

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 22nd day of November, 2022, by and between the CITY OF OKLAHOMA CITY, party of the first part, hereinafter termed "City," and FLINTCO, LLC, party of the second part, hereinafter termed "Contractor."

WITNESSETH:

WHEREAS, the City has 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 M3-F003 / M4-VF001 MAPS 4 Fairgrounds Coliseum, 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 August 17 and 24, 2022, 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 has 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: One Hundred Twenty-Six Million Four Hundred Seventy-Six Thousand Dollars (\$126,476,000).

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, 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 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 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, it shall be the duty of the Program Manager 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. 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:

FLINTCO, LLC



Witness



Vice President **KIRK MAMMERT**


STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) §

KIRK MAMMERT, 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. 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 any money or other thing of value, either directly or indirectly, in the procuring of this contract.

[Signature]
Affiant

Subscribed and sworn to before me this 24 day of October, 2022.

Kelly D. Horton
Notary Public



12/20/2024
My Commission Expires:
My Commission Number: 00020662

APPROVED by the Council of The City of Oklahoma City this 22nd day of
November, 2022.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Karen K. McDevitt
Assistant Municipal Counselor

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, FLINTO, LLC, as Contractor, and Travelers Casualty and Surety Company of America, 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 One Hundred Twenty-Six Million Four Hundred Seventy-Six Thousand Dollars (\$126,476,000), 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, FLINTCO, LLC, is the lowest and best Bidder for the making of the following City work and improvement: Project M3-F003 / M4-VF001 MAPS 4 Fairgrounds Coliseum, Base Bid Only, and has entered into a certain written Contract with the CITY OF OKLAHOMA CITY on the 22nd day of November, 2022, 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, 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 24th day of October, 2022 by the Contractor.

ATTEST:

FLINTCO, LLC



Witness Trevor Ladner, Secretary

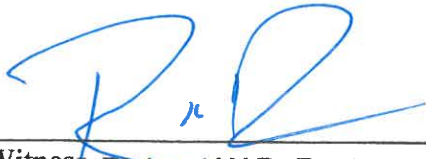


Richard Jagers, Authorized Representative

EXECUTED this 24th day of October, 2022 by the Surety.

ATTEST:

**TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA**



Witness Richard W DuPont

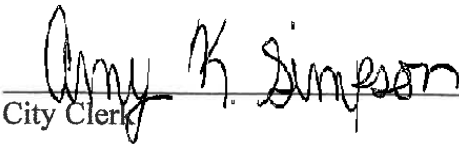
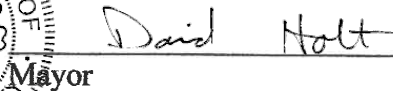


Attorney-in-Fact, Cheryl L McAleenan

APPROVED by the Council of The City of Oklahoma City this 22nd day of
November, 2022.

ATTEST:

THE CITY OF OKLAHOMA CITY


City Clerk
Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor



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

POWER OF ATTORNEY

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

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



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

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

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

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **24th** day of **October**, **2022**.

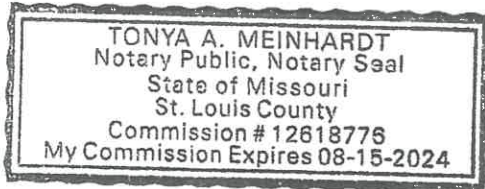



Kevin E. Hughes, Assistant Secretary

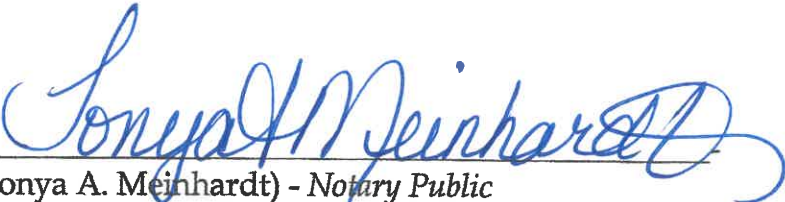
**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

STATE OF Missouri
COUNTY OF St. Louis

On this 24 day of October, 2022, before me personally appeared
Cheryl L. McAleenan, with whom I am personally acquainted, who,
being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety
Company of America, the corporation described in and which executed the foregoing
instrument; that she knows the corporate seal of said Company; that said seal affixed to said
instrument is such corporate seal; that it was so affixed by authority of the Board of Directors
thereof and of her office under the Standing Resolutions of said Company; and that she signed
his/her name thereto as Attorney- in-Fact by like authority.



NOTARY STAMP


(Tonya A. Meinhardt) - Notary Public
Commission Number: 12618776
My Commission Expires: August 15th, 2024.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, FLINTCO, LLC, as Contractor, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the CITY OF OKLAHOMA CITY, hereinafter called "City," in the full and just sum of One Hundred Twenty-Six Million Four Hundred Seventy-Six Thousand Dollars (\$126,476,000), 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 work and improvement: Project M3-F003 / M4-VF001 MAPS 4 Fairgrounds Coliseum, Base Bid Only, has entered into a certain written contract with the City on the 22nd day of November, 2022, 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 FLINTCO, 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 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 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 24th day of October, 2022 by the Contractor.

ATTEST:

FLINTCO, LLC




Secretary Trevor Ladner


Richard Jaggers, Authorized Representative

EXECUTED this 24th day of October, 2022 by the Surety.

ATTEST:

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA



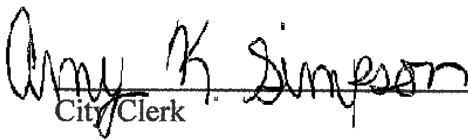
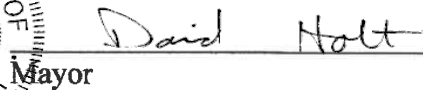
Witness, Richard W DuPont


Attorney-in-Fact, Cheryl L McAleenan

APPROVED by the Council of The City of Oklahoma City this 22nd day of
November, 2022.

ATTEST:

THE CITY OF OKLAHOMA CITY


City Clerk
Mayor

REVIEWED for form and legality.


Assistant Municipal Counselor



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

POWER OF ATTORNEY

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

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



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

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

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

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **24th** day of **October**, 2022

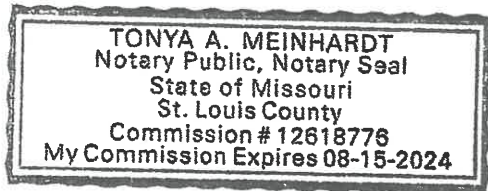



Kevin E. Hughes, Assistant Secretary

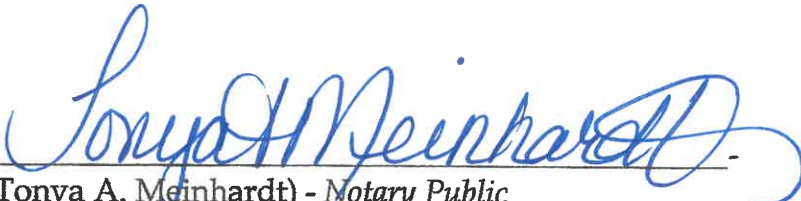
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Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

STATE OF Missouri
COUNTY OF St. Louis

On this 24 day of October, 2022, before me personally appeared
Cheryl L. McAleenan, with whom I am personally acquainted, who,
being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety
Company of America, the corporation described in and which executed the foregoing
instrument; that she knows the corporate seal of said Company; that said seal affixed to said
instrument is such corporate seal; that it was so affixed by authority of the Board of Directors
thereof and of her office under the Standing Resolutions of said Company; and that she signed
his/her name thereto as Attorney- in-Fact by like authority.



NOTARY STAMP


(Tonya A. Meinhardt) - Notary Public
Commission Number: 12618776
My Commission Expires: August 15th, 2024.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, FLINTCO, LLC, as Contractor, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Oklahoma City, hereinafter called "City" in the full and just sum of One Hundred Twenty-Six Million Four Hundred Seventy-Six Thousand Dollars (\$126,476,000), 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 FLINTCO, LLC, and the City, dated this 22nd day of November, 2022, agreed to construct: Project M3-F003 / M4-VF001 MAPS 4 Fairgrounds Coliseum, BaseBid 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.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the City, 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, 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, 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.

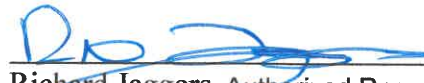
EXECUTED this 24th day of October, 2022 by the Contractor.

ATTEST:

FLINTCO, LLC



Secretary Trevor Ladner



Richard Jaggers, Authorized Representative

EXECUTED this 24th day of October, 2022 by the Surety.

ATTEST:

**TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA**



Witness , Richard W DuPont

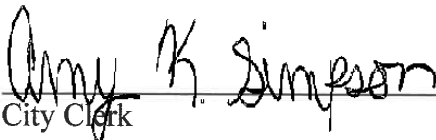


Attorney-in-Fact , Cheryl L McAleenan

APPROVED by the Council of The City of Oklahoma City this 22nd day of November, 2022.

ATTEST:

THE CITY OF OKLAHOMA CITY

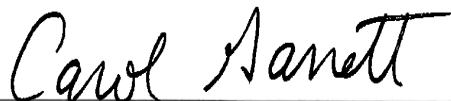


City Clerk



Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor



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

POWER OF ATTORNEY

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State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **24th** day of **October**, **2022**

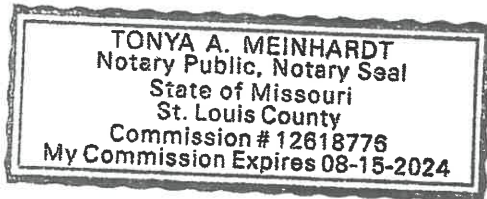



Kevin E. Hughes, Assistant Secretary

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

STATE OF Missouri
COUNTY OF St. Louis

On this 24 day of October, 2022, before me personally appeared
Cheryl L. McAleenan, with whom I am personally acquainted, who,
being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety
Company of America, the corporation described in and which executed the foregoing
instrument; that she knows the corporate seal of said Company; that said seal affixed to said
instrument is such corporate seal; that it was so affixed by authority of the Board of Directors
thereof and of her office under the Standing Resolutions of said Company; and that she signed
his/her name thereto as Attorney- in-Fact by like authority.



NOTARY STAMP

A handwritten signature in cursive script, reading "Tonya A. Meinhardt".

(Tonya A. Meinhardt) - Notary Public

Commission Number: 12618776

My Commission Expires: August 15th, 2024.



Flintco, LLC
2302 S. Prospect // Oklahoma City, OK 73129
405-670-6307 | Office
405-670-6568 | Fax

October 20, 2022

City of Oklahoma City

M3-F003 / M4-VF001 MAPS 4 Fairgrounds Coliseum, Base Bid Only

RE: Subcontracting Plan

1. Outreach – 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 the project.

Flintco uses SmartBidNet (an electronic plan room) to distribute our bid solicitations and bidding documents to subcontractors. We aggressively solicit subcontractors from our historical database, as well as using the Centralized Master Bidders List (CMBL) and other HUB & MWVBE resources to attract as many qualified bidders as possible for each scope of work. Once the solicitation is complete and as we start receiving sub bids, we conduct a thorough analysis of each proposal to make sure that each sub has included the proper scope in their pricing. If we receive bids from unfamiliar subcontractors, we diligently check their references to ensure they are qualified for the size and type of work for which they are bidding. Our goal is to select the most qualified, and competitive bidder for each scope that has a competitive price. After the bids are received, Flintco will have post-bid scope reviews with the lowest competitive proposers to ensure that they have the complete scope of work included in their pricing.

Throughout the process, we are mindful of the requirements of the HUB & MWVBE subcontracting plan and strive for as much HUB & MWVBE participation from as many qualified responsive bidders as possible. In addition, we seek out and facilitate any second-tier HUB & MWVBE participation from non-HUB & MWVBE subcontractors. We have an excellent reputation within the local subcontracting community as a contractor known for safe, clean jobsites. We plan our work and involve subcontractors in scheduling the work. Subcontractors want to work for us. We are committed to meeting HUB & MWVBE goals and are dedicated to working with qualified HUB & MWVBE firms to complete your project. Our HUB & MWVBE Participation Program has grown to become a routine part of our everyday business. We continuously work to identify certified HUB & MWVBE firms to help complete our projects.

2. Internal Efforts – 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 publically funded projects.

As part of our subcontract procurement and project execution plan, we analyze the project scope and package the work such that we maximize minority participation and also develop bid packages in a way that makes the project most attractive to the overall subcontractor community in order to obtain the best value for the client. Flintco is passionate about the importance of diversity and utilizes the following processes to ensure maximum minority and small business participation on our projects:

- Contact minority and small business trade associations.





Flintco, LLC
2302 S. Prospect // Oklahoma City, OK 73129
405-670-6307 | Office
405-670-6568 | Fax

- Contact business development organizations.
- Attend small, small disadvantaged, women-owned, HUBZone, service disabled veteran-owned and veteran-owned small business conferences, and trade fairs.
- Attend workshops, seminars and training programs
- Agrees to establish, maintain, and use small, small disadvantaged, women-owned, HUBZone, service-disabled veteran-owned and veteran-owned small business concerns source lists, guides and other data for soliciting subcontracts.
- Early payment to minority firms to help eliminate the possibility of financial burdens
- Meeting with subcontractors about how they can participate in upcoming bids
- Initiating open houses to maximize exposure on upcoming bid projects
- Educating new subcontractors on Flintco
- Assist with estimating and takeoff with subcontractors for bid preparation
- Working with the owner's contract compliance department
- Meet with subcontractor's individually and have them evaluate Flintco: What can we do better?

Respectfully,

Josh Patterson
Project Director
Flintco, LLC

cc: File,



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

[Signature]
Signature of Contractor or Authorized Agent

KIRK MANNEN, VICE PRESIDENT / AEA MGR.
Type or print name and title of person who signed above

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) §

Signed and sworn to or affirmed before me on this 24 day of October, 2022,
by KIRK MANNEN as the above named Contractor or
Contractor's Authorized Agent.



[Signature]
Notary Public

My Commission expires 12/20/2024
My Commission number 000 20662

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

THE CITY OF OKLAHOMA CITY

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.

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

[Signature]
Signature of Bidder or Authorized Agent

KIRK MANNEN, VICE PRESIDENT APCA-M&P
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.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)

10/21/2022

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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	FAX (A/C. No.):	
	PHONE (A/C. No. Ext):	E-MAIL ADDRESS:	
INSURED 1482620 Flintco, LLC 323 E. Reconciliation Way Tulsa OK 74120	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Insurance Company		11150
	INSURER B: Arch Indemnity Insurance Company		30830
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 19055021 **REVISION NUMBER:** XXXXXXXX

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:	Y	N	41PKG8922408	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	41PKG8922408	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
A B	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 checked="" type="checkbox"/> N	N/A	41WCI8922308 44WCI8945208	1/1/2022 1/1/2022	1/1/2023 1/1/2023	<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)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: M3-F003 / M4-VF001 MAPS 4 Fairgrounds Coliseum. THE CITY OF OKLAHOMA CITY AND ITS PARTICIPATING TRUSTS are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policy.

CERTIFICATE HOLDER

19055021
The City of Oklahoma City
MAPS OFFICE
420 W. Main St., Suite 400
Oklahoma City OK 73102

CANCELLATION See Attachment

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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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/24/2022

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER	CONTACT NAME:	FAX (A/C, No):
Aon Risk Services Central, Inc.	PHONE (A/C, No, Ext):	
4220 Duncan Avenue, Suite 401	E-MAIL ADDRESS: abbie.price@aon.com	
St. Louis, MO 63110	PRODUCER CUSTOMER ID: FLINT-1	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Flintco, LLC	INSURER A: ZURICH AMER INS CO	16535
1624 West 21st Street	INSURER B:	
Tulsa, OK 74107 USA	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)		
See Attached		

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 CAUSES OF LOSS				<input type="checkbox"/> BUILDING	\$
	<input type="checkbox"/> DEDUCTIBLES				<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC BUILDING				<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD CONTENTS				<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	\$
						\$
						\$
A	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY			<input checked="" type="checkbox"/> See Attached	\$
	<input type="checkbox"/> CAUSES OF LOSS	Builder's Risk				\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER	6/1/2021	6/1/2023		\$
	<input checked="" type="checkbox"/> Special Form	MBR 0171573-07				\$
	<input type="checkbox"/> CRIME					\$
	TYPE OF POLICY					\$
						\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

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

MAPS 4 Fairgrounds Coliseum

See attached.

CERTIFICATE HOLDER	CANCELLATION
City of Oklahoma City and its Trusts 200 N Walker Oklahoma City, OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
USA	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

10/24/2022

NAME OF INSURED: Flintco, LLC

Project MAPS 4 Fairgrounds Coliseum

Job Location: 333 Gordon Cooper Blvd, Oklahoma City, OK 73107

12/01/2022 to 07/15/2025 \$117,558,722

04/15/2025 to 1/15/2026 \$5,966,256

MASTER BUILDER'S RISK

LIMITS OF LIABILITY

\$250,000,000 Any one occurrence, except:

\$ 25,000,000 Any one occurrence for any project including joisted masonry structures

\$ 10,000,000 Any one occurrence for any project including frame structures

SUBLIMITS OF LIABILITY

\$ 5,000,000 Covered property in transit

\$ 5,000,000 Covered property in temporary offsite locations

ANNUAL AGGREGATE LIMITS OF LIABILITY

\$ 25,000,000 Earthquake Zone 1

\$ 50,000,000 Earthquake Zone 2

\$200,000,000 Earthquake Zones 3 and 4

\$ 15,000,000 Flood Level 1

\$ 30,000,000 Flood Level 2

\$250,000,000 Flood Level 3

\$ 10,000,000 Named Storm - Wind Zone 1 and Florida

\$ 50,000,000 Named Storm - Wind Zone 2

\$250,000,000 Named Storm - Wind Zones 3 and 4

\$250,000,000 Water Damage

DEDUCTIBLES

\$10,000 Each occurrence, except:

\$25,000 Joisted Masonry and Frame projects

5%, \$250,000 minimum - Flood Level 1

2.5%, \$100,000 minimum - Flood Level 2

\$50,000 Flood - Level 3

\$25,000 Earthquake - Zones 3 and 4 (Zones 1 and 2 subject to referral)

Named Windstorm subject to referral

\$25,000 Water Damage

Coverage for each Insured Project shall begin on the effective date specified and continue in effect until the earlier of: 1) The final acceptance by the owner; 2) The expiry of the first Named Insured's interest; 3) Coverage is cancelled; or 4) The expiration date of the individual project; unless otherwise amended by endorsement.