cancel this policy effective less than 30 days after written notice is received by us where you have obtained other coverage or have become a self-insurer.
2. We may cancel this policy. We will mail to you advance written notice stating when the cancellation is to take effect.
 - a. At any time during the policy period, we may cancel for nonpayment of premium. If we cancel for nonpayment of premium, we will mail notice of cancellation to you and to the Workers Compensation Commission at least 10 days before the cancellation is to take effect.
 - b. If we cancel this policy for a reason other than nonpayment of premium, we will mail notice of cancellation to you and to the Workers Compensation Commission at least 30 days before the cancellation is to take effect.
 - c. If this policy has been in effect for more than 45 business days or is a renewal policy, we may cancel for only one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
 - (3) Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
 - (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - (6) A determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state;
 - (7) Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - (8) Loss of or substantial changes in applicable reinsurance.
3. Mailing notice of cancellation to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in the cancellation notice.
5. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

Part 6 (Conditions) of the policy is amended by adding the following provisions:

F. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to you at least 45 days before:
 - a. The expiration date of this policy; or
 - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to you at the mailing address shown in Item 1 of the Information Page. If notice is mailed:
 - a. It will be considered to have been given to you on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.

(Ed. 2-14)

3. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
4. We will not provide notice of nonrenewal if:
 - a. We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
5. If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

G. Notice of Premium or Coverage Changes Upon Renewal

1. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to you, at the mailing address shown in Item 1 of the Information Page.
2. Any such notice will be mailed or delivered to you at least 45 days before:
 - a. The expiration date of this policy; or
 - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
3. If notice is mailed:
 - a. It will be considered to have been given to you on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.
4. If you accept the renewal, the premium increase or deductible, limits or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
5. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of:
 - a. 45 days after notice is given; or
 - b. The effective date of replacement coverage obtained by you.
6. If you then elect not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
7. We will not provide notice of the following:
 - a. Changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
 - b. Changes based upon the altered nature or extent of the risk insured; or
 - c. Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

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 02/23/2025

Policy No. 03466166 25 1

Endorsement No.

Insured F&W Tree Company

Premium

Insurance Company
CompSource Mutual Insurance Company

Countersigned by



OKLAHOMA FRAUD WARNING ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Oklahoma is shown in Item 3.A. of the Information Page.

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.

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 02/23/2025 | Policy No 03466166 25 1 | Endorsement No. |
| Insured F&W Tree Company | | Premium |

Insurance Company
CompSource Mutual Insurance Company

Countersigned by





Workers Compensation and Employer Liability Insurance Policy

Covered Location(s) Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

This endorsement amends "General Section -- E. Locations" of your Workers' Compensation and Employers' Liability Insurance policy (form number WC 99 03 06). This policy covers:

1. All of your workplaces listed in Items 1 or 4 of the Information Page and the Schedule of Locations shown on your Extension of Information Page;
2. Any businesses listed on the Schedule of Named Insured Extension of Information Page on the policy;
3. All other workplaces in the State of Oklahoma unless you have other insurance or are self-insured for such workplaces.

As a condition of the contract of insurance, it is the responsibility of the insured to notify CompSource Mutual Insurance Company of any additions or deletions to the locations shown on your policy. Failure to notify CompSource Mutual Insurance Company of additional location(s) or additional business location(s) will constitute grounds for denial of claims arising at such location(s).



Workers Compensation and Employers' Liability Insurance Policy

Final Premium Amendatory Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

The following amends the policy: Part Five, Premium

Section E is amended to read:

E. Final Premium

The final premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, the credit amount will be applied first to any outstanding premium. You may elect to have any balance remaining refunded to you. In the absence of a written request for a refund, the balance will be maintained as a credit on your account. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.



Workers Compensation and Employers Liability Insurance Policy

Audit Amendatory Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

The following amends the policy: Part Five, Premium

Section G is amended to read:

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision. Audits cannot be contested unless we receive, within 180 days of cancellation or expiration date, a written request defining and/or documenting the reason for contesting the audit.



Workers Compensation and Employers Liability Insurance Policy

Premium Amendatory Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

The following adds to the policy: Part Five, Premium

H. **Deposit**

The deposit placed with CompSource Mutual Insurance Company at the inception of this policy or at any renewal thereof by policyholder is to be retained by CompSource Mutual Insurance Company until after final audit is closed after the termination of this policy. After the final audit, said deposit will be applied toward payment of any past due premium determined by the final audit. It will not be applied to any amounts due CompSource Mutual Insurance Company from the policyholder until that time.



Workers Compensation and Employers Liability Insurance Policy

Venue Amendatory Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

The following amends the policy: Part Six, Conditions

The following is added to the policy:

H. Venue

Venue for dispute of the terms, conditions or requirements, or the interpretation of the terms, conditions or requirements of this policy shall be in the District Court of Oklahoma County, Oklahoma



Workers Compensation and Employers Liability Policy

Notification of Settlement

Business name: F&W Tree Company
Policy number: 03466166 25 1

Title 85 et. al. provides:

A good faith effort shall be made on the part of any insurance carrier, CompSource Mutual Insurance Company, or group self-insured plan to notify an insured employer of the possibility of, and/or terms of, any settlement of a workers' compensation case pursuant to this section. Written comments or objections to settlements shall be filed with the Workers' Compensation Commission and periodically shared with the management of the applicable insurer. A written notice shall be made to all policyholders of their right to a good faith effort by their insurer to notify them of any proposed settlement, if the policyholder so chooses.

CompSource Mutual Insurance Company will automatically notify you, in writing, of any settlement in the Oklahoma Workers' Compensation Commission or any other court of competent jurisdiction in another state.



Workers Compensation and Employer Liability Insurance Policy

Other States Insurance Endorsement

Policy number: 03466166 25 1

Effective date: 02/23/2025

Expiration date: 02/23/2026

"Part Three-Other State Insurance" of the policy is replaced by the following:

Part Three Other States Insurance

A. How this insurance applies

- I. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page and;
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (I) you have other workers compensation insurance coverage, or (II) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (III) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
- II. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
- III. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

Important Notice!

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.



Workers Compensation and Employers Liability Insurance Policy

Participating Endorsement Sliding Scale Dividend Plan

Policy number: 03466166 25 1
Effective date: 02/23/2025
Expiration date: 02/23/2026

You may be entitled to a portion of the company's earnings in the form of a dividend to such extent and upon such conditions as shall be determined by CompSource Mutual's Board of Directors and in accordance with applicable law. To be eligible:

1. This policy must have a term completed in the 12 months prior to the record date (as determined by CompSource Mutual's Board of Directors); and
2. This policy must be in force as of the record date and applicable distribution date with no gap in coverage; and
3. The policyholder must be compliant with all policy terms and conditions; and
4. No dividend will be paid if the policy is cancelled prior to normal policy expiration.

Dividend calculations are based on premium and incurred losses, including allocated loss adjustment expenses based on the last completed term.

When calculating any dividend, we will include the premium minus any return premium or refund for the applicable policy term.

Purchasing this policy does not create any contractual right to a dividend. Dividends are not guaranteed. Approval of dividends is at the sole and absolute discretion of CompSource Mutual's Board of Directors.

OKLAHOMA FARM BUREAU INS AGENTS INC
2501 N STILES AVENUE
OKLAHOMA CITY OK 73105

OKLAHOMA FARM BUREAU INS AGENTS INC
2501 N STILES AVENUE
OKLAHOMA CITY OK 73105



Workers Compensation and Employers Liability Insurance Policy

RE: Renewal Policy Declaration Pages

Dear Agent:

Enclosed you will find two sets of CompSource Mutual Insurance Company Renewal Policy Information Pages. One copy is for your records and the other copy should be provided to the policyholder.

Thank you for continuing to select CompSource Mutual Insurance Company as your clients' Workers' Compensation carrier.

Should you have any questions or need assistance, please contact us at our toll-free number (800) 347-3863 or (405) 232-7663, option 3, extension 5108.

Sincerely,

Underwriting Department



Hull & Company, LLC
14785 Preston Rd., Suite 675
Dallas, TX 75254
(972)789-1962 Fax: (866)513-9053
Managing General Agents ■ Wholesale Insurance Brokers

INSURANCE BINDER

February 05, 2024

TO: Laura Bishop
Oklahoma Farm Bureau Insurance Agents, Inc-Oklahom
Po Box 53332
Oklahoma City, OK 73152

Assigned Policy No: 102B002717

Renewal of Policy #: 102B002663

Assured: F & W Tree Company

Address: 507 W HARPER , Fletcher, OK 73541

Insurer: Burlington Insurance Company - (Non-Admitted)

Limits: See Attached

Minimum Earned Percent: 25.00 %

| | |
|-----------------|-------------------|
| Premium: | \$1,100.00 |
| Policy Fee | \$150.00 |
| OK SL Tax(6%) | \$75.00 |
| Clearinghouse | \$2.19 |
| Total: | \$1,327.19 |

Commission: 10%

Hull & Company, LLC is responsible for collecting and filing the Surplus Lines taxes.

Rate (if applicable): See Attached

Type of Insurance: See Attached

Effective Date: 02/23/2024

Term of Policy Coverage: 02/23/2024 to 02/23/2025

Deductible/Self Insured Retention: See Attached

Special Provisions/Exclusions: (Include but are not limited to, the following terms, conditions and exclusions)

This binder is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the binder and to review with the insured the terms of the binder carefully, as the coverage, terms and conditions may be different than those you requested. **PROPERTY DISCLAIMER:** Client ultimately selects insured values. Standard Company and/or ISO forms are applicable; terms conditions and exclusions include but are not limited to those attached. If changes or corrections are required, please notify our office in writing immediately. Changes may require carrier approval and will be issued by endorsement as your office is not granted binding authority. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

This binder is effective from 02/23/2024 to 03/24/2024 12:01 a.m. The issued policy will supersede the binder. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

This is a premium bearing binder. The annual premium is due with your Hull & Company, LLC statement, unless otherwise noted.

Melissa Lawrence

Underwriter/Broker
(214)217-8424
melissa.lawrence@hullco.com

NO FLAT CANCELLATIONS
NON-PAYMENT - REQUEST OF BROKER
OR PREMIUM FINANCE - COMPUTED SHORT RATE

If the retail agent issues a certificate of insurance or evidence of insurance, it must be according to the terms of the binder and the insurance policy. Any request to change, endorse or modify the terms of the binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Hull & Company, LLC ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company(ies) may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence.



COMMERCIAL GENERAL LIABILITY
BINDER

Date : 02/05/2024
Producer / MGA: 0102 - Hull & Company, LLC, 14785 Preston Road, Suite 675, Dallas, TX 75225
Attention :

Applicant : F & W Tree Company LLC
DBA :
Principal Address: 507 W Harper, FLETCHER, OK 73541, USA

Assigned Policy Number : 102B002717 Expiring Policy # : 102B002663
Insurance Company : The Burlington Insurance Company
Proposed Policy Period : 02/23/2024 To 02/23/2025

SL Broker License # :

PREMIUM SUMMARY

| | | TRIA Accept | TRIA Premium | TRIA Tax |
|---|--------------------|-------------|--------------|----------|
| General Liability Premium : | \$ 1,100.00 | No | \$ 200.00 | \$ 12.00 |
| Policy Fee : | \$ 150.00 | | | |
| Surplus Lines Tax : | \$ 75.00 | | | |
| Stamping Fee : | \$ 2.19 | | | |
| Advance Premium (for policy period) : | \$ 1,327.19 | | | |
| Total Including TRIA (If accepted) : | \$ 1,327.19 | | | |

This Binder is valid for 30 days from the date of this binder or until the policy effective date, whichever occurs first.

THIS BINDER IS SUBJECT TO THE FOLLOWING:

| Subject To | Due By |
|--|------------|
| <input type="checkbox"/> Receipt of the completed Acord Application signed and dated by the insured | 03/24/2024 |
| <input type="checkbox"/> Receipt of the completed TRIA selection/rejection form signed and dated by the insured, Form C 12 20 (completed/signed to reflect insureds decision to elect or reject terrorism coverage). | 03/24/2024 |

COMMERCIAL GENERAL LIABILITY

LIMITS OF LIABILITY

| | | |
|--|----|---------------------------|
| General Aggregate | \$ | 2,000,000 |
| Products Completed Ops Aggregate Limit | \$ | Incl. In Gen. Agg. |
| Personal Advertising Injury | \$ | 1,000,000 |
| Each Occurrence | \$ | 1,000,000 |
| Damages to Premises Rented to You | \$ | 100,000 |
| Medical Expense | \$ | 5,000 |
| Deductible | \$ | 1000 |
| Deductible Type/Deductible Basis | | Property Damage Per Claim |

COMMERCIAL GENERAL LIABILITY CLASSIFICATIONS

Location1 - Building 1
507 W Harper, FLETCHER, OK 73541

| Class | Description | State/Terr | Rate | Exposure | Basis | Limit | Premium | |
|-------|--|------------|--------|----------|---------|-------|-----------|----------|
| 99777 | Tree Pruning, Dusting, Spraying, Repairing, Trimming Or Fumigating | OK / 3 | 27.840 | 35,000 | Payroll | | \$ 974.00 | Prem/Ops |
| | | | 0.000 | | | | \$ 00.00 | Products |

Location1 - Building 1
507 W Harper, FLETCHER, OK 73541

| Class | Description | State/Terr | Rate | Exposure | Basis | Limit | Premium | |
|-------|---------------------|------------|--------|----------|---------|-------|----------|----------|
| 97047 | Landscape Gardening | OK / 3 | 12.739 | If Any | Payroll | | \$ 00.00 | Prem/Ops |
| | | | 0.000 | | | | \$ 00.00 | Products |

GL Premium Subject to Minimum Premium \$ 974.00

Total GL Coverage part premium \$974.00 is less than the GL minimum premium \$1100.00.
The General Liability Premium subject to Minimum Premium has been set to the minimum premium. \$ 1100.00

Premium for Coverages in Addition to Minimum Premium \$ 0.00

Total General Liability Premium \$ 1,100.00

POLICY ENDORSEMENTS/EXCLUSIONS

| | | |
|------------|-------|-----------------------------------|
| IFG-I-0002 | 08 21 | Policy Cover Page |
| IFG-I-0101 | 03 18 | Common Policy Declarations |
| IFG-I-0150 | 03 03 | Listing of Forms and Endorsements |
| IFG-I-0402 | 04 19 | Service of Suit Amendment |
| IL 01 79 | 10 02 | Oklahoma Notice |

GL ENDORSEMENTS/EXCLUSIONS

| | | |
|---------------|-------|--|
| BG-G-004 | 11 21 | Exclusion - Lead-Bearing Substance |
| BG-G-005 | 03 17 | Exclusion - Punitive Damages |
| BG-G-007 | 11 21 | Exclusion - Asbestos, Silica or Other Similar Fibrous Or Mineral Substances |
| BG-G-446-ST | 03 17 | Amendment - Section I Insuring Agreement |
| BG-I-015 | 03 17 | 25% Minimum Earned Premium |
| CG 00 01 | 04 13 | Commercial General Liability Coverage Form |
| CG 21 32 | 05 09 | Communicable Disease Exclusion |
| CG 21 47 | 12 07 | Employment-Related Practices Exclusion |
| CG 21 67 | 12 04 | Fungi or Bacteria Exclusion |
| CG 24 26 | 04 13 | Amendment Of Insured Contract Definition |
| GSG-G-016 | 04 19 | Excl-Aircraft Products & Grounding |
| IFG-G-0002-DL | 05 03 | Commercial General Liability Declarations |
| IFG-G-0086 | 04 19 | Total Pollution Exclusion |
| IFG-G-0190 | 03 17 | Amendment - Aircraft, Auto Or Watercraft Exclusion |
| IFG-G-0192 | 03 17 | Personal And Advertising Injury Amended |
| IFG-G-0197 | 05 15 | Amendment - Employer's Liability Exclusion |
| IFG-G-0241 | 03 21 | NY - Excl - Any Constr or Contr |
| IFG-G-0300 | 01 21 | Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside Of The United States |
| IFG-I-1004 | 11 21 | Exclusion - Cyber Incident |
| IL 00 17 | 11 98 | Common Policy Conditions |
| IL 00 21 | 09 08 | Nuclear Energy Liability Exclusion Endorsement |
| IL 02 36 | 09 07 | Oklahoma Changes - Cancellation And Nonrenewal |
| IL P 001 | 01 04 | U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders |

GL CLASS SPECIFIC ENDORSEMENTS/EXCLUSIONS

| | | |
|------------|-------|---|
| BG-G-084 | 03 17 | Exclusion - Land Subsidence |
| BG-G-119 | 11 17 | Definition - Employee |
| BG-G-345 | 06 19 | Exclusion - Condominium, Cooperative, Townhouse, Rowhouse or Tract Home Construction Projects |
| BG-G-439 | 03 17 | Amendment - Mobile Equipment Exclusion |
| CG 03 00 | 01 96 | Deductible Liability Insurance |
| CG 21 54 | 12 19 | Exclusion - Designated Operations Covered By A Controlled (Wrap-Up) Insurance Program |
| CG 22 64 | 04 13 | Pesticide Or Herbicide Applicator Coverage |
| IFG-G-0085 | 03 17 | Exclusion - Unscheduled Owned, Leased Or Rented Premises Or Locations Or Unscheduled Operations |
| IFG-G-0108 | 04 19 | Exclusion - Cannabis Or Synthetic Substitutes |
| IFG-G-0159 | 03 17 | Exclusion - Snow Or Ice Removal Operations |
| IFG-G-0196 | 04 19 | Premium Audit Condition - Construction And Service Trades - Audit And Deposit Premium |
| IFG-G-0208 | 04 19 | Exclusion - Injury To Independent Contractors/Subcontractors |
| IFG-G-0246 | 03 17 | Exclusion - Forestry Services |

Special Disclosure on Terrorism To Applicant

Applicant has rejected coverage made available under Terrorism Risk Insurance Program. Premium for such coverage would have been an additional 15% of the General Liability premium or \$200 (whichever is greater).

Per Terrorism Risk Insurance Act, as amended, the United States Government will pay a share of losses caused by certified acts of terrorism. The federal share is 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer.

THIS IS TO ADVISE THE APPLICANT THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Broker must have on file a properly executed Form C 12 20 "Policyholder Disclosure Notice of Terrorism Insurance Coverage" upon binding coverage.

Coverage is offered on a Non-Admitted Basis. The Policy is subject to the Surplus Lines Laws in your state. You should make every effort to comply with any special provisions and regulations of your State. You must add all applicable Taxes and Fees to the quoted premium. You are responsible for the collection and remittance of surplus lines taxes to be filed directly with the applicable state(s).

Cancellation provisions - per policy forms.

State amendatory endorsements, if applicable.

Coverage shall be subject to all terms and conditions of the policy to be issued which when issued will replace any and all of our quote(s) and/or binder(s) without any further notice.

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission.

Transmittal Disclaimer

This fax or email message is strictly confidential and is intended solely for the person or organization to which it is addressed. It may contain privileged and confidential information and, if you are not the intended recipient, you must not copy or distribute it or take action in reliance on it. If you have received this message in error, please notify the sender as soon as possible.

City of Lawton INVITATION TO BID AND CONTRACT

| | | | |
|--|---|--|-------------------------------|
| MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501 | | DIRECT INQUIRIES TO: <u>Colbie.Garrett@lawtonok.gov</u> ACCEPTING ELECTRONIC BIDS ON: <u>www.bidnetdirect.com/oklahoma/cityoflawton</u> | |
| Date Bid Typed: January 20, 2025 | Dates Bid Advertised: January 22, 2025 | No Bids Received After: February 19, 2025 2 : 00pm | |
| Contract Number and Title: CL25-019 Nuisance Abatement | | Requirements-type Contract: | Contract Period: 12 months |
| The Bid Opening and Pre-Bid Conference are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501. | | Mandatory Pre-Bid Conference: January 31, 2025 at 3:00pm | |
| Vendor Name and Point of Contact: VL LAWN SERVICE LLC TONY LEAKE | | Reason for No Bid: | |
| Mailing Address: 303 NW COMPASS DR | | Terms: | |
| City: State: Zip: LAWTON, OK 73505 | Delivery: | | |
| Area Code and Phone Number: 580-713-2340 | Email Address: vllawnservice@yahoo.com | | |
| Federal Employer Identification Number or Social Security Number 99-2377852 | | | |

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF COMANCHE

VL LAWN SERVICE LLC.

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City 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 the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. 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, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.



SIGNATURE OF AUTHORIZED AGENT

TONY B Leake OWNER

PRINT/TYPE NAME/TITLE

Firm: VL Lawn Service

Address: 303 NW Compass Dr.
Lawton, OK 73505
(City, State, Zip)

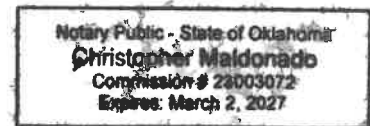
Phone: 580-713-2340

Subscribed & sworn before me this 10 day of Feb, 2025.


Notary Public

My Commission expires: March 2, 2027

[AFFIX SEAL]



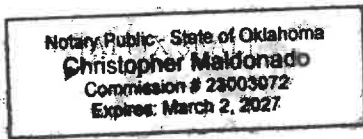
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA
COUNTY OF COMANCHE SS

The undersigned (architect, contractor, supplier or engineer), 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 plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

VL LAWN SERVICE LLC

Business Name / Contractor Name



Signed

Print: TONY LEAKE

Attested to before me this 19 day of Feb 2025


Notary Public

My Commission Expires March 2 2027

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

580-713-2340

Contract Number

Date

18 FEB 25

TONY LEAKE- VL LAWN SERVICE LLC

Name of Contractor (Print)

A handwritten signature in black ink, appearing to read "Tony Leake", written over a horizontal line.

Signature, Member of Firm or Officer of Corporation

OWNER

Title

CL25-019
Bid Title: Nuisance Abatement
DEPARTMENT/DIVISION: Neighborhood Services

VL LAWN SERVICE LLC

Vendor Name: _____
(PLEASE COMPLETE ABOVE INFORMATION)

Price Bid

(THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID)

Bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.

PRICE PER HOUR: \$ 65.00

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents, such as descriptive literature.
5. WARRANTY: N/A

If there are any questions pertaining to the attached specifications, please contact Joshua White, Neighborhood Services Division, at 580-581-3371 or Joshua.white@lawtonok.gov.

Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2025

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 Caleb Hutson(080833T) 1038 NW 38th St Lawton OK 73505-3704 | CONTACT NAME: David Salzberg PHONE (A/C, NO, EXT): 580-699-3820 FAX (A/C, NO): 580-280-4620 E-MAIL ADDRESS: chutson@farmersagent.com | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|-------------------------------------|-------|---------------------------------------|-------|--|-------|------------|--|------------|--|------------|--|
| INSURED VL LAWN SERVICES 303 NW COMPASS DR LAWTON OK 73505 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td style="text-align: center;">21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td style="text-align: center;">21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td style="text-align: center;">21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Truck Insurance Exchange | 21709 | INSURER B: Farmers Insurance Exchange | 21652 | INSURER C: Mid Century Insurance Company | 21687 | INSURER D: | | INSURER E: | | INSURER F: | |
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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 NAME 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 | ADDTL 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 607116774 | 02/21/2025 | 02/21/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | PER STATUTE OTHER \$ 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)
 Endorsement - (IF APPLICABLE, WILL BE DELIVERED WITH POLICY).

| | |
|--|--|
| CERTIFICATE HOLDER _____ | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

ELECTRONIC SEALED BIDS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at to <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it “NO BID” and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier’s name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a “NO BID”, and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail or email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**
- a. As the best interest of the City may require, the right is reserved to:
 - 1. Award by individual item, group of items, all or none, or a combination thereof.
 - 2. Award based upon a geographical district basis with one or more suppliers.
 - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
 - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-131

SPECIFICATION TITLE Supplemental Nuisance Abatement

INTENT

1. When the City finds private property within the corporate limits of the City of Lawton in violation of certain provisions of Chapter 15 of Lawton City Code prohibiting a public nuisance, the City will cause the nuisance to be abated and removed. The City will contract with up to five (5) private firms to provide the services necessary for this nuisance abatement under this specification title. This specification title presents the scope of work and requirements for the contracts to provide this nuisance abatement.

DEFINITIONS

2. The words, terms or phrases used in this specification title shall have the same meaning of the like words, terms or phrases as defined and used in Chapter 15, Lawton City Code. Without limitation, some of the words, terms or phrases as defined and used therein include: “cleaning”, “dead tree limb”, “junk”, “low hanging limb”, “nuisance”, “private property”, “trash”, and “weeds”. In addition, the following terms as used herein shall have the meaning ascribed:

- City: The City of Lawton, Oklahoma
- Contract: The written agreement made and entered into by and between the City and the Contractor to provide the services for nuisance abatement pursuant to this specification
- Contractor: Any private firm awarded a Contract
- Department: The City of Lawton, Community Services Department
Neighborhood Services Division
- Front feet: The width of lot along the street right-of-way; if a lot borders two streets, front feet shall be the narrower width.
- City Official: Neighborhood Services Supervisor

3. In addition, all of these words, terms or phrases referenced in this paragraph, or pronouns used in their stead, shall have their indicated meanings wherever used in any related document or instrument, to include without limitation: any Contract awarded under these specifications; any advertisement made for awarding such a Contract, or in any document or instrument used by the City to facilitate the administration or awarding of such a Contract.

TERM AND EXTENSIONS

4. The Contract will have an initial term of one (1) year; provided, for administrative purposes, the City Official may establish initial term of less than one year for a given Contract by setting an early termination date. The City, at its sole option may extend a Contract as provided in the therein. The City may allow up to two (2) contract extensions of one year each.

BIDDING AND CONTRACT AWARDS BID SCHEDULE

5. The City will award up to Five (5) Contracts pursuant to this specification title. The City will solicit bids from private firms by following the competitive bidding procedure in Lawton City Code. The City will award the Contracts to the lowest responsive bidders.

6. When submitting a bid, bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour. A successful bidder must, within seven (7) days from the award, execute and deliver to the City Official the Contract, all bonds, all proofs of insurance and all other such documents related to the Contract as may be required. Should a bidder fail to do so, the City may, in its sole discretion, disqualify the bid and select a substitute Contractor with the next lowest responsive bid.

7. As part of the administrative process to abate a public nuisance, such as provided in Article 15-2 of Lawton City Code, the City will assess an administrative fee upon the property owner. This administrative fee does not constitute any part of the Contract remuneration. The Contractor *should not* consider this administrative fee in computing the firm's bid under these specifications.

SCOPE OF WORK

8. The Contract made pursuant to this specification title will require Contractors to mow, clean and remove certain material (clippings, junk, trash, deadfall limbs, weeds, debris, etc.) from private property deemed to be a public nuisance. The geographic area under all Contracts will be the municipal corporate limits of the City of Lawton in its entirety. The location of the property, the size of the work area (if smaller than the whole property) and the scope and type of the services to be provided by the Contractor will be described in a written work order issued by the City Official.

9. The City estimates that it may issue up to 1,600 work orders annually. The City Official will determine all work order requirements and the frequency of issuing work orders based on the City Official's determination for the need to abate a nuisance on a particular property and based on available funding. The City makes no guarantee as to the number of work orders that the City Official will issue during the contract term.

10. The Contractor shall be available to the City to provide the services necessary for nuisance abatement under the Contract Monday through Friday; provided, this requirement shall exclude the following holidays: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. The Contractor may determine the schedule for fulfilling the work order (within the parameters of this specification title), provided the work is performed at times (preferably daylight hours) when the peace and privacy of neighboring property occupants will not be disturbed.

11. The City Official will issue written work orders. The Contractor must check with the City Official and pick up work orders. The contractor who submits the lowest bid will be issued work orders before higher bidding contractors. Once the lowest bid contractor has accepted the maximum amount of work that can be completed within a seven (7) day period, the City Official will then issue work orders to the next lowest bid contractor. This process will continue until the lowest bid contractor can accept more work orders. All work described in the work order must be completed within seven (7) calendar days after the Contractor receives the work order from the City Official. Should the Contractor fail to complete the work within the time required (unexpected weather delays and holidays excepted), the City Official may withdraw the work order and reissued the order to an alternative contractor. In such case, the Contractor shall receive no payment for any work performed. In the event that the contractor submits an invoice for completed work and payment, and the work is found to be unsatisfactory to the City Official, and the original seven (7) calendar days have expired, the contractor will be given two (2) additional business days to correct the unsatisfactory work.

12. Each Contractor will provide all the following three (3) types of services: (a) cutting, mowing, and removal of grass and weeds; (b) removal of junk (not to include junk vehicles), debris, trash, rubble, fallen trees and limbs, low-hanging limbs (dead or living) or other material, and; (c) removal of brush, hedges and other obstructive vegetation not related to the first two types of services. The provision of any of these three services may also require the Contractor to remove a limited amount of rubble and debris in order to accomplish the work ordered. The Contractor should figure the cost of this additional work into the firm's bid under these specifications.

13. A Contractor shall not begin work prior to receiving a written work order from the City Official. The City will not pay for work performed prior to the City Official issuing a written work order to a Contractor for a specific location. The City will pay only for the scope of work described on the written work order.

14. The Contractor shall be responsible for prompt removal and disposal of all material creating the nuisance at an approved location. The Contractor shall bear all the costs, to include disposal fees, for the removal and disposal of all material creating the nuisance. This material includes without limitation: grass and weed clippings, tree limbs, other vegetation, trash, junk, debris, scrap, rubble, and the like. The Contractor should figure this additional cost into the firm's bid under these specifications. The Contractor shall maintain copies of all dumping and disposal tickets for one (1) year after contract termination and shall make these readily available for inspection by the City.

15. The Contractor shall supply, and bear all the costs related to, all labor, equipment, tools, materials and supplies needed to complete the work order and shall supply, and bear all the costs

related to transportation to and from the job sites for its workers and equipment. The Contractor should figure these costs into the firm's bid under these specifications.

16. The Contractor shall photograph the work area immediately before and after the work is performed. The Contractor must submit the photographs, with date of work performed and address together with each invoice for services rendered together with a copy of the associated work order. Camera and development costs are the responsibility of the Contractor and should be calculated into the bid. Digital photographs are also acceptable. The before and after photographs shall be taken from the same location on the property and must document the areas where abatement activities occurred. The photographs shall also clearly document all material creating the nuisance removed from the premises. Where the work order requires cutting, mowing, and removal of grass and weeds, the before-work photographs must clearly show the measure of the grass and weeds in excess of twelve (12) inches in height prior to mowing; the after-work photographs must clearly show the measure of the grass and weed cut no lower than two (2) inches and no higher than four (4) inches. Failure to follow these photograph provisions may result in non-payment for the work completed.

PAYMENT AND INSPECTION

17. Upon completion of the work ordered, the Contractor shall provide the City Official with a written invoice together with a completed copy of the work order and the required photographs of the property. Payment for work pursuant to a work order shall be conditioned upon the Contractor's satisfactory performance and compliance with the terms and requirements of the Contract. No payment shall be made until the work is inspected and approved by the City Official. Upon completion of the work, the Contractor must notify the City Official and request an inspection. Failure to request an inspection may delay payment or may result in the City making no payment if the City Official in good faith cannot verify that the work was satisfactorily completed because of the Contractor's delay in making a request for inspection.

GENERAL REQUIREMENTS

18. Independent Contractor. The Contractor shall be an independent contractor of the City with regard to performing and preparing to perform the services specified in the Contract. Contractor agrees to conduct itself in a manner consistent with such status. The Contractor further agrees that the Contractor, its officials, principals, agents and employees will neither hold themselves out as, nor claim to be, an official, agent or employee of the City by reason of the Contract. The Contractor, its officials, principals, agents and employees shall make no claim, demand or application for any right or privilege applicable to an official, agent or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

19. Capability. The Contractor must demonstrate that it has the resources and ability to field up to One (1) mowing crews to ensure the work is completed in accordance with the terms of the contract. The City will make the determination as to the Contractor's resources and ability

20. Indemnification. Contractor and/or its insurer shall forever release, defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against, and will solely and exclusively bear and pay, any and all claims, suits, liabilities, losses, penalties and damages and the associated costs and expenses (including reasonable attorneys' fees, experts' fees and costs of investigation), arising from or relating to (a) the bodily injury to or death of any person or damage to real and/or tangible personal property caused by any willful or negligent act or omission of the Contractor or its employees, officers, agents, or representatives; (b) gross negligence or willful misconduct in any act, error, or omission by the Contractor or its employees, officers, agents or representatives in the performance of this Agreement. So much of the money due the Contractor under and by virtue of this Contract at the time a claim is made or a suit or action instituted may be retained and held by the City as indemnity bond. Such amount shall be forfeited in the event Contractor and/or its insurer fails to immediately fulfill its obligations as set forth in this paragraph.

21. Insurance. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under these specifications, and such insurance has been approved by the Department. The Contractor shall not allow any subcontractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been obtained and approved. Any sub-contractor employed or contracted by the Contractor shall have the same insurance requirements as the Contractor and shall provide to the City all required evidence of this insurance.

A. The Contractor shall maintain, during the life of this Contract, Workers' Compensation insurance as prescribed by the laws of the State of Oklahoma.

B. The Contractor shall maintain, during the life of this Contract, such Public Liability and Property Damage Insurance as well as protect himself from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

i. Comprehensive General/Public Liability Insurance including, but not limited to, products liability:

- | | | |
|----|--|-------------|
| 1. | Bodily injury - each person | \$ 125,000 |
| 2. | Property damage - each person | \$ 25,000 |
| 3. | Aggregate, Bodily injury and property damage | \$1,000,000 |

ii. Comprehensive Automobile Liability Insurance with the minimum liability as set out for Comprehensive General/Public Liability Insurance.

C. The policies of insurance required by this paragraph 22 shall be carried by insurance companies or indemnity carriers authorized to do business in the State of Oklahoma. The Contractor shall furnish certificates evidencing such insurance. The Contractor shall not allow the policies of insurance required by this paragraph to lapse during any term of the

Contract. The Contractor shall not alter these policies' coverage nor change insurance companies or indemnity carriers without giving the City thirty (30) days prior written notice.

22. No Discrimination. During the performance of the Contract, the Contractor agrees not to discriminate because of race, creed, color, religion, sex, qualifying disability or national origin, against any employee or applicant for employment with such Contractor in any matter involving employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, or selection for training or apprenticeship. The Contractor agrees to execute an approved form of a Certificate of Non-Discrimination certifying same to the City.

23. Sub-contracting. The Contractor shall not employ any sub-contractor on the work, or any portion of the work, without the prior written consent of the City.

24. Legal Compliance. The Contractor shall at all times observe and comply with all Federal and State laws and all City ordinances and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the Contract.

25. Termination for Convenience. The Contractor at all times shall satisfactorily perform all work obligations, terms, and conditions required under the Contract. The City may terminate any Contract made pursuant to this specification title, whether for cause or for no cause, upon ten (10) days written notice to the Contractor. During any time that a recommendation for termination a Contract is pending, the City Official in his or her discretion may suspend issuing work orders to the Contractor.

26. Time of the Essence. The Contractor shall provide all services provided under the Contract in a prompt and timely manner. Time is of the essence with respect Contractor's performance under the Contract.