

AGREEMENT FOR SERVICES

This agreement made between Jim Cooley Construction, LLC 1900 NE 36th Street, Suite 106, Oklahoma City, OK 73111, hereinafter referred to as Contractor, and the Board of County Commissioners of Oklahoma County, Oklahoma, hereinafter referred to as "County".

DESCRIPTION OF PROJECT

Oklahoma County 1st Floor Annex PHASE 1

Clerks Books

ARPA Project #10067 A

SCOPE OF SERVICES

The Contractor Services to be provided are described in Attachment "A"

SECTION 1

I. CONSIDERATION:

The total amount of the contract shall not exceed Fifty-Nine Thousand, One Hundred Twenty-Eight Dollars (\$59,128.00) for Scope of Services as described in attachment "A". Should the Contractor determine services are needed that will exceed that total amount, the Contractor shall notify the County by Amendment to this Agreement for acceptance by the County prior to performing work that would exceed this amount.

II. CONTRACT DOCUMENTS: The contract documents shall consist of this Contract and the following documents:

Plans and Specifications as provided by the Design Engineer or County

Federal Form Checklist dated

6/13/2024

III. ASSIGNMENT TO CONTRACT: Neither party to this contract shall assign this contract without written consent of the other.

IV. CONTRACT TIME: Work on this project shall commence within ten (10) calendar days from the date on which the work order is issued and completed within sixty (60) calendar days from the commencement thereof.

- A. The rate of progress shall be such that the whole work will be performed, and the premises be cleaned within the time stated herein and in accordance with the contract, plans, and specifications.

B. The Contractor shall be entitled to an extension in time only when the request for extension is submitted to the County in writing by the Contractor within seven (7) days from and after the time when the alleged cause of delay shall occur; and then approved by the County at their regular scheduled meeting.

V. **SCOPE OF WORK:** Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall furnish, except as otherwise provided, at his own cost and expense, all services and material for the completion of the work proposed to be done under this contract. Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, will complete the same in a thorough, workmanlike, and substantial manner in every respect to the satisfaction and approval of the Property Manager and/or the County Engineer, within the time specified herein and in strict accordance with the instructions and information contained in the notice to bidders, instructions to bidders, form or bid or proposal, this Contract, any performance or other surety bond, and the drawings and specifications.

VI. **LIABILITY FOR DAMAGES:** The County, its officers, agents, or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part thereof; to any materials, building, equipment, or other property that may be used or employed therein, or placed on the work site during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of contractor or otherwise; or for any damage to any property occurring during or resulting from the work. The Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall indemnify the County, its officers, agents and employees, against all such injuries, damages, and compensation arising or resulting from causes other than the County's neglect, or that of its officers, agents, or employees.

VII. **INSPECTION OF WORK AND MATERIALS:**

A. The County may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interest of the County, materials furnished, and work done as the work progresses.

B. The County Engineer, his inspectors, agents, or representatives and the Oklahoma County Property Manager, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.

C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the County Engineer, his inspectors, agents, or representatives and the Oklahoma County Property Manager

D. Inspection of the work by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Contractor,

including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, or to constitute Contractor an agent of the County.

- E. No material of any kind shall be used in the work until it has been inspected and accepted by the County Engineer and the Oklahoma County Property Manager. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the County, or the laws, ordinances, or regulations of any public authority require work to be specially tested or approved, Contractor shall give the County Engineer and the Oklahoma County Property Manager timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.
- G. All materials removed from this project shall be disposed of in accordance with all federal, state, city, county and other local laws and established ordinances and regulations. No materials shall be salvaged from the properties by the Contractor, including his agents, employees, subcontractors, independent contractors, and/or independent contractors retained pursuant to this agreement.

VIII. TAXES: This project, according to Title 68 O.S. § 1356, and Oklahoma Tax Commission Rules 65-19-056 and 710:65-07-013 is exempt from Sales Tax. The Contractor shall provide a list of Subcontractors and Sub-subcontractors for the Board of County Commissioners approval at a public meeting to approve tax exempt status. Tax exempt status will be in effect for this project only and a termination date shall be specified by letter to Contractor and each Subcontractor. Title 68, Section 1356(I) of the Oklahoma Statutes specifies that any person making purchases on behalf of the County must certify in writing, on the copy of the invoice or sales ticket to be retained by said purchaser that the purchases are made on behalf of Oklahoma County.

IX. COMPLIANCE WITH LAWS: Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall keep himself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify the County, its officers, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations.

X. TERMINATION:

A. FOR CAUSE:

If Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, (1) is adjudged as bankrupt, (2) makes a general assignment for the benefit of his creditors, (3) has a receiver appointed on account of his insolvency, or (4) persistently or repeatedly refuses or fails, in cases for which extension of time in writing is provided, to supply enough properly skilled workmen or proper materials, fails to make prompt payment for materials or labor, persistently disregards laws, ordinances, or instructions of the County Engineer, ceases operations under this Contract at any time or otherwise is guilty of a substantial violation of any provision of this Contract, then the County, upon certification of the County Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving Contractor and his surety written notice, terminate the employment of contractor, take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method the County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expense of finishing the work, including compensation for additional material and administrative services, such excess shall be paid to Contractor. If such expense exceeds the unpaid balance, Contractor shall pay the difference to the County. The expenses incurred by the County, as herein provided, and the damage incurred through Contractor's default shall be certified by the County Engineer.

B. FOR CONVENIENCE

If the County Engineer determines that a termination is in the County's interest, the County may terminate the entire Contract or any portion of the Contract. The County Engineer will provide a written notice of termination to the Contractor specifying the extent of termination and the effective date. After receipt of a notice of termination, the Contractor shall immediately proceed with the following obligations: (1) Stop work as specified in the notice, (2) Place no further subcontractors or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract, (3) Terminate all subcontractors to the extent they relate to the work terminated, and (4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of the Contract. If the County Engineer orders termination of all or part of the Contract effective on a certain date, the County will pay for completed work at the prorated square footage as of that date.

XI. ACCEPTANCE OF WORK: No act of the County, or of any representative, in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the Final Resolution approved by the County. Before any final resolution will be allowed, Contractor will be required to swear to and sign a statement of all claims on account of work done and materials furnished under this Contract and that all claims for materials provided or labor performed have been paid and set aside in full. No waiver of any breach of this Contract by the County or any acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

XII. PROGRESS AND FINAL PAYMENTS: Partial payments will be made to Contractor for material on hand and work performed at Contractor's request but in any event not more often than monthly.

- A. On final completion of the work and settlement of all claims, owner shall pay Contractor the remainder of the contract price. Provided, there shall be retained from such final payment, or from any payments due contractor under this contract, all amounts that may be expended by the County for work done or materials furnished in carrying out any of the work done under this contract that Contractor has failed to do to the satisfaction of the designated agents of the County; all amounts that may be necessary to pay for labor, tools, plant, and materials engaged and used in the work and for which Contractor has failed to pay; by the terms of the contract or any laws of the State of Oklahoma, the County is or may be authorized to reserve and retain.
- B. Acceptance by Contractor of the final estimate and the final payment by the County to Contractor shall be a release of the County from all claims and liabilities to Contractor for anything done or furnished for or relating to the work, or for any act, neglect, fault, or default of the County or of any person relating to or affecting the work.
- C. Ten percent (10%) of all partial payments made shall be withheld as retainage. At any time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount as certified by the architect, the retainage shall be reduced to five percent (5%) of the amount earned to date if the Owner has determined that satisfactory progress is being made, and upon approval by the surety. A detailed list of materials suitably incorporated or stored on site must accompany each request for payment.
- D. Invoices will be issued by Contractor for all work performed under terms of this Contract. Invoices are due and payable on receipt.
- E. The Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall keep an accurate record of each workman showing his name, address, social security number, work classification, hourly wage paid, total paid, overtime hourly wage paid, and the occupation of each workman employed by them, in connection with the project, and showing also the actual wages paid to each workman, which record shall be certified and shall be open at all reasonable hours to the inspection of the County, its officers and agents at the principal office of the Contractor. Upon completion of the project, the Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall forward a certified copy of the records to the County.

XIII. INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though each were included herein. If through

mistake or otherwise any such provision is not inserted or is not correctly inserted, the contract shall be amended to make such insertion on application of either party.

XIV. MODIFICATIONS: The County may modify this contract with respect to the arrangement, character, alignment, grade, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the County Engineer and approved by the governing board. Any such modifications shall not subject contractor to increased expense without equitable compensation which compensation shall be determined by the County Engineer and by the governing board. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. Such deductions shall be determined by the County Engineer. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent thereof has first been certified by the County Engineer in writing and sent to Contractor.

XV. COMPLETENESS OF CONTRACT: The written terms and provisions of this contract shall supersede all prior verbal statements of any officer or other representative of the County, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this contract or the contract documents.

XVI. GUARANTY OF WORK:

- A. Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, agrees to guarantee all work under this contract for a period of one (1) year from the date of final settlement thereof, contractor agrees to provide extended warranties on materials and labor to the extent offered by any manufacturer whose product is used on this project.
- B. If any unsatisfactory condition or damage develops within the time of this guaranty due to workmanship that is defective, inferior, or not in accordance with the contract, Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall, whenever notified by the County, immediately place such guaranteed work in a condition satisfactory to the County and make repairs of all damage to the buildings, equipment, and grounds made necessary in the fulfillment of the guaranty.
- C. If Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, fails to proceed promptly to comply with the terms of any guaranty under this contract, Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, agrees that the County may have such work performed as the County considers necessary to fulfill such guaranty or may allow the damage or defective work to remain as it is. In the first

instance, Contractor shall promptly pay the County such sums as were expended in fulfilling the guaranty; in the second instance, he shall promptly pay the County such sums of money as it would have been necessary to expend to fulfill them. Usual wear and tear and the results of accidents not chargeable to Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, and are excepted from the above requirements. Everything necessary for the fulfillment of any guaranty must be done without any expense to the County.

SECTION 2

THE CONTRACTOR AGREES

1. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, procure all necessary licenses and permits, and file any documents required for the approval of governmental authorities having jurisdiction over the Project.
2. To be available for such conferences as the County may deem necessary in connection with the work, and the County shall have the right to inspect plans at all reasonable times at an acceptable office or offices located at 1900 NE 36th Street, Suite 106, Oklahoma City, OK 73111.
3. To assume responsibility, to indemnify, and save harmless the County or other agency or other government from all claims and liability due to his negligent acts or the negligent acts of his agents, employees, subcontractors, independent contractor and/or independent contractor retained pursuant to this agreement.
4. To bind Contractor's firm including principals, officers, employees, agents, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, to the same statutes, rules, and regulations as the County insofar as conflict of interest is concerned. Retention of records for three years after the final payment (paragraph 6).
5. That prior to beginning the work he and his subcontractors shall obtain and furnish current copies (certificates) to the County of
 - A. Worker's Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - B. General Liability Insurance. The insurance policy coverage must be in an amount of sufficient to satisfy any claims arising under The Oklahoma Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq. The insurance policy must contain provisions that the County be notified if the insurance carrier intends to cancel or not renew the policy.

This insurance (A and B) shall be maintained in full force and effect during the life of the contract.

6. The Contractor is required to have bonds for Contracts exceeding Fifty Thousand Dollars (\$50,000.00) naming Oklahoma County as the insured;

- A. Performance Bond for 100% of the value of the Contract to insure completion of the Work.

- B. Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of subcontractors, suppliers and employees for unpaid debts of the Contractor.

7. The Contractor agrees to provide the County, the U.S. Department of Treasury, Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

The Contractor agrees to provide the County, the Treasury Department, Federal Administrator, or their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. The County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Treasury Department, Federal Administrator or the Comptroller General of the United States.

The Contractor understands that knowingly making a false statement, representation, report, or claim may be subject to prosecution under the provisions of U.S.C.S. § 1001, § 1020.

8. During the performance of this contract, The contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (8) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon

each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9. The Contractor agrees to be in compliance with the Davis Bacon Act:

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

10. The Contractor agrees to be in compliance with the Copeland "Anti-Kickback" Act:

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

11. The Contractor agrees to be compliant with the Contract Work Hours and Safety Standards Act:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by

the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

12. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to The Clean Air Act and The Federal Water Pollution Control Act, as amended, 42 U.S.C. § 7401 et seq. and as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal agency.
13. The Contractor agrees to comply with the Suspension and Debarment Statement and such contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - A. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - B. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - C. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. The Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the non-Federal entity the following certification. Attachment "B".
15. The Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business; and women's business enterprises;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's businesses enterprises and small and minority business;
 - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in a through e above.
- For the purposes of these requirements, a Minority Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.
16. Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For the purposes of this section;

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means terms and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
17. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - Competitively within a timeframe providing for compliance with the contract performance Schedule.
 - Meeting contract performance requirements; or
 - At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
18. The Contractor acknowledges that Federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal policies, procedures, and directives.
19. The Contractor shall not use any Federal or County seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal pre-approval.
20. The Contractor agrees The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
21. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

THE COUNTY AGREES

The pay total fee not exceed Fifty-Nine Thousand, One Hundred Twenty-Eight Dollars (\$59,128.00) which includes all services provided by Contractor, his subcontractors and/or independent contractor retained pursuant to this agreement, as funds are available and work is authorized by the County Engineer.

It is further mutually agreed by the County and the Contractor that:

1. A written notice will be made to the Contractor by setting out the date he is to begin the prosecution of the contract work.
2. It is expressly understood and agreed by and between the parties hereto that the Contractor, including his subcontractors and/or independent contractors retained pursuant to this agreement, will hold and save the County harmless from any and all claims of damage or cause of action accruing to persons by reason of any of the work performed hereunder. The Contractor will be held responsible for the accuracy of construction details and quantities of work to be performed or be performed by his subcontractors and/or independent contractors retained pursuant to this agreement. Frequent occurrence of irregularities in construction details or quantities will be a basis for withholding future construction contracts from said Contractor. The Contractor, his subcontractors and/or independent contractors retained pursuant to this agreement, shall furnish a legible copy of all computations used in developing pay quantities, neatly arranged, bound, properly identified and indexed. The Contractor will be held responsible for any mistakes or omissions in the work of the Contractor, his subcontractors and/or independent contractors retained pursuant to this agreement, which appear during the final review by the County or any other government agency.
3. For any major revision in the character of the scope of the work ordered in writing by the County, a supplemental agreement will be negotiated, prior to performing the additional work.
4. The County reserves the right to delete any portion of the contract at any time, and if such is done, the total construction fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the construction fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if the work has been already accomplished on that portion of the contract to be deleted, the Contractor, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

5. The County reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Contractor, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be paid by the County the reasonable value for the data delivered or ready for delivery upon receipt thereof.
6. Any dispute concerning a question of fact in connection with the work not disposed of by the agreement between the County, the Contractor, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be referred for determination to the County Commissioner in whose district the project is located, or his duly authorized representative whose decision shall be taken to the Board of County Commissioners for further consideration and determination.
7. The County will consider a request for a reasonable extension of time, if the Contractor submits a request in writing indicating the length of extension required, along with satisfactory evidence showing that he is unable to complete this work in the time specified for reasons beyond his control. However, the County and the Contractor may be bound by certain schedules imposed by the Federal Government regarding the use and/or expenditure of funds.
8. The Contractor shall furnish all construction services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
9. All work performed and submitted under this contract, including the Contractor including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be done in a manner acceptable to the County, and all computations prepared or obtained under the terms of the contract shall be delivered to and become the property of the County and that basic notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the County without restriction or limitation on their use. Contractor shall retain these documents for a minimum of three years from the date of final payment.
10. This contract is null and void unless the amount of the contract has been encumbered by the County and approved for payment by the Board of County Commissioners.
11. This agreement cannot be assigned or subcontracted by either party without written approval of either party.

SECTION 3

TERMS OF AGREEMENT

This Agreement shall be effective upon execution by all parties and will expire on completion of the scope of work.

GOVERNING LAW

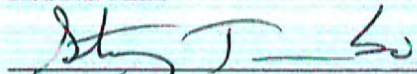
The Contract shall be governed by the law of the place where the Project is located, that being the State of Oklahoma.

OWNER IS A GOVERNMENTAL ENTITY OF THE STATE OF OKLAHOMA

It is expressly understood that the County under this agreement is a body corporate and politic of the State of Oklahoma and consequently may only contract within limitations provided by Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of the Article shall control any other provisions of this agreement.

The Contractor shall not perform any services until the Contractor receives a Purchase Order from Oklahoma County showing the full amount of the obligation create pursuant to this Agreement for the Project has been encumbered within an unencumbered amount previously appropriated for such purpose within the budget of Oklahoma County for Fiscal Year 2024-2025. For the purpose of this agreement, it is understood and agreed that the full amount of the obligation created pursuant to this Agreement is no more than Fifty-Nine Thousand, One Hundred Twenty-Eight Dollars (\$59,128.00). In the event that an Amendment is approved pursuant to terms of this agreement, and terms of the Amendment require payment of any sum in addition to the sum immediately aforesaid, Contractor shall not perform any services contemplated within the scope of said Amendment until Contractor receives a Purchase Order showing that the full amount previously appropriated for such purchase in the budget of the Oklahoma County's Fiscal Year within which the Amendment is appropriated.

APPROVED:



Stacey Trumbo, P.E.
County Engineer

CONTRACTOR:

Jim Cooley Construction, LLC
1900 NE 36th Street, Suite 106
Oklahoma City, OK 73111

Contractor

Printed Name and Title

Signed before me this 3rd day of July, 2024.

Vickie L Guy
Notary Public

01/22/25
My Comm. Expires



VICKIE L GUY

Notary Public
State of Oklahoma

Commission # 13000677 Exp: 01/22/25

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of ____, 2024.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Chairman

ATTEST:

Member

Member

1947-1948



JIMCOOL-01

SCHAMBERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2024

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 Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Shirlene Chambers	
	PHONE (A/C, No, Ext): (405) 418-8606 FAX (A/C, No):	
	E-MAIL ADDRESS: schambers@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Co	20443
	INSURER B : Continental Ins Co	35289
	INSURER C : National Fire Ins Co of Hart	20478
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Jim Cooley Construction, LLC
P O Box 54619
Oklahoma City, OK 73154

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR			4024849871	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PRO-JECT ☐ LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	☒ ANY AUTO			4024849854	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR						
	☐ EXCESS LIAB ☐ CLAIMS-MADE			4024849885	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A			424849868	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Builders' Risk			6080915097	7/1/2024	7/1/2025	Occurrence 10,000,000
A	Builders' Risk			6080915097	7/1/2024	7/1/2025	Frame 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Oklahoma County 1st Floor Annex Phase I Clerks Books ARPA Project #10067A

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners of Oklahoma County
320 Robert S. Kerr, Suite 321
Oklahoma City, OK 73102

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

July 2, 2024

The Board of County Commissioners of Oklahoma County
320 Robert S Kerr, Suite 201
Oklahoma City, OK 73102

RE: Jim Cooley Construction, LLC.
Bond #2347472
Project: ARPA Project #10067 A - Oklahoma County 1st Floor Annex Phase 1 -
Clerks Books

Dear Sir/Madam:

Please let this letter serve as authorization to date the bonds and powers of attorney for the above-captioned bonds. This authority may be extended by you the owner, or to the architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,



Deborah L. Raper, Attorney-in-Fact for Swiss Re Corporate Solutions America Insurance Corporation



AIA® Document A312™ – 2010

Performance Bond

Bond Number: 2347472

CONTRACTOR:

(Name, legal status and address)
Jim Cooley Construction, LLC.

1900 NE 36th Street, Suite 106
Oklahoma City, OK 73111

OWNER:

(Name, legal status and address)
The Board of County Commissioners of Oklahoma County

320 Robert S Kerr, Suite 201
Oklahoma City, OK 73102

CONSTRUCTION CONTRACT

Date:

Amount: \$ Fifty-nine Thousand One Hundred Twenty-eight & 00/100 (\$59,128.00)

Description:

(Name and location)
ARPA Project #10067 A - Oklahoma County 1st Floor Annex Phase 1 - Clerks Books

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America
Insurance Corporation
1200 Main St.

Kansas City, MO 64105-2478

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ Fifty-nine Thousand One Hundred Twenty-eight & 00/100 (\$59,128.00)

Modifications to this Bond:



None



See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Jim Cooley Construction, LLC.

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Swiss Re Corporate Solutions America Insurance Corporation

Signature: _____

Name and

Title:

Deborah L. Raper, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Rich & Cartmill, Inc.
9401 Cedar Lake Avenue
Oklahoma City, OK 73114
405-418-8600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



Init.

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User Notes:

(151488849)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.



AIA Document A312™ – 2010

Payment Bond

Bond Number: 2347472

CONTRACTOR:

(Name, legal status and address)
Jim Cooley Construction, LLC.

1900 NE 36th Street, Suite 106
Oklahoma City, OK 73111

OWNER:

(Name, legal status and address)
The Board of County Commissioners of Oklahoma County

320 Robert S Kerr, Suite 201
Oklahoma City, OK 73102

CONSTRUCTION CONTRACT

Date:

Amount: \$ Fifty-nine Thousand One Hundred Twenty-eight & 00/100 (\$59,128.00)

Description:

(Name and location)

ARPA Project #10067 A - Oklahoma County 1st Floor Annex Phase 1 - Clerks Books

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ Fifty-nine Thousand One Hundred Twenty-eight & 00/100 (\$59,128.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Jim Cooley Construction, LLC.

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
Swiss Re Corporate Solutions America Insurance Corporation

Signature: _____

Name and

Title:

Deborah L. Raper, Attorney-in-Fact

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Rich & Cartmill, Inc.
9401 Cedar Lake Avenue
Oklahoma City, OK 73114
405-418-8600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



Init.

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User Notes:

(1951544664)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init.

MAINTENANCE BOND

Bond Number 2347472

KNOW ALL MEN BY THESE PRESENTS, That we Jim Cooley Construction, LLC.

as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, are held and firmly bound unto The Board of County Commissioners of Oklahoma County

as Oblige, in the penal sum of Fifty-nine Thousand One Hundred Twenty-eight & 00/100 (\$59,128.00)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assign jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Oblige dated _____ ,
for ARPA Project #10067 A - Oklahoma County 1st Floor Annex Phase 1 - Clerks Books

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of 1 year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on TBD

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of 1 year(s) from and after completion of contract then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED THIS DAY OF , .



Principal: Jim Cooley Construction, LLC.

By: _____

[Signature]
Title

Surety: Swiss Re Corporate Solutions America Insurance Corporation



By: _____

[Signature]

Deborah L. Raper Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL,
VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES,
THOMAS PERRAULT, KRISTIN LEWIS, JOSHUA BRYAN, FAITH BURLESON, and BECKY KILLMAN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 11TH day of JANUARY, 20 24

State of Illinois
County of Cook

§§

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11TH day of JANUARY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Notary Public, State of Illinois

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20 .

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

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Bill To	Requisition 12500956-00 FY 2025
	Acct No:
	1415-00-373-308-000-000-55025 -AR067
	Review:
	Buyer: 6065bbkeltho
	Status: Released
	Page 1
=====	=====

Vendor
 JIM COOLEY CONSTRUCTION LLC
 1900 NE 36TH ST

OKLAHOMA CITY, OK 73111

Ship To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	1003022				Construction Projects

LN Description / Account	Qty	Unit Price	Net Price
001 AR067 1st Floor County Clerk Books Project	59128.00 EACH	1.00000	59128.00

1 1415-00-373-308-000-000-55025 -AR067	
E AR067 -ARPA -CONSTRUCT -	59128.00

Ship To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total	59128.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E AR067 -ARPA -CONSTRUCT -	59128.00	916387.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1415-00-373-308-000-000-55025 -AR067	59128.00	237442.00

Engineer ARPA Const Projects Building Improvement