

PERFORMANCE BOND

WHEREAS, W.L. McNatt & Company, hereinafter "Contractor," entered into a Construction Contract with the Trust on the 24th day of February, 2022, 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
Facility Location: 6500 S MacArthur Blvd, Oklahoma City, OK 73169
Project Name: Elevator Replacement for Multiple Buildings
Project Number: OCAT WRWA 1802

WHEREAS, Contractor, and Fidelity and Deposit Company of Maryland, 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 Nine Million Seven Hundred Sixty Eight Thousand Eight hundred Dollars (\$9,768,800.00) 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: W.L. McNatt & Company
2000 E. Britton Road
Oklahoma City, OK 73131

Surety: Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

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 24th day of February, 2022 by the Contractor.

W.L. McNatt & Company
Contractor

ATTEST:

(Witness - Secretary)

(Authorized Officer)

Jan Masterson Vice President

Executed this 24th day of February, 2022 by the Surety.

ATTEST:

(Witness - Secretary)

Fidelity and Deposit Company of Maryland
Surety (Name of company)

(Attorney-in-Fact)

Vicki Wilson



APPROVED by the Chairman and Trustees of the Oklahoma City Airport Trust this

24th day of February, 2022.

ATTEST:

Trust Secretary

REVIEWED for form and legality

Assistant Municipal Counselor/
Attorney for the Trust



Trust Chairman

Amy K Simpson

Amy Douglas

Amy Salmon

PAYMENT BOND
(Statutory Bond)

WHEREAS, W.L. McNatt & Company, hereinafter "Contractor," entered into a Construction Contract with the Trust on the 24th day of February, 2022, 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
Facility Location: 6500 S MacArthur Blvd, Oklahoma City, OK 73169
Project Name: Elevator Replacement for Multiple Buildings
Project Number: OCAT WRWA 1802

WHEREAS, as Contractor, and Fidelity and Deposit Company of Maryland, 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 Nine Million Seven Hundred Sixty Eight Thousand Eight hundred Dollars (\$9,768,800.00), 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: W.L. McNatt & Company
2000 E. Britton Road
Oklahoma City, OK 73131

Surety: Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

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 24th day of February, 20 22 by the Contractor.

W.L. McNatt & Company
Contractor


ATTEST:
[Signature]
(Witness - Secretary)

[Signature] Vice President
(Authorized Officer)

Executed this 24th day of February, 20 22 by the Surety.

Fidelity and Deposit Company of Maryland
Surety (Name of company)

ATTEST:

[Signature]
(Witness - Secretary)

Vicki Wilson
(Attorney-in-Fact)



APPROVED by the Chairman and Trustees of the Oklahoma City Airport Trust this

24th day of February, 2022.

ATTEST:
[Signature] Trust Secretary

[Signature] Trust Chairman

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor/
Attorney for the Trust

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, W.L. McNatt & Company, as Contractor, and Fidelity and Deposit Company of Maryland, 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 Nine Million Seven Hundred Sixty Eight Thousand Eight hundred Dollars (\$9,768,800.00), 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 W.L. McNatt & Company and the Trust, dated this 24th day of February, 2022, agreed to construct the following Trust work and improvement:

Facility Name: Mike Monroney Aeronautical Center
Facility Location: 6500 S MacArthur Blvd, Oklahoma City, OK 73169
Project Name: Elevator Replacement for Multiple Buildings
Project Number: OCAT WRWA 1802

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 24th day of February, 20 22 by the Contractor.

W.L. McNatt & Company
Contractor

ATTEST:

[Signature]
(Witness - Secretary)

[Signature] Vice President
(Authorized Officer)

Executed this 24th day of February, 20 22 by the Surety.

ATTEST:

[Signature]
(Witness - Secretary)

Fidelity and Deposit Company of Maryland
Surety (Name of company)

Vicki Wilson
(Attorney-in-Fact)



APPROVED by the Chairman and Trustees of the Oklahoma City Airport Trust this

24th day of February, 2022.

ATTEST:

[Signature]
Trust Secretary



[Signature]
Trust Chairman

REVIEWED for form and legality

[Signature]
Assistant Municipal Counselor/
Attorney for the Trust

DEFECT BOND

KNOW ALL MEN BY THESE PRESENTS:

We, W.L. McNatt & Company, as Contractor, and Fidelity and Deposit Company of Maryland, as Surety, a corporation organized under the laws of the State of Illinois, 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 Nine Million Seven Hundred Sixty Eight Thousand Eight hundred Dollars (\$9,768,800.00), 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 24th day of February, 2022, with Trust to perform and provide work and construct or create or repair the project, to wit:

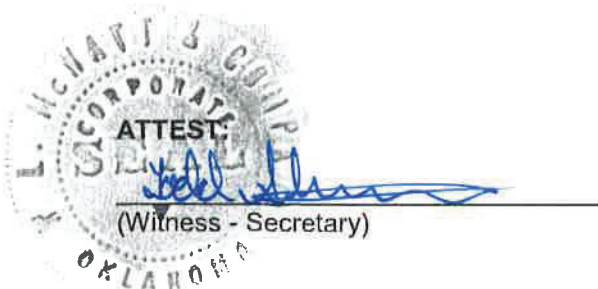
Facility Name: Mike Monroney Aeronautical Center
Facility Location: 6500 S MacArthur Blvd, Oklahoma City, OK 73169
Project Name: Elevator Replacement for Multiple Buildings
Project Number: OCAT WROW 1802

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 24th day of February, 2022 by the Contractor.



W.L. McNatt & Company
Contractor


(Authorized Officer)

Executed this 24th day of February, 2022 by the Surety.

ATTEST:

Ashley Carter

(Witness - Secretary)

Fidelity and Deposit Company of Maryland
Surety (Name of company)

Vicki Wilson

(Attorney-in-Fact)



APPROVED by the Chairman and Trustees of the Oklahoma City Airport Trust this

24th day of February, 2022.

ATTEST:

Amy K. Simpson

Trust Secretary



Jerry Salmon

Trust Chairman

REVIEWED for form and legality.

Amy Douglas

Assistant Municipal Counselor/
Attorney for the Trust

**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 **Clayton HOWELL, Vicki WILSON, Robert JENSEN, 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 and Cathy COMBS, all of Oklahoma City, 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 26th day of September, A.D. 2019.



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 26th day of September, A.D. 2019, 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.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

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 24th day of February, 2022.



Brian M. Hodges, 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
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



WLMCNAT-01

SSCHWARZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rich & Cartmill, Inc.
9401 Cedar Lake Avenue
Oklahoma City, OK 73114

CONTACT NAME: Shelia Schwarz**PHONE**
(A/C, No, Ext): (405) 463-7510**FAX**
(A/C, No):**E-MAIL ADDRESS:** sschwarz@rcins.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Phoenix Insurance Company

25623

INSURER B: Travelers Cas Ins Co of Am

19046

INSURER C:**INSURER D:****INSURER E:****INSURER F:****INSURED**

WL McNatt & Company
2000 East Britton
Oklahoma City, OK 73131

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		DTCO8P623219PHK21	5/24/2021	5/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA8P618511216G	5/24/2021	5/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8P6204752126G	5/24/2021	5/24/2022	<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

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

Project No. OCAT WRAW 1802

Elevator Replacement for Multiple Buildings, Mike Monroney Aeronautical Center

As required by written contract, subject to policy terms and exclusions,
General Liability and Automobile Liability Include as an additional insured
THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY AIRPORT TRUST, AND ADG, PC
30 Days Policy Cancellation Notice (10 Days for Non-Payment of Premium) to certificate holder

CERTIFICATE HOLDER

The City of Oklahoma City
the Oklahoma City Airport Trust, and
ADG, PC (Project Engineer)
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159-0937

CANCELLATION

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



CERTIFICATE OF PROPERTY INSURANCE

SSCHWARZ

DATE (MM/DD/YYYY)
02/02/2022

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.

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Shelia Schwarz PHONE (A/C, No, Ext): (405) 463-7510 FAX (A/C, No): E-MAIL ADDRESS: sschwarz@rcins.com PRODUCER CUSTOMER ID: WLMCNAT-01														
INSURED WL McNatt & Company 2000 East Britton Oklahoma City, OK 73131	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Co	20443	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/>	PROPERTY				<input type="checkbox"/>	BUILDING
	<input type="checkbox"/>	CAUSES OF LOSS				<input type="checkbox"/>	PERSONAL PROPERTY
	<input type="checkbox"/>	BASIC				<input type="checkbox"/>	BUSINESS INCOME
	<input type="checkbox"/>	BROAD				<input type="checkbox"/>	EXTRA EXPENSE
	<input type="checkbox"/>	SPECIAL				<input type="checkbox"/>	RENTAL VALUE
	<input type="checkbox"/>	EARTHQUAKE				<input type="checkbox"/>	BLANKET BUILDING
	<input type="checkbox"/>	WIND				<input type="checkbox"/>	BLANKET PERS PROP
	<input type="checkbox"/>	FLOOD				<input type="checkbox"/>	BLANKET BLDG & PP
	<input type="checkbox"/>					<input type="checkbox"/>	
	<input type="checkbox"/>					<input type="checkbox"/>	
A	<input checked="" type="checkbox"/>	INLAND MARINE	TYPE OF POLICY	05/24/2021	05/24/2022	<input checked="" type="checkbox"/>	SEE BELOW
	<input type="checkbox"/>	CAUSES OF LOSS	BUILDERS RISK			<input type="checkbox"/>	
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER			<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	Spec w/THEFT	6042651577			<input type="checkbox"/>	
	<input type="checkbox"/>	CRIME				<input type="checkbox"/>	
	<input type="checkbox"/>	TYPE OF POLICY				<input type="checkbox"/>	
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				<input type="checkbox"/>	
	<input type="checkbox"/>					<input type="checkbox"/>	
	<input type="checkbox"/>					<input type="checkbox"/>	
	<input type="checkbox"/>					<input type="checkbox"/>	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No. OCAT WRWA 1802 - Elevator Replacement for Multiple Buildings - Mike Monroney Aeronautical Center

ADDITIONAL INSURED SHALL READ: The City of Oklahoma City and the Oklahoma City Airport Trust
Sub Contractors & Sub-sub Contractors "AS THEIR INTEREST MAY APPEAR"

LIMIT: 100% OF THE TOTAL CONTRACT PRICE: \$9,768,800.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City
the Oklahoma City Airport Trust, and
ADG, PC (Project Engineer)
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159-0937

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Clay Hance