

PERFORMANCE BOND

Bond No.: 108084951

WHEREAS, Globe Construction Co., hereinafter "Contractor," entered into a Construction Contract with the Trust on the 22nd day of August, 2024, for the erection and construction of certain works and improvement described below all in compliance with the plans and specifications contained in the Project Manual for the Project on file in the Office of the City Clerk, and said Construction Contract is hereby made a part and parcel of this Performance Bond as if literally written herein:

Facility Name: Will Rogers World Airport
Facility Location: 7100 Terminal Drive, Oklahoma City, OK 73159
Project Name: Terminal Restrooms Renovations Phase 1
Project Number: OCAT WRWA 2319

WHEREAS, Contractor, and Traveler's Casualty and Surety Company of America, as Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns unto the Oklahoma City Airport Trust, hereinafter called "Trust," the City of Oklahoma City, hereinafter called "City", and any other public trust of the City of Oklahoma City that may be participating in the below described project, hereinafter called "Participating Trust", in the full and just sum of Three Million Forty-Eight Thousand Seven Hundred Seventy-Eight Dollars (\$3,048,778.00) such sum being equal to 100% of the Construction Contract price for the performance and making of the following Trust owned work and improvement.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said Contract according to its terms, conditions, and covenants, and in exact accordance with the Construction Contract and Project Manual for the project referenced above including any applicable written change orders and modifications approved by the Trust, then the Contractor and Surety shall have no obligation under this Performance Bond unless specified herein.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto in furtherance of the obligations set forth in this bond that:

1. If there is no default by the Trust or the City, the Surety's obligation under this Performance Bond shall arise after:
 - A. The Trust, by and through the Director or Airports, hereinafter "Director", provides notice to the Contractor and the Surety that the Trust is considering declaring a contractor in default. The notice shall indicate whether the Trust is requesting a conference among the Trust through the Director, Contractor and Surety to discuss the Contractor's performance. If the Trust does not request a conference, the Surety may, within five (5) business days after receipt of the Trust's notice, request such a conference. If the Surety timely requests a conference, the Director shall attend. Unless otherwise agreed by the Director, any conference requested on this section shall be held within ten (10) business days of the Surety's receipt of the Trust's notice. If the Trust, 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 Trust's right, if any, subsequently to declare a Contractor in Default;
 - B. The Trust declares a Contractor in Default, terminates the Construction Contract and notifies the Surety; and
 - C. The Trust agrees to hold in escrow the balance of the Contract amount until Final Acceptance of the work in accordance with the terms of the Construction Contract for payment to the Surety or a contractor selected to perform the Construction Contract.
 - D. Failure of the Trust to comply with the notice requirement of paragraph 1(a) 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.

2. When the Trust has satisfied the conditions of Paragraph 1, the Surety shall promptly and at the Surety's expense take one of the following actions with the written consent of the Trust by and through the Director of Airports:
 - A. Arrange for the Contractor to perform and to complete the Construction Contract;
 - B. Undertake to perform and to complete the Construction Contract itself, through its agents or independent contractors for performance and completion of the Construction Contract secured with performance and payment bonds executed by a qualified surety equivalent to the bonds used on the Construction Contract and to pay to the Trust any amount of damages as described in Paragraph 3 in excess of the Balance of the Construction Contract Amount incurred by the Trust as a result of Contractor Default; or
 - C. Waive its right to perform and complete the Construction Contract under paragraph 2(a) and 2(b) and within thirty (30) days:
 - 1) Investigate and determine the amount owed to the Trust due to Contractor Default and make payment of any amounts owed to the Trust; or
 - 2) Deny liability in whole or in part and notify the Trust citing the reasons for the denial.
 - D. If the Surety does not proceed as provided in Paragraph 2(a), (b), or (c), the Surety shall be deemed to be in default on this Performance Bond seven (7) days after receipt of an additional written notice from the Trust by and through the Director to the Surety demanding that the Surety perform its obligations under this Bond, and the Trust shall be entitled to enforce any remedy available to the Trust. If the Surety proceeds under provision 2(c)(i) and the Trust refused the payment or the Surety has denied liability, in whole or in part, under 2(c)(ii) and without further notice the Trust shall be entitled to enforce any remedy available to the Trust.
3. If the Surety elects to proceed under 2(a), (b), or (c), then the responsibilities of the Surety to the Trust shall not be greater than the obligations of the Contractor under the Construction Contract and the responsibilities of the Trust to the Surety shall not be greater than those of the Trust under the Construction Contract. Notwithstanding the previous statement and the Trust's commitment to pay the Balance of the Contract Amount, the Surety is obligated without duplication for:
 - A. the responsibilities of the Contractor, its own undertaking or that of its subcontractors for the correction of any defective work and completion of the Construction Contract;
 - B. any additional legal, professional design or engineering and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 2;
 - C. any additional costs incurred by the Trust associated with procuring and securing a new contractor; and
 - D. liquidated damages in the amount set forth in the Construction Contract or any actual damages caused by delayed performance or non-performance of the Contractor.
4. If the Surety elects to proceed under 2(a), (b), or (c) then Surety's liability is limited to the amount of this Performance Bond plus any item listed in Paragraph 3, but Surety shall not be liable to the Trust or others for obligations that are unrelated to the Construction Contract unless specified herein.
5. The Surety hereby waives notice of any change orders, modifications or amendments, including changes of time, to the Construction Contract or other obligations.
6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the State of Oklahoma and shall be instituted within two (2) years after a declaration of the Contractor's Default, or within two (2) years after the Contractor ceases working or within two (2) years after the Surety refused or fails to perform its obligations under this Bond, whichever occurs first.

7. Notices shall be at the following addresses:

Trust: Director of Airports
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159

Contractor: Globe Construction Co.
2211 E I-44 Service Road, Suite B
Oklahoma City, OK 73111

Surety: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

8. To the extent that this Performance Bond is required to comply with a statutory or other legal requirement for the work being performed and should any provision of this Performance Bond conflict with said statutory or legal requirements, then those conflicting provisions shall be deleted here from and provisions necessary to conform this Performance Bond to the statutory or other legal requirements shall be deemed incorporated herein. It is the intent of the parties that this Performance Bond shall be construed as a statutory bond and not as a common law bond when so required.

9. Definitions:

- A. **Balance of the Construction Contract Amount** means the amount payable by the Trust to the Contractor under the Construction Contract after all proper adjustments have been made reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- B. **Construction Contract** means the agreement between the Trust and the Contractor identified herein including the Project Manual, drawings, specifications, addendums, change orders or other items that comprise the complete agreement between the Trust and Contractor.
- C. **Contractor Default** means the failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material term of the Construction Contract.
- D. **Trust Default** means the failure of the Trust, 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.

10. The parties agree that the recitals are contractual in nature.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that if the project is federally funded; the Surety further agrees that the terms of this Performance Bond shall cover the payment of the prevailing hourly rate of wages as determined by US Secretary of Labor and in force at the date of the Construction Contract. The prevailing wage rates are included in the specifications which are a part of the Contract. Prevailing wage rates included in the specifications will not be altered as long as this Contract is in force.

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

Executed this 7th day of August, 20 24 by the Contractor.

ATTEST:



Globe Construction Co.

Contractor

[Signature]
(Witness - Secretary)

[Signature]
(Authorized Officer)

John A. Lippert, President

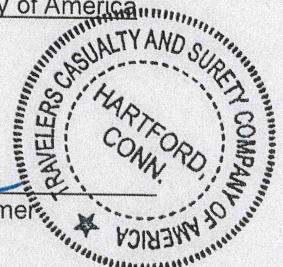
Executed this 7TH day of August, 20 24 by the Surety.

Travelers Casualty and Surety Company of America
Surety (Name of company)

ATTEST:

[Signature]
(Witness - Secretary) Cassidy Scott

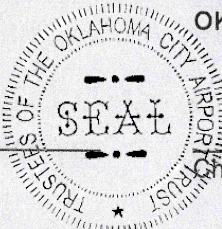
[Signature]
(Attorney-in-Fact), Dillon Rosenhamer



APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND day of AUGUST, 20 24.

ATTEST: (SEAL)

[Signature]
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

[Signature]
Chairman

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor/
Attorney for the Trust

PAYMENT BOND
(Statutory Bond)

Bond No.: 108084951

WHEREAS, Globe Construction Co., hereinafter "Contractor," entered into a Construction Contract with the Trust on the 22nd day of August, 2024, for the erection and construction of certain works and improvement for the project described below all in compliance with the plans and specifications contained in the Project Manual on file in the Office of the City Clerk, and said Construction Contract is hereby made a part and parcel of this Payment Bond as if literally written herein.

Facility Name: Will Rogers World Airport
Facility Location: 7100 Terminal Drive, Oklahoma City, OK 73159
Project Name: Terminal Restrooms Renovations Phase 1
Project Number: OCAT WRWA 2319

WHEREAS, as Contractor, and Travelers Casualty and Surety Company of America, as Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns unto the Oklahoma City Airport Trust, hereinafter called "Trust," the City of Oklahoma City, hereinafter called "City", and any other public trust of the City of Oklahoma City that may be participating in the below described project, hereinafter called "Participating Trust", in the full and just sum of Three Million Forty-Eight Thousand Seven Hundred Seventy-Eight Dollars (\$3,048,778.00) such sum being equal to 100% of the Construction Contract price for the payment of labor, materials and equipment furnished for use in the performance of the Construction Contract.

NOW, THEREFORE, if the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnified and hold harmless the Trust and City from claims, demands, liens or suits by any person or entity seeking payment for labor, materials, or equipment furnished or taxes owed for use in the performance of the Construction Contract, including all indebtedness the Contractor incurs for the Contractor's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair of and parts for equipment the contract requires the Contractor to furnish then the Surety and the Contractor shall have no obligation under this Bond, but if the Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor for labor, materials, equipment or taxes for the construction of the project described above, then the Claimant may sue and recover on this bond the amount so due and unpaid provided that no action shall be brought on the bond after one (1) year from the day on which the last of the labor was performed or material or parts furnished for which the claim is made.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto in furtherance of the obligations set forth in this bond that:

1. If there is no Trust Default under the Construction Contract, the Surety's obligation to the Trust under this Payment Bond shall arise:
 - A. after the Trust has notified the Contractor and the Surety at the addresses set forth below of any Claim, demand, lien or suit against the Trust or the Trust's property by any person or entity seeking payment for labor, materials or equipment furnished or taxes owed for use in the performance of the Construction Contract and to provide defense of such claims, demands, liens or suits to the Contractor and the Trust;
 - B. Once notice is provided pursuant to paragraph 1(a), the Surety, at its own expense, shall promptly defend, indemnify and hold harmless the Trust and City against a duly tendered Claim, demand, lien or suit.
2. Surety's obligation to a Claimant having direct contractual relationship with a subcontractor, regardless of tier, performing work on the contract, but no contractual relationship express or implied with the Contractor furnishing the Payment Bond, shall have a right of action upon the Payment Bond only upon giving written notice to the Contractor and Surety on the Payment Bond within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or parts for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material or parts

were furnished or supplied or for whom the labor was done or performed. The notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the Contractor maintains an office or conducts business, together with a copy thereof to the Surety or Sureties on the Payment Bond.

3. 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, for the obligations of this bond.
4. If the project is federally funded, the surety further agrees that the terms of this Bond shall cover the payment of the prevailing hourly rate of wages as determined by US Secretary of Labor and in force at the date of the Contract. The prevailing wage rates are included in the specifications which are a part of the Contract. Prevailing wage rates included in the specifications will not be altered as long as this Contract is in force.
5. This bond shall remain in full force and effect until the Contractor has fully paid all indebtedness for labor and materials to other entities arising as a direct result to this contract including but not limited to any and all employees, material suppliers, sub-contractors, equipment rental agencies, laborers, tradesmen, consultants, surveyors and testing facilities. Final Payment to these entities of any retained or withheld funds shall be made in accordance with Title 61 of the Oklahoma Statutes, Section 226 or as otherwise required by law. Proof of payment may be required by the Trust.
6. Notices shall be at the following addresses:

Trust: Director of Airports
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159

Contractor: Globe Construction Co.
2211 E I-44 Service Road, Suite B
Oklahoma City, OK 73111

Surety: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

7. To the extent that this Performance Bond is required to comply with a statutory or other legal requirement for the work being performed and should any provision of this Performance Bond conflict with said statutory or legal requirements, then those conflicting provisions shall be deleted here from and provisions necessary to conform this Performance Bond to the statutory or other legal requirements shall be deemed incorporated herein. It is the intent of the parties that this Performance Bond shall be construed as a statutory bond and not as a common law bond when so required.
8. Definitions:
 - A. **Claim** means a written statement by the Claimant including at a minimum the name of the claimant, the name of the person for whom the labor was done or materials or equipment furnished, 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, the total amount earned by the Claimant for labor, materials and equipment and any deductions or payments previously received and the total amount due and unpaid with a brief statement describing what is owed by the Contractor.
 - B. **Claimant** means any individual or entity have a direct contract with the Contractor or with a subcontractor to furnish labor, materials or equipment for use in the performance of the Construction Contract.

- C. **Construction Contract** means the agreement between the Trust and the Contractor identified herein including the Project Manual, drawings, specifications, addendums, change orders or other items that comprise the complete agreement between the Trust and Contractor.
- D. **Trust Default** means the failure of the Trust, 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.

9. The parties agree that the recitals are contractual in nature.

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

Executed this 7th day of August, 20 24 by the Contractor.



Globe Construction Co.
Contractor

ATTEST:

[Signature]
(Witness - Secretary)

[Signature]
(Authorized Officer) John A. Lippert, President

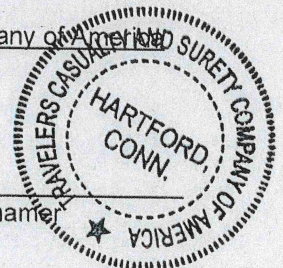
Executed this 7th day of August, 20 24 by the Surety.

Travelers Casualty and Surety Company of America
Surety (Name of company)

ATTEST:

[Signature]
(Witness - Secretary) Cassidy Scott

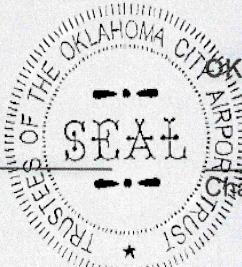
[Signature]
(Attorney-in-Fact), Dillon Rosenhamer



APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND day of AUGUST, 20 24.

ATTEST: (SEAL)

[Signature]
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

[Signature]
Chairman

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor/
Attorney for the Trust

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 108084951

That We, Globe Construction Co., as Contractor, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the Oklahoma City Airport Trust, hereinafter called "Trust," and the City of Oklahoma City, hereinafter called the "City," in the full and just sum of Three Million Forty-Eight Thousand Seven Hundred Seventy-Eight Dollars (\$3,048,778.00) such sum being equal to the contract price for a period of **two (2) year(s)** from final acceptance of the project by the Trust for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Contractor has by a certain contract between Globe Construction Co. and the Trust, dated this 22nd day of August, 2024, agreed to construct the following Trust work and improvement:

Facility Name: Will Rogers World Airport
Facility Location: 7100 Terminal Drive, Oklahoma City, OK 73159
Project Name: Terminal Restrooms Renovations Phase 1
Project Number: OCAT WRTWA 2319

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 of the CITY OF OKLAHOMA CITY; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of **two (2) year(s)** from final acceptance of the project by the Trust.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Trust, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of **two (2) year(s)** from and after acceptance of said project by the Trust, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of **two (2) year(s) from final acceptance of the project by the Trust** and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Trust, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

Executed this 7th day of August, 20 24 by the Contractor.

ATTEST:



Globe Construction Co.
Contractor

Benjen
(Witness - Secretary)

John A. Lippert
(Authorized Officer) John A. Lippert, President

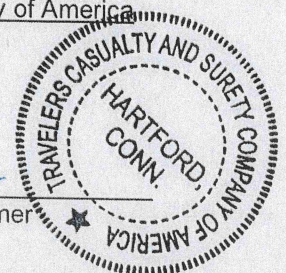
Executed this 7th day of August, 20 24 by the Surety.

ATTEST:

Travelers Casualty and Surety Company of America
Surety (Name of company)

Cassidy Scott
(Witness - Secretary) Cassidy Scott

Dillon Rosenhamer
(Attorney-in-Fact), Dillon Rosenhamer

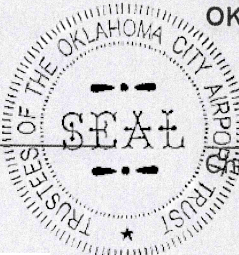


APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND day of AUGUST, 20 24.

ATTEST: (SEAL)

OKLAHOMA CITY AIRPORT TRUST:

Amy K. Simpson
Trust Secretary



Greg Salmon
Chairman

REVIEWED for form and legality.

Hailey Rawson
Assistant Municipal Counselor/
Attorney for the Trust



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dillon Rosenhamer** of **OKLAHOMA CITY**, **OKlahoma**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

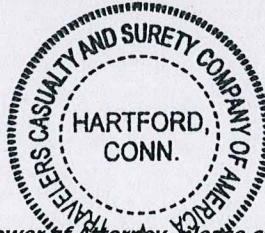
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **August**, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2024

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 Arthur J. Gallagher Risk Management Services, LLC 615 East Britton Road Oklahoma City OK 73114	CONTACT NAME: Amber Page PHONE (A/C, No, Ext): 405-639-3812 E-MAIL ADDRESS: Amber_Page@ajg.com FAX (A/C, No):												
INSURED Globe Construction Co PO BOX 17420 Oklahoma City OK 73136	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Zurich American Insurance Company</td><td>NAIC # 16535</td></tr><tr><td>INSURER B : American Guarantee and Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER C : Continental Casualty Co</td><td>2186</td></tr><tr><td>INSURER D : Steadfast Insurance Company</td><td>26387</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : Zurich American Insurance Company	NAIC # 16535	INSURER B : American Guarantee and Liability Ins Co	26247	INSURER C : Continental Casualty Co	2186	INSURER D : Steadfast Insurance Company	26387	INSURER E :		INSURER F :	
INSURER A : Zurich American Insurance Company	NAIC # 16535												
INSURER B : American Guarantee and Liability Ins Co	26247												
INSURER C : Continental Casualty Co	2186												
INSURER D : Steadfast Insurance Company	26387												
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 1817270124**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 7926780 - 01	8/1/2024	8/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 15,000																				
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GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> 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		Y	BAP 7926778 - 01	8/1/2024	8/1/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			SXS 7926781 - 01	8/1/2024	8/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																				
AGGREGATE	\$ 10,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		WC 7926777 - 01	8/1/2024	8/1/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C D A	Builders Risk Professional Liability Contractors Equipment			7034138862 EOC 8599158-01 CPP 6862892 - 01	8/1/2024 8/1/2024 8/1/2024	8/1/2025 8/1/2025 8/1/2025	Builders Risk/Ded Per Claim / Aggregate Rented Equipment \$25,000,000/\$5k \$1M / \$2M \$150,000														

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

RE: Project No. OCAT WRWA 2319 - Terminal Restrooms Renovations Phase I Will Rogers World Airport

THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY AIRPORT TRUST, AND Frankfurt-Short-Bruza Associates, P.C. is listed as additional insured on General Liability Policy and loss payee as their interest may appear.

Waiver of Subrogation applies in favor of additional insureds with respect to General liability and Auto Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City, the Oklahoma City Airport Trust, and Frankfurt-Short-Bruza Associates, P.C.
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159-0937

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE