

## CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Ellsworth Construction OKC, LLC DbA A-Tech Paving, party of the second part, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

### **CITY WIDE PAVEMENT REHABILITATION PROJECT CITY PROJECT** **NO. PW2301**

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor for the sum specified in the Contractor's proposal, to wit:

One Million Five Hundred Forty Eight Thousand Six Hundred Twenty Four and 50/100 Dollars (\$ 1,548,624.50). Said proposal of Ellsworth Construction OKC, LLC DbA A-Tech Paving is incorporated by reference into this contract.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the City Engineer, City Hall, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the City Engineer shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project within **Ninety (90) consecutive calendar days**. The Contractor further agrees to pay as liquidated damages, the sum of **Two Thousand Dollars and 00/100 (\$2000.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

3. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor and subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth provisions of this section.

b. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.

c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

4. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

5. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.

6. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

7. Assignment. This Contract shall not be assigned without the written consent of the CITY.

8. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

9. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

10. Venue. This Contract shall be governed by the laws of the State of Oklahoma.

11. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Name of Corporation

By Tim Lutz

Title President

ATTEST:

Rachel Cox

Title Project Coordinator

(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF COMANCHE       }  
STATE OF OKLAHOMA       }

Before me the undersigned, a Notary Public in and for said state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared \_\_\_\_\_, a member of the partnership/proprietorship \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that \_\_\_\_\_ (he/she) executed the same as \_\_\_\_\_ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
Stanley Booker, MAYOR

ATTEST:

\_\_\_\_\_  
Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CITY ATTORNEY

I, Joe Dunham, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. \_\_\_\_\_ for \_\_\_\_\_ (\$ \_\_\_\_\_), and after charging account title \_\_\_\_\_

**CITY WIDE PAVEMENT REHABILITATION PROJECT**

**CITY PROJECT NO. PW2301**

with this encumbrance there is an unencumbered balance in said account of \$ \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joe Dunham, FINANCE DIRECTOR

# PERFORMANCE BOND 5329800

KNOW ALL MEN BY THESE PRESENTS that  
Ellsworth Construction OKC, LLC Dba A-Tech Paving  
500 N Vickie Drive Del City, OK 73117 as Principal, and  
(full name and address)

Great American Insurance Company 301 E. Fourth Street, Cincinnati, OH 45202 as Surety, a  
(full name and address)

corporation organized under the laws of the State of Ohio, and  
authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto  
the CITY OF LAWTON, as OWNER, in the penal sum

of One Million Five Hundred Forty Eight Thousand Six Hundred Twenty Four and 50/100 DOLLARS  
(\$ 1,548,624.50) for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns,  
firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written  
contract with the CITY OF LAWTON, OKLAHOMA, dated on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023, for

## **CITY WIDE PAVEMENT REHABILITATION PROJECT CITY** **PROJECT NO. PW2301**

all in compliance with the plans and specifications therefore, made a part of said Contract and on  
file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma  
73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said  
Contract, each and every covenant, and part thereof and shall fulfill all obligations  
resting upon said Principal by the terms of said Contract and said specifications;  
and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials  
and/or repairs and all bills for labor performed on said work, whether by  
subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and remain in full  
force and effect.

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

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

Dated this 6th day of November, 2023.

Principal:

Ellsworth Construction OKC, LLC Dba A-Tech Paving  
(Name of Contractor)

By: Jim Long PRESIDENT  
(Name & Title)

Surety:

Great American Insurance Company

By: Dayna Harjo  
Attorney-in-Fact (Affix Seal)  
Dayna Harjo

(FOR CORPORATIONS ONLY)

ATTEST:

Cindy Smith  
(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_

## STATUTORY BOND 5329800

KNOW ALL MEN BY THESE PRESENTS that

Ellsworth Construction OKC, LLC Dba A-Tech Paving

500 N Vickie Drive Del City, OK 73117 as Principal, and

(full name and address)

Great American Insurance Company 301 E. Fourth Street, Cincinnati, OH 45202

as Surety, a

(full name and address)

corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

One Million Five Hundred Forty Eight Thousand Six Hundred Twenty Four and 50/100

DOLLARS

(\$ 1,548,624.50) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, for

### **CITY WIDE PAVEMENT REHABILITATION PROJECT CITY** **PROJECT NO. PW2301**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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



Dated this 6th day of November, 2023.

Principal:

Surety:

Ellsworth Construction OKC, LLC Dba A-Tech Paving  
(Name of Contractor)

Great American Insurance Company

By: [Signature] PRESIDENT  
(Name & Title)

By: [Signature]  
Attorney-in-Fact (Affix Seal)  
Dayna Harjo

**(FOR CORPORATIONS ONLY)**

ATTEST:  
[Signature]  
(Name & Title) (Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_

# MAINTENANCE BOND 5329800

KNOW ALL MEN BY THESE PRESENTS that

Ellsworth Construction OKC, LLC Dba A-Tech Paving

500 N Vickie Drive Del City, OK 73117

as Principal, and

(full name and address)

Great American Insurance Company 301 E. Fourth Street, Cincinnati, OH 45202

as Surety, a

(full name and address)

corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

One Million Five Hundred Forty Eight Thousand Six Hundred Twenty Four and 50/100

DOLLARS

(\$ 1,548,624.50) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, for

## **CITY WIDE PAVEMENT REHABILITATION PROJECT CITY** **PROJECT NO. PW2301**

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety

has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this 6th day of November, 2023.

Principal:

Ellsworth Construction OKC, LLC Dba A-Tech Paving  
(Name of Contractor)

Surety:

Great American Insurance Company

By: [Signature] PRESIDENT  
(Name & Title)

By: [Signature]  
Attorney-in-Fact (Affix Seal)

Dayna Harjo

**(FOR CORPORATIONS ONLY)**

ATTEST: [Signature]  
(Name & Title) (Affix Seal)

**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than **FOUR**

No. 0 21862

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain	All of	All
Dayna Harjo	Tulsa, Oklahoma	\$100,000,000
Cindi L. Smith		
William C. Taylor		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of July, 2021.

Attest



*Stephen C. Beraha*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V. Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of July, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

*14*

day of

*November*

*2023*



*Stephen C. Beraha*

Assistant Secretary

Client#: 2252470

305ELLSWCON

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2023

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

PRODUCER <b>McGriff Insurance Services</b> 130 Theory Ste 200 Irvine, CA 92617 714 941-2800	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: <b>CertsCA@McGriff.com</b>	FAX (A/C, No):
INSURED <b>Ellsworth Construction OKC</b> <b>dba A-Tech Paving</b> <b>500 N Vickie Drive</b> <b>Oklahoma City, OK 73117</b>	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company INSURER B : Arch Indemnity Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # <b>11150</b> <b>30830</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 INSR	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 <input checked="" type="checkbox"/> BI/PD Ded:\$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			71PKG1990700	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72PKG1990700	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			71UFP1990700	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71WCI1990700	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

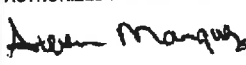
RE: Project: City Wide Pavement Rehabilitation (PW2301).

Evidence of insurance only.

30 Day's Notice of Cancellation, Except for 10 Days for Non-payment of Premium.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Lawton</b> <b>212 SW 9th St</b> <b>Lawton, OK 73501</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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