

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 25TH day of MARCH, 2025, by and between the CITY OF OKLAHOMA CITY, party of the first part, hereinafter termed "City," Oklahoma City Public Property Authority, party of the second part, hereinafter termed "OCPPA", and MIDWEST WRECKING CO., LLC, party of the third part, hereinafter termed "Contractor."

WITNESSETH:

WHEREAS, the City and OCPPA have caused to be prepared in accordance with law, certain specifications, and other Bidding Documents for the work hereinafter described and has approved and adopted all of said Bidding Documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for: PROJECT AE-0006, PRAIRIE SURF DEMOLITION, Base Bid Only, as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of said Contract; and

WHEREAS, Contractor, in response to said Solicitation for Bids, published in The Journal Record February 12 and 19, 2025, has submitted to the City Clerk of the City of Oklahoma City in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City Clerk in the manner provided by law has publicly opened, examined and canvassed the proposals submitted and the City and OCPPA have determined and declared the above named Contractor to be the lowest responsible Bidder on the above described project and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit: Eleven Million Four Hundred Seventy-Four Thousand Eight Hundred Forty Dollars (\$11,474,840).

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

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the contract and plans adopted and approved by the City and OCPPA, all of which documents are on file in the office of the City Clerk and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) None.

2. The City and OCPPA shall make payments to the Contractor in the following manner: On or about the first day of each month, the Contractor will make accurate estimates of the value, based on contract prices of work done and materials incorporated in the work and of

materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Program Manager/Development Committee Chairman such detailed information as he may request to aid him as a guide in the preparation of monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the work, but prior to the acceptance thereof by the City and OCPPA, it shall be the duty of the Program Manager/Development Committee Chairman and City Engineer to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said officials shall make final certificate to the City and OCPPA. The Contractor shall furnish proof that all claims and obligations incurred in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

4. The sworn and notarized statement below must be signed and notarized before this contract will become effective.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

MIDWEST WRECKING CO., LLC



Witness



Vice President

STATE OF OK)

COUNTY OF OK) §

Chris Kates, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by Contractor to submit the above Contract to City and OCPPA. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City and OCPPA any money or other thing of value, either directly or indirectly, in the procuring of this contract.

David Holt
Affiant

Subscribed and sworn to before me this 17th day of March, 2025.

Kacie Akalah
Notary Public



5/7/27
My Commission Expires:
My Commission Number: 15004350

APPROVED by the Council of The City of Oklahoma City this 25TH day of MARCH, 2025.

ATTEST:

CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



David Holt
Mayor

APPROVED by the Oklahoma City Public Property Authority this 25TH day of MARCH, 2025.

ATTEST:

OKLAHOMA PUBLIC PROPERTY AUTHORITY

Amy K Simpson
Secretary



David Holt
Chairman

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, MIDWEST WRECKING CO., LLC, as Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, are held and firmly bound unto the State of Oklahoma in the full and just sum of such sum being equal to 100% of Eleven Million Four Hundred Seventy-Four Thousand Eight Hundred Forty Dollars (\$11,474,840), the contract price 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, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, the above Bonded Contractor, MIDWEST WRECKING CO., LLC, is the lowest and best Bidder for the making of the following City and OCPPA work and improvement: PROJECT AE-0006, PRAIRIE SURF DEMOLITION, Base Bid Only, and has entered into a certain written Contract with the CITY OF OKLAHOMA CITY and OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY on the 25TH day of MARCH, 2025, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the office of the City Clerk.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with the City and OCPPA, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for 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 17th day of March, 2025 by the Contractor.

ATTEST:

MIDWEST WRECKING CO., LLC

[Signature]
Witness

[Signature]
Vice President

Signed and sworn to or affirmed before me on this 17th day of March, 2025
by Chris Kates as the above named Contractor or
Contractor's Authorized Agent.



My Commission expires 5/7/27
My Commission number 15004350

EXECUTED this 17th day of March, 2025 by the Surety.

ATTEST:

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

[Signature]
Witness Callie Woodard

[Signature]
Attorney-in-Fact Becky Killman



APPROVED by the Council of The City of Oklahoma City this 25TH day of
MARCH, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

[Signature]
City Clerk



[Signature]
Mayor

APPROVED by the Oklahoma City Public Property Authority this 25TH day of MARCH, 2025.

ATTEST:

**OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY**

Amy K. Simpson
Secretary



David Holt
Chairman

REVIEWED for form and legality

Craig Keith
Assistant Municipal Counselor

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

That We, MIDWEST WRECKING CO., LLC, as Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, are held and firmly bound unto the CITY OF OKLAHOMA CITY, hereinafter called "City," and OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, hereinafter called "OCPPA" in the full and just sum of Eleven Million Four Hundred Seventy-Four Thousand Eight Hundred Forty Dollars (\$11,474,840), such sum being equal to 100% of the Contract price 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, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Contractor is the lowest and best Bidder for the making of the following City and OCPPA work and improvement: PROJECT AE-0006, PRAIRIE SURF DEMOLITION, Base Bid Only, has entered into a certain written contract with the City and OCPPA on the 25TH day of MARCH, 2025, for the erection and construction of said work and improvement 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, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said MIDWEST WRECKING CO., LLC, as 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 bid of said Contractor, and according to certain plans and specifications heretofore made, adopted, and placed on file in the office of the City Clerk, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the City and OCPPA and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees, and shall protect and save the City and OCPPA harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the Parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure

herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of 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 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 17th day of March, 2025 by the Contractor.

ATTEST:

MIDWEST WRECKING CO., LLC

[Signature]
Witness

[Signature]
Vice President

Signed and sworn to or affirmed before me on this 17th day of March, 2025 by Chris Kates as the above named Contractor or Contractor's Authorized Agent.



[Signature]
Notary Public

My Commission expires 5/7/27
My Commission number 15004350

EXECUTED this 17th day of March, 2025 by the Surety.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Signature]
Witness Callie Woodard

[Signature]
Attorney-in-Fact Becky Killman



APPROVED by the Council of The City of Oklahoma City this 25TH day of MARCH, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



David Holt

APPROVED by the Oklahoma City Public Property Authority this 25TH day of MARCH, 2025.

ATTEST:

OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY

Amy K Simpson
Secretary



David Holt
Chairman

REVIEWED for form and legality.

Craig B Keith
Assistant Municipal Counselor

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

That We, MIDWEST WRECKING CO., LLC, as Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, are held and firmly bound unto the CITY OF OKLAHOMA CITY, hereinafter called "City", and OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, hereinafter called "OCPPA", in the full and just sum of Eleven Million Four Hundred Seventy-Four Thousand Eight Hundred Forty Dollars (\$11,474,840) , such sum being equal to the contract price for a period of two (2) years for the project, 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 MIDWEST WRECKING CO., LLC, and the City and OCPPA, dated this 25TH day of MARCH, 2025, agreed to construct: PROJECT AE-0006, PRAIRIE SURF DEMOLITION, Base Bid Only, 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; 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) years for the project from the date of acceptance of the project by the City and OCPPA. **NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the City and OCPPA, 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) years for the project from and after acceptance of said project by the City and OCPPA, 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) years for the project, and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the City and OCPPA, 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 17th day of March, 2025 by the Contractor.

ATTEST:

MIDWEST WRECKING CO., LLC

[Signature]
Witness

[Signature]
Vice President

Signed and sworn to or affirmed before me on this 17th day of March, 2025 by Chris Kates as the above named Contractor or Contractor's Authorized Agent.



[Signature]
Notary Public

My Commission expires 5/7/27
My Commission number 15004350

EXECUTED this 17th day of March, 2025 by the Surety.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Signature]
Witness Callie Woodard

[Signature]
Attorney-in-Fact Becky Killman



APPROVED by the Council of The City of Oklahoma City this 25TH day of MARCH, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt
Mayor

APPROVED by the Oklahoma City Public Property Authority this 25TH day of MARCH, 2025.

ATTEST:

OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY

Amy K. Simpson
Secretary



David Holt
Chairman

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

THE CITY OF OKLAHOMA CITY
AND
OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY

PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN AND AFFIDAVIT

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A notice to proceed will not be issued by the Program Manager/Development Committee Chairman and City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the successful Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The successful Bidder further states that they understand the resolution creating the Small and Disadvantaged Local Business Subcontracting Program adopted by the Council of the City of Oklahoma City on June 3, 2008.

I. Public Construction Project Subcontracting Plan

- A. Outreach – In the space provided below describe in detail your company's efforts regarding outreach to small and disadvantaged local businesses in an effort to utilize their services in conjunction with PROJECT AE-0006, PRAIRIE SURF DEMOLITION

All but one subcontractor
will be local.

- B. Internal Efforts – In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small and disadvantaged local businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

We took bids from local
subcontractors and suppliers

A notice to proceed for the project listed above will not be issued by the Program Manager and City Engineer until this document is completed and returned to the MAPS Office. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

Midwest Wrecking Co

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Chris Kates

Signature of Contractor or Authorized Agent

Chris Kates, Vice President

Type or print name and title of person who signed above

STATE OF OK)

COUNTY OF OK) §

Signed and sworn to or affirmed before me on this 17th day of March, 2025, by Chris Kates as the above named Contractor or Contractor's Authorized Agent.



Kacie Abakah
Notary Public

My Commission expires 5/7/27

My Commission number 15004350

This Affidavit is required to be submitted with the Contractor's Subcontracting Plan.

**THE CITY OF OKLAHOMA CITY
AND
THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY**

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.

- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

***This form must be fully completed and signed by the Contractor or
Contractor's Authorized Agent.***

Midwestwrecking Co

Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

Chris Kates

Signature of Bidder or Authorized Agent

Chris Kates, vice President

Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements" or otherwise in the Bidding Documents.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 04th day of January, A.D. 2024.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of March, 2025



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com

800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



