

**PERFORMANCE BOND**

**WHEREAS,** Atlas Paving Company Inc., hereinafter "Contractor," entered into a Construction Contract with the Trust on the 23 day of May, 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: Mike Monroney Aeronautical Center at Will Rogers World Airport  
 Facility Location: Oklahoma City, OK  
 Project Name: Repair Mike Monroney Boulevard  
 Project Number: OCAT WRWA 1618

**WHEREAS,** Contractor, and Amerisure Mutual Insurance Company, 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 Two Million One Hundred Fifty Seven Thousand One Hundred Seventy Eight & 00/100 Dollars (\$2,157,178.00) 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:** Atlas Paving Company Inc.  
PO Box 75727  
Oklahoma City, OK 73147

**Surety:** Amerisure Mutual Insurance Company  
PO Box 9098  
Farmington Hills, MI 48333-9098

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 May, 2024 by the Contractor.

Atlas Paving Company Inc.  
Contractor

ATTEST:

Carol McCoin  
(Witness - Secretary) Carol McCoin  
XXXXXX

Tyle North  
(Authorized Officer) Tyle North, VP



Executed this 5th day of May, 2024 by the Surety.

Amerisure Mutual Insurance Company  
Surety (Name of company)

ATTEST:

Becky Killman  
(Witness - Secretary) Becky Killman  
XXXXXX

Deborah L. Raper  
(Attorney-in-Fact) Deborah L. Raper



APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 23RD day of MAY, 2024.

ATTEST:

Amy K. Simpson  
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

Jerry Salmon  
Chairman

REVIEWED for form and legality.

Jordan Medaris  
Assistant Municipal Counselor/  
Attorney for the Trust

**PAYMENT BOND**  
**(Statutory Bond)**

**WHEREAS**, Atlas Paving Company Inc., hereinafter "Contractor," entered into a Construction Contract with the Trust on the 23 day of May, 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: Mike Monroney Aeronautical Center at Will Rogers World Airport  
 Facility Location: Oklahoma City, OK  
 Project Name: Repair Mike Monroney Boulevard  
 Project Number: OCAT WRWA 1618

**WHEREAS**, as Contractor, and Amerisure Mutual Insurance Company, 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 <sup>Two Million One Hundred Fifty Seven Thousand</sup> ~~One hundred Seventy Eight & 00/100~~ Dollars (\$2,157,178.00), 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 U. S. 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:** Atlas Paving Company Inc.  
PO Box 75727  
Oklahoma City, OK 73147

**Surety:** Amerisure Mutual Insurance Company  
PO Box 9098  
Farmington Hills, MI 48333-9098

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.

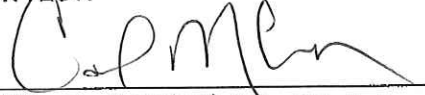
**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its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

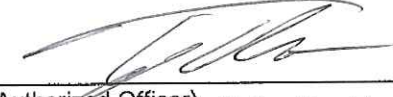
Executed this 7th day of May, 2024 by the Contractor.

Atlas Paving Company Inc.  
Contractor



ATTEST:


  
(Witness - Secretary) Carol McCain

  
(Authorized Officer) Tyle North, VP

Executed this 5th day of May, 2024 by the Surety.

Amerisure Mutual Insurance Company  
Surety (Name of company)

ATTEST:

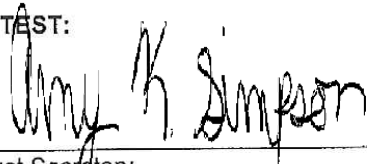
  
(Witness - Secretary) Becky Killman

  
(Attorney-in-Fact) Deborah L. Raper



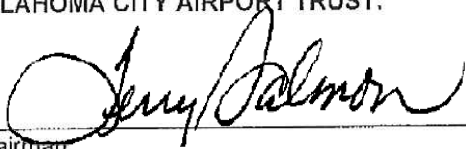
APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 23RD day of MAY, 2024.

ATTEST:


  
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

  
Chairman

REVIEWED for form and legality.

  
Assistant Municipal Counselor/  
Attorney for the Trust



**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, Atlas Paving Company Inc., as Contractor, and Amerisure Mutual Insurance Company, 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 Two Million One Hundred Fifty Seven Thousand One hundred Seventy Eight & 00/100 Dollars (\$2,157,178.00), such sum being equal to the contract price for a period of one (1) 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 Atlas Paving Company and the Trust, dated this 23 day of May, 2024 agreed to construct the following Trust work and improvement:

Facility Name: Mike Monroney Aeronautical Center at Will Rogers World Airport  
Facility Location: Oklahoma City, OK  
Project Name: Repair Mike Monroney Boulevard  
Project Number: OCAT WRWA 1618

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 one (1) 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 one (1) 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 one (1) 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 May, 2024 by the Contractor.

Atlas Paving Company Inc.  
Contractor

ATTEST:

  
(Witness - Secretary) Carol McCain


  
(Authorized Officer) Tyle North, VP



Executed this 5th day of May, 2024 by the Surety.

Amerisure Mutual Insurance Company  
Surety (Name of company)

ATTEST:

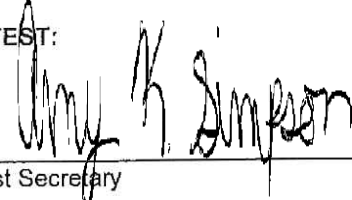
  
(Witness - Secretary) Becky Killman

  
(Attorney-in-Fact) Deborah L. Raper



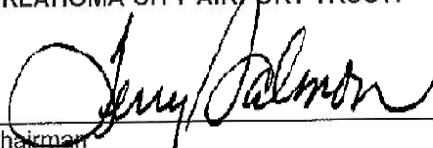
APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 23RD day of MAY, 2024.

ATTEST:


  
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

  
Chairman

REVIEWED for form and legality.

  
Assistant Municipal Counselor/  
Attorney for the Trust



AMERISURE MUTUAL INSURANCE COMPANY  
 AMERISURE INSURANCE COMPANY  
 AMERISURE PARTNERS INSURANCE COMPANY

# POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, JOSHUA BRYAN,  
 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 and KRISTIN LEWIS

of Rich & Cartmill, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or 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:

**ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS**

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary 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 Company;

**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito  
 Michael A. Ito, Senior Vice President Surety

By:

Aaron Green  
 Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company  
 Amerisure Insurance Company  
 Amerisure Partners Insurance Company**

State of Illinois  
 County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, 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.



M. Kenny  
 M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

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



Christopher M. Spaude  
 Christopher M. Spaude, Chief Financial Officer & Treasurer



ATLAPAV-01

TKARJALA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2024

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 <b>Acrisure Texas Risk Advisors &amp; Insurance Services, LLC</b> 5057 Keller Springs Rd. Suite 200 Addison, TX 75001	CONTACT NAME: <b>Tracy Karjala</b>	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: <b>tkarjala@acrisure.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Emcasco Insurance Company</b>	<b>21407</b>
INSURED <b>Atlas Paving Company Inc., Atlas Asphalt Products Inc., Grace Trucking Co. PO Box 75727 Oklahoma City, OK 73147</b>	INSURER B : <b>Employers Mutual Casualty Company</b>	<b>21415</b>
	INSURER C : <b>Union Insurance Company of Providence</b>	<b>21423</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6D43358	4/1/2024	4/1/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> POLLUTION \$ <b>1,000,000</b>
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6M43358	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ 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 DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			6J43358	4/1/2024	4/1/2025	EACH OCCURRENCE \$ <b>9,000,000</b> AGGREGATE \$ <b>9,000,000</b> \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <b>N</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6H43358	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
B	<input checked="" type="checkbox"/> Leased/Rented Equip			6C43358	4/1/2024	4/1/2025	Any One Item <b>500,000</b>

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

Project # OCAT WRWA 1618-Repair Mike Monroney Boulevard

The City of Oklahoma City, the Oklahoma City Airport Trust, and Olsson are additional insureds with respect to liability as required by contract arising out of the project or event.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City, The Oklahoma City Airport Trust, and Olsson 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159	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  Jimmy Irwin