

August 8, 2024

The City of Oklahoma City Airport Trust
200 North Walker Avenue
Oklahoma City, OK 73102

RE: American Elevator Co., Inc.
Bond #54260750
Project: Oklahoma City Airport Trust - Project No. OCAT WRWA 2408,
Walkway Modernization, Will Rogers World Airport

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,



Carey L. Kennemer,
Attorney-in-Fact for United Fire & Casualty Company

PERFORMANCE BOND

WHEREAS, American Elevator Company, hereinafter "Contractor," entered into a Construction Contract with the Trust on the 22nd day of Aug, 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, Oklahoma
Project Name: WALKWAY MODERNIZATION
Project Number: OCAT WRWA 2408

WHEREAS, Contractor, and United Fire & Casualty 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 Two Hundred Ten Thousand Dollars (\$2,210,000.00) 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 damaged 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: American Elevator Company
1905 South Harvard Drive
Oklahoma City, OK 73089

Surety: United Fire & Casualty Company
_____ day of _____, 20____

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 8th day of August, 2024 by the Contractor.

ATTEST:

Leigha L McDonald
(Witness - Secretary)



American Elevator Company
Contractor

Sc Schot President
(Authorized Officer)

Executed this 8th day of August, 2024 by the Surety.

United Fire & Casualty Company
Surety (Name of company)

ATTEST:

Debbie Raper
(Witness - Secretary) Debbie Raper

Carey L. Kennemer
(Attorney-in-Fact) Carey L. Kennemer

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND day of AUGUST, 2024.

ATTEST: (SEAL)

Amy K Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

Amy K Simpson
Chairman

REVIEWED for form and legality.

Hailey Rawson
Assistant Municipal Counselor/
Attorney for the Trust

PAYMENT BOND
(Statutory Bond)

WHEREAS, American Elevator Company, hereinafter "Contractor," entered into a Construction Contract with the Trust on the 22nd day of Aug, 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 Payment Bond as if literally written herein:

Facility Name: WILL ROGERS WORLD AIRPORT
Facility Location: 7100 Terminal Drive, Oklahoma City, Oklahoma
Project Name: WALKWAY MODERNIZATION
Project Number: OCAT WRWA 2408

WHEREAS, as Contractor, and United Fire & Casualty Company's 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 Two Hundred Ten Thousand Dollars (\$2,210,000.00) 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: American Elevator Company
1905 South Harvard Drive
Oklahoma City, OK 73089

Surety: United Fire & Casualty Company
_____ day of _____, 20____

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.

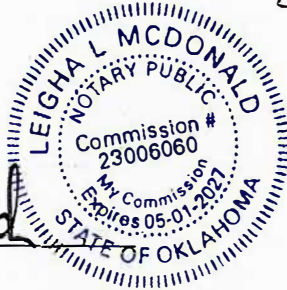
IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact,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

Executed this 8th day of August, 2024 by the Contractor.

American Elevator Company
Contractor

ATTEST:

Leigha L McDonald
(Witness - Secretary)



Sc Shla President
(Authorized Officer)

Executed this 8th day of August, 2024 by the Surety.

United Fire & Casualty Company
Surety (Name of company)

ATTEST:

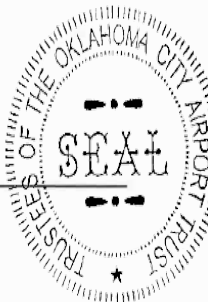
Debbie Raper
(Witness - Secretary) Debbie Raper

Carey L. Kennemer
(Attorney-in-Fact) Carey L. Kennemer

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND day of AUGUST, 2024.

ATTEST: (SEAL)

Amey H Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

Amey H Simpson
Chairman

REVIEWED for form and legality.

Hailey Rawson
Assistant Municipal Counselor/
Attorney for the Trust

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, ~~American Elevator Company~~, as Contractor, and ^{United Fire & Casualty 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 Two Hundred Ten Thousand Dollars (\$2,210,000.00) 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 American Elevator Company and the Trust, dated this 22nd day of Aug, 2021 agreed to construct the following Trust work and improvement:

Facility Name: WILL ROGERS WORLD AIRPORT
Facility Location: 7100 Terminal Drive, Oklahoma City, Oklahoma
Project Name: WALKWAY MODERNIZATION
Project Number: OCAT WRWA 2408

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.

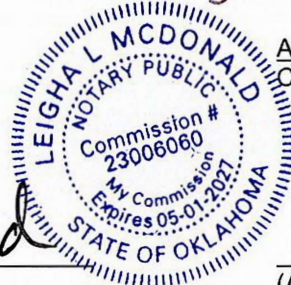
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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 8th day of August, 2021 by the Contractor.

ATTEST:

Leigha L McDonald
(Witness - Secretary)



American Elevator Company
Contractor

Lu S. Smith President
(Authorized Officer)

Executed this 8th day of August, 2021 by the Surety.

United Fire & Casualty Company
Surety (Name of company)

ATTEST:

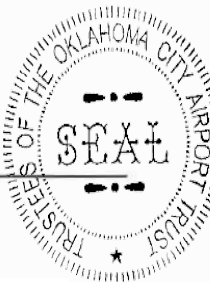
Debbie Raper
(Witness - Secretary) Debbie Raper

Carey L. Kennemer
(Attorney-in-Fact) Carey L. Kennemer

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND day of AUGUST, 2024.

ATTEST: (SEAL)

Amy K Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

Jerry Salmon
Chairman

REVIEWED for form and legality.

Hailey Rawson
Assistant Municipal Counselor/
Attorney for the Trust

DEFECT BOND**KNOW ALL MEN BY THESE PRESENTS:**

We, American Elevator Company, as Contractor, and United Fire & Casualty Company as Surety, a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, are held and firmly bound unto the Oklahoma City Airport Trust, hereinafter "Trust" and the City of Oklahoma City, hereinafter called the "City", in the amount of Two Million Two Hundred Ten Thousand Dollars (\$2,210,000.00), said sum being equal to one hundred percent (100%) of the contract price as provided herein for a period of two (2) year(s) from final acceptance of the project by the Trust. We, as Contractor and Surety, bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally.

WHEREAS, the Contractor entered into a written contract on the 22nd day of August, 2024, with Trust to perform and provide work and construct or create or repair the project, to wit:

Facility Name: WILL ROGERS WORLD AIRPORT
Facility Location: 7100 Terminal Drive, Oklahoma City, Oklahoma
Project Name: WALKWAY MODERNIZATION
Project Number: OCAT WRWA 2408

NOW, THEREFORE, should the Contractor, during the term of this Defect Bond, timely and expeditiously repair or replace, or cause to be repaired or replaced, any defective, inferior or non-compliant workmanship, work and material regarding or relating to the project, and should the Surety, at the end of the term of this Defect Bond, pay, or cause to be paid, to the Trust or City all damages, losses, costs and expenses which directly or indirectly may result from: (1) the untimely repair or replacement of inferior, non-compliant or defective materials, work and workmanship in connection with said project; (2) the failure to timely and expeditiously maintain, repair or replace same; and (3) the cost and expense incurred by Trust to have any defective, inferior or non-compliant work, material or workmanship repaired, replaced or maintained, timely and expeditiously, by Trust staff and/or third parties, then this Defect Bond shall terminate at the end of the term provided in the Standard Provisions; otherwise, this Defect Bond shall remain in effect.

The term of this Defect Bond shall commence upon the formal final acceptance of the entire project by the Trust as fully and totally complete and shall run for (1) the total number of years as provided in the Standard Provisions for this project ("term of years"); or (2) until all repairs and replacement of defective, inferior or non-compliant materials, work or workmanship, occurring or discovered prior to the termination of this Defect Bond have been completed and all sums due from the Surety and the Contractor therefore have been paid, whichever is later.

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 15th day of August, 2024 by the Contractor.

American Elevator Company
Contractor

ATTEST:

Stacie Schaefer
(Witness - Secretary)

[Signature]
(Authorized Officer)

Executed this 15th day of August, 2024 by the Surety.

United Fire & Casualty Company
Surety (Name of company)

ATTEST:

Debbie Raper
(Witness - Secretary) Debbie Raper

Carey L. Kennemer
(Attorney-in-Fact) Carey L. Kennemer

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND day of AUGUST, 2024.

ATTEST: (SEAL)

Amy K. Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

[Signature]
Chairman

REVIEWED for form and legality.

Hailey Rawdon
Assistant Municipal Counselor/
Attorney for the Trust

OKLAHOMA CITY AIRPORT TRUST



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMIE BURRIS, VAUGHN P. GRAHAM, JR., VAUGHN P. GRAHAM, STEPHEN M. POLEMAN, JOHN K. DEER, THOMAS C. PERRAULT, TRAVIS E. BROWN, DEBORAH L. RAPER, VICKI WILSON, AUSTIN K. GREENHAW, SHELLI SAMSEL, DWIGHT A. PILGRIM, CLAYTON HOWELL, MARK D. NOWELL, JOHN MCCLELLAN, GARY LILES, RANDY D. WEBB, BOBBY JOE YOUNG, AARON WOOLSEY, CAREY L. KENNEMER, KRISTIN LEWIS, JOSHUA BRYAN, BECKY KILLMAN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 14th day of December, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of December, 2022

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

State of Iowa, County of Linn, ss:

On 14th day of December, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

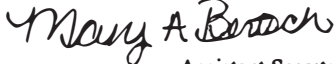



 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 8th day of August, 2024.



By: 
 Assistant Secretary,
 UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

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 Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	CONTACT NAME: PHONE (A/C, No, Ext): 972-387-3000 E-MAIL ADDRESS: services@swinglecollins.com	FAX (A/C, No): 972-387-3808
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great American Ins Co		16691
INSURER B : Travelers Casualty Insurance Company of America		19046
INSURER C : National Union Fire Ins Co of Pitt, PA		19445
INSURER D : Insurance Company of the West		27847
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1999424530**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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLP130318707	10/5/2023	10/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA2X73732A	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			BE033090135	10/5/2023	10/5/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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	WNJ 5067489 01	10/1/2023	10/1/2024	<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
E	Builders Risk Installation Floater In Transit			IHDJ80973200	8/22/2024	8/22/2025	Limit/Ded \$2,320,500/\$2,500 Limit \$500,000 Limit \$500,000

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

Project: WRWA Airport, Project Number: 2408. THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY AIRPORT TRUST, AND C.H. Guernsey & Company ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT. (Project Engineer). Waiver of Subrogation applies as respects General & Auto Liability and Workers Compensation as required by written contract.

Certificate Holder is listed as Loss Payee as respects to the Builders Risk

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City, the Oklahoma City Airport Trust and C.H. Guernsey & Company (Project Engineer) 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
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