

CLEVELAND COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

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SERVICE AGREEMENT FOR CONSTRUCTION

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CONTRACT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026

**BETWEEN the COUNTY:** The Board of County Commissioners of the  
County of Cleveland  
201 South Jones  
Norman, Oklahoma 73069

Contact Person: Brian Wint, Project Manager  
Address: Cleveland County Courthouse  
201 S. Jones, Suite 260  
Norman, Oklahoma 73069  
Telephone Number: 405-366-0670

**and the VENDOR:** American Elevator Solutions, LLC  
Address: 1905 S. Harvard Ave.  
Oklahoma City, OK 73128

Contact Person: Cody Rodriguez  
Telephone Number: 405-902-0366  
Email: cody.rodriguez@myelevatorcompany.com

for the following maintenance or services: See Bid #COM-2176 (Attached)

Installation and upgrades on existing elevator to meet the current requirements for the State Codes. Elevator is located at the Cleveland County Courthouse 200 S. Peters Ave., Norman, OK 73069.

This contract has been examined and approved as to legality by the District Attorney, Cleveland County.

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Assistant District Attorney

Date

**THE COUNTY AND THE CONTRACTOR AGREE AS SET FORTH BELOW.**

ARTICLE 1  
SERVICES

1. The Contractor's submitted bid is part of this contractual agreement. This includes warranties, exclusions, additions and accepted alternates.
2. The Cleveland County Courthouse has an outdated existing elevator that must be brought to meet the requirements for the State Codes. The County intends to use ARPA Federal funds for the project and will need to comply with federal purchase guidelines 2CFR 200.
3. Other Performance Requirements
  - a. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract. Loss of required permit or license by the Contractor shall automatically terminate this contract.
  - b. The Contractor shall not reassign this contract, or any part thereof, or engage in any subcontract to provide the services herein without prior written approval of the County. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency.
  - c. In the performance of all services rendered under this contract, the Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.
  - d. Contractor assures that neither the Contractor nor anyone subject to the contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the County any money or other thing of value, either directly or indirectly, in procuring this contract herein.
  - e. CLEVELAN COUNTY BID #COM-2176 – Awarded in the County Commissioner's Meeting on March 9, 2026 all of which documents are on file in the office of the County Clerk and/or the County Purchasing Department at 201 S. Jones, Norman, Oklahoma 73069 and are made a part of this Contract and incorporated herein.

ARTICLE 2  
INSURANCE/LIABILITY

1. The Contractor agrees to maintain Workers' Compensation insurance to cover the acts of Contractor and its employees or agents regarding any services rendered pursuant to this contract.
2. If the project is for more than one hundred thousand dollars (\$100,000), the Contractor must maintain general liability insurance for the duration of the project.
3. If the project is for more than one hundred thousand dollars (\$100,000), Contractor shall present a performance bond or irrevocable letter of credit made payable to the County in the amount of the contract.
4. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act.

5. All work including equipment, materials and workmanship must carry a minimum of one (1) year warranty. If the bid required more than one (1) year of work, the Contractor must provide the warranty specified in the bid.
6. The Contractor shall indemnify and hold harmless the County only to the extent caused by the negligent acts or omissions of the Contractor, its employees, or subcontractors in the performance of this Contract for any negligent acts of Contractor in the performance of this Contract.

ARTICLE 3  
TERM OF CONTRACT AND RENEWAL

Estimated Lead Times from Contract Execution:

1. Survey and Ordering Material Lead Time: 4-6 Weeks
2. Material Procurement Lead Time: 16-18 weeks
3. Elevator Installation: 11-12 weeks
4. This contract may be terminated by the contractor with seven (7) calendar days written notice to the County if work has been stopped for thirty (30) consecutive days through no fault of the contractor.
5. The County may terminate the contract with seven (7) calendar days written notice to the Contractor. If the contractor has made financial purchases for materials or permits, the County shall reimburse the Contractor for those expenses, provided they were made prior to the date of the notice to stop or suspend work.

ARTICLE 4  
CONTRACT AMOUNT

1. In accordance with the terms of this contract, the County will pay the Contractor an amount not to exceed \$449,900.00 unless amended in writing an approved by Contractor and the County, payable to the Contractor as set forth below.
2. The final sum will be subject to any approved change orders approved by the Board of County Commissioners.
3. Payment terms: Initial Deposit = 25%  
Upon delivery of material to site = 50%  
Due upon completion = 25%

ARTICLE 5  
CHANGE ORDERS

- 1 A change in work must be agreed to by the County. If the amount of the contract is to change, the change shall be approved by the Board of County Commissioners.
- 2 All change orders must be submitted to the County and titled, "CHANGE ORDER REQUEST" and numbered sequentially. No change orders that have a financial impact will be paid unless approved first by the appropriate board.
- 3 Approved change orders will become part of this agreement and subject to the terms of this agreement.

## NOTICES

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notices shall be sent to the County at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

**If sent to the County:**

Cleveland County Board of County Commissioners or appropriate Authority  
201 S. Jones  
Norman, OK 73069

**If sent to the Contractor:**

American Elevator Solutions, LLC  
1905 S. Harvard Ave.  
Oklahoma City, OK 73128

## ARTICLE 7 PURCHASE ORDER AND PAYMENTS

1. This contract is null and void unless the amount of the contract has been encumbered by the Cleveland County Clerk. Upon approval of this contract a Purchase Order Number will be issued by Cleveland County as set out below.
2. If the construction work is to be completed in sixty (60) days or less, there will only be a final payment. Payments for portions of non-conforming work will be withheld until corrected to meet the construction requirements.
3. Construction lasting longer than sixty (60) days may receive partial payments based on a percentage of completed work. An invoice must be submitted to the county with supporting documentation for payment.
4. The County may retain five percent (5%) of the contract amount to be released at the completion of the project.
5. If the contractor intends to receive partial payments, it is the responsibility of the contractor to submit to the County a Schedule of Values with this contract.
6. County shall only pay upon receipt of an invoice for services, which shall be submitted to the County not more than sixty (60) days from the day services were last rendered during the invoice month. Invoices shall be submitted to Cleveland County, c/o Brian Wint. The County agrees to make payment to Contractor within forty-five (45) days of receipt of a proper invoice.

## ARTICLE 8 DISPUTES

In the event that a dispute cannot be resolved by the parties and litigation is needed, the parties agree jurisdiction and venue shall be in the District Court of Cleveland County, State of Oklahoma.

ARTICLE 9  
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S. §1500 et. seq., 19 O.S. §1, 19 O.S. §339 and Title 61 of the Oklahoma Statutes. This contract is awarded under solicitation Bid #COM-2176 American Elevator Solutions was the named vendor in the award pursuant to solicitation Bid #COM- 2176.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 26 \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
CLEVELAND COUNTY, OKLAHOMA

Chairman \_\_\_\_\_

Vice Chairman \_\_\_\_\_

Member \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pam Howlett, County Clerk

VENDOR:

American Elevator Solutions, LLC

By: Stacie Schmidt

Attest or Notary:

Stacie Schmidt





CLEVELAND COUNTY PURCHASING DEPARTMENT  
 CLEVELAND COUNTY OFFICE BUILDING  
 NORMAN, OKLAHOMA

**INVITATION TO BID**

Please review the terms & conditions and bid regulations on pages 2, 3 & 4 relating to submission of this bid.

Please mark your bid envelope clearly,  
 "SEALED BID #COM-2176/CLOSING 12-4-25

BID NUMBER: #COM-2176

ISSUE DATE: 11-4-25

BID CLOSING DATE & HOUR  
 12-4-25 @ 4:30 P.M.

BID OPENING DATE & HOUR  
 12-8-25 @ 1:00 P.M.

**RETURN BIDS TO:**

Keri Lyles, Purchasing Agent  
 CLEVELAND COUNTY PURCHASING DEPARTMENT  
 201 S. Jones, Suite 240  
 Norman, OK 73069  
 Phone Number: 405-366-0224  
 Email: klyles@clevelandcountyoak.com

**DESCRIPTION:**

**Elevator Replacement:**  
 Installation and upgrades of existing elevator to meet the current requirements for the State Codes. The location is the Cleveland County Courthouse located at 200 S. Peters Ave., Norman, OK 73069. The county intends to use ARPA Federal Funds for the project and will need to comply with federal purchase guidelines 2CFR 200. Equipment and installation to comply with ARPA purchasing standards.

ARPA  
 Project #/Object code  
**ARPA Building & Ground Repair/#55060**  
 MANDATORY MEETING: Wednesday, November 19, 2025 at 10:00 am  
 LOCATION: Commissioner's Meeting Room  
 201 S. Jones, suite W200  
 Norman, OK 73069

Model/Brand: Smartrise CY Controller  
 Warranty: 1 Year  
 Amount: \$ 449,900.00  
 Completed By: Cody Rodriguez

Bidders's FEI/SSN: 93-3900587  
 Company: American Elevator Solutions, LLC  
 Address: 1905 S. Harvard Ave  
Oklahoma City, OK 73128  
 Contact Name: Cody Rodriguez  
 Phone Number: 405-902-0866  
 Fax Number: \_\_\_\_\_  
 Email Address: Cody.rodriguez@myelevator  
company.com

**THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED**

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any County Official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussion between bidders and any County Official concerning exchange of money or thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Cleveland County (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Cleveland County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Cleveland County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Bidder's Name (Type or Print): Steven Schmidt

Bidder's Signature: [Signature]

Subscribed and sworn before me this 25 day of Feb, 2026.

My Commission Expires: 5-28-29

**STACIE CAROLINE SCHMIDT**  
 Notary Public, State of Oklahoma  
 Commission # 25006354  
 My Commission Expires 05-28-2028

[Signature]  
 NOTARY PUBLIC (CLERK)

**CLEVELAND COUNTY  
GENERAL TERMS AND CONDITIONS**

**1. Contract Type:**

This is a firm fixed price contract for the supplies/services specified. Firm Prices will be F.O.B destination.

**2. Preparation of Bids:**

- a. Bidders are expected to examine the solicitation, statement of work, instructions, and all addendums. Failure to do so will be at the bidder's risk.
- b. Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink. Penciled bids, faxed or emailed bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- c. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn "Statement of Non-Collusion" with original signatures. Bids without a notarized signature or seal will be rejected. Affidavit is supplied on front page of Invitation to Bid.
- d. Unit prices will be guaranteed correct by the bidder.
- e. Recipients of this solicitation not responding with a bid shall write "NO BID" on the front of the envelope being mailed.
- f. **PLEASE PUT ADDITIONAL BIDS IN SEPARATE SEALED ENVELOPES.**

**3. FOB Destination and Shipping Instructions:**

Unless otherwise specified, all goods are to be shipped pre-paid, F.O.B. Destination. F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The county assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

**4. Delivery:**

For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Agent or appropriate buyer with respect to delivery under this contract. Time is of the essence and the order is subject to termination for failure to deliver as specified.

**5. Addendums to Invitation to Bid:**

- a. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- b. Bidders shall acknowledge receipt of any addendum to this solicitation by signing and returning the addendum form. The Cleveland County Purchasing Department must receive the acknowledgement by the opening time and date specified for receipt of bids.

**6. Rejection:**

All goods or materials purchased herein are subject to approval by the end user. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the end user or returned, will be at the Vendor's risk and expense.

**7. Bid Compliance:**

The County reserves the right to reject any bid that does not comply with the requirements and specifications of the solicitation. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidders liability to the County.

**8. Evaluation and Award:**

- a. The County shall evaluate bids in response to this solicitation and will award a contract based on lowest and best criteria in accordance with Oklahoma Statute.
- b. Acquisition based on lowest and best criteria which includes, but not limited to, the operational cost the County, quality and/or technical competency, delivery and /or implementation schedule, maximum facilitation, data exchange and/or integration, warranties, guarantees, return policy, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.
- c. The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- d. The County reserves the right to accept by item, group of items or by the total bid.
- e. The County may award multiple contracts for the same or similar to two or more sources under this solicitation.

**CLEVELAND COUNTY  
GENERAL TERMS AND CONDITIONS CONTINUED**

**9. Notice of Award/Rejection Letter:**

A letter and bid summary will be furnished to each bidder after bid is approved/awarded by the Board of County Commissioners. The awarded vendor must contact the Department listed for order information. No order may be placed without a purchase order being issued by Cleveland County.

**PURCHASING AND BID REGULATIONS:**

**BID PROCEDURES**

**A Bid selection.** If no bids are received and a new bid is not issued, the County Purchasing Agent may solicit telephone quotes from three or more vendors selected at random and select the lowest and best bid.

**B Formal requirements on bid form.**

1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
2. This form must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all its provisions.
3. Bids and any bid addendums thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package or container. **BIDDER NAME, BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**

**C Bid Contents – Terms and Conditions**

1. **Entire Agreement.** The General Terms & Conditions of this solicitation, together with the specifications and any other documents made a part of the bid package, shall constitute the entire agreement between the parties.  
The select bidder will be required to enter into a contract approved by the Cleveland County District Attorney's office within 30-days. Failure to do so will result in the bid award being retracted and the award going to the next selected bidder or rebid.
2. **Addendums.** An addendum will be issued for any changes or waivers of specifications, terms, or conditions of a bid. This addendum must be issued by the County Purchasing Department.
3. **Offer Firm for Thirty Days.** Bid prices will be firm until approved by the Board of County Commissioners or for 30 calendar days from the bid opening date.
4. **Unit and Total Prices.** Prices per unit should be clearly shown and extended. Bidder guarantees the unit price to be correct.
5. **Items to be New.** Unless otherwise stated with the solicitation, goods, materials or equipment offered are to be new and of current design.
6. **Shipping Instruction.** Firm price should be F.O.B. destination unless otherwise specified. The bidder shall prepay all packaging, handling, shipping & delivery charges.
7. **Inspection and Rejections.** All goods and materials shall be subject to inspection by the receiving officer. Any goods not in complete conformance with the contract specifications, defective in material or workmanship, or found to contain latent defects, may be rejected. Such goods are to be removed and replaced by and at the cost of the vendor promptly after notification. The costs of inspection and risk of loss shall be borne by the vendor.
8. **Exemption from Taxes.** Purchases made by the County are exempt from State Sales Taxes (68 Okla. Stat. 71&23532) and from Federal Excise Taxes (Chapter #32 of the Internal Revenue Code). These taxes should not be included in price quotation.

**D Submission Procedures**

1. **Sealed Envelope.** Bids must be submitted in a sealed envelope with the name and address of the vendor, the bid number and date and time of closing clearly marked on the outside of the envelope. See illustration.

Vendor name	
Vendor address	
	Cleveland County Purchasing Attn: Keri Lyles 201 S Jones, Suite 240 Norman, OK 73069
Bid # _____	
Date _____ Time _____	

## **PURCHASING AND BID REGULATIONS CONTINUED:**

2. **Where to Submit.** File the bid proposal with the Cleveland County Purchasing Agent, either by mail or in person, before 4:30 p.m., on Thursday, December 4, 2025. Bids received after this time will be rejected and returned unopened. All bids will be opened at 1:00 p.m., Monday, December 8, 2025, during the County Commissioners' meeting held at 201 S. Jones, Suite 200, Norman, OK 73069.
  3. **Change or Withdrawal of Bid.** A bid may not be changed or withdrawn after it has been received unless changes are to be made by submission of a substitute bid or a letter may be submitted to the Purchasing Agent withdrawing a bid before the bid due date which will be returned to the vendor.
  4. **Late Bids.** The time/date stamp in the Cleveland County Purchasing Department shall be the official time of receipt. Bids received after the due date & time listed on the solicitation will be rejected. Late bids shall not be accepted. Late bids will be returned to the vendor unopened.
  5. **Bid Questions**  
If you have any questions regarding the bid specifications, contact Brian Wint, Cleveland County Project and Facilities Manager, at (405) 366-0226.  
If you have any questions regarding the bid deadlines, etc., contact Keri Lyles, Purchasing Agent at (405) 366-0224.
  6. **Payments.** For prompt payment of all invoices, please submit original invoice with reference to the Cleveland County purchase order number, to the ordering agency. Upon receipt of properly executed invoice and receiving report from the ordering agency, payment will be processed. If the original invoice and receiving report are received by the Invoice Clerk by 11:00 a.m. on Fridays, payment will be processed for the following second Monday. If the invoice totals \$25,000.00 or more, the attached SA&I Form 427 "AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00" must be filled out, notarized and attached to the original invoice. Only one (1) "AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00" is required per fiscal year (July 1 through June 30). A new "AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00" dated July 1 or later must be resubmitted at the beginning of each new fiscal year.
- E Grounds for Rejection**  
Any bid which does not meet the requirements or specifications of the solicitation or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.
- F Open Records**  
All bids received are subject to the Oklahoma Open Records Act, and as such, may be acquired and distributed by the County as requested.

### **TERMINATION**

Subject to the provisions below, the contract award derived from this Invitation to Bid may be terminated by either party upon thirty (30) days advance written notice to the other party: but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

1. **Termination of Convenience**  
This contract award shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.
2. **Termination for Default**  
Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
3. **Immediate Termination**  
Immediate termination shall be administered when violations are found to be an impediment to the function of the County and detrimental to its cause, or when conditions preclude the 30 day notice.

**BUSINESS RELATIONSHIP AFFIDAVIT**

TO BE SUBMITTED WITH BID REQUIRING LABOR AND MATERIALS

STATE OF Oklahoma )  
COUNTY OF Cleveland ) S. S.

Steven Schmidt, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party to the project is as follows:

NA none

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NA none

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NA none

(If none of the business relationships hereinabove mentioned exist, Affiant should so state. Attach additional sheet if necessary.)

SL Schmidt

Subscribed and sworn to before me this 25 day of Feb, 2020.

STACIE CAROLINE SCHMIDT  
Notary Public, State of Oklahoma  
Commission # 25006354  
My Commission Expires 05-28-2029

Stacie Schmidt  
(Notary Public, Clerk or Judge)

My Commission Expires: 5-28-29

## SPECIFICATIONS FOR CLEVELAND COUNTY BID #COM-2176:

The specifications provided for this bid are guidelines intended to insure adequate and quality products for the County. The Board of County Commissioners may accept any variation from these specifications if the changes are found to be in the best interest of the County. The intent of the Board of County Commissioners is to provide the best product or service available for the lowest price.

The specifications for this bid is for installation and upgrades of existing elevator for the courthouse located at 201 S. Jones Ave. The county intends to use ARPA federal funds for the project and as such will need to comply with federal purchasing guidelines 2CFR200. Equipment and installation to comply with ARPA purchasing standards. All equipment including car shall be new.

### GENERAL:

We have an elevator in the original Cleveland County Courthouse building that was installed in 1960. We need it updated to meet current requirements to pass state inspections. The equipment room is located on the old courthouse roof and might need to be expanded in order to meet new guidelines.

The following outline specifications for this bid are not intended to mention every particular task or duty that is required for this project, but is intended to provide basic description and requirements. where applicable, for various services. **The contractor shall include with their bid, a written proposal of all items proposed for installation and/or procedure to be followed. Each such proposal shall include a complete description of the proposed product and/or procedure, including all data necessary to demonstrate acceptability. The contractor shall not purchase materials or execute any procedure before receiving a Notice to Proceed via mail or email from Cleveland County.**

Cleveland County reserves the right to reject any and all bids, to award the bid to other than the low proposal, to waive irregularities and/or formalities, and in general to make award in the manner as determined to be in the Board's best interest and its sole discretion.

### BID REQUIREMENTS:

- ◆ An executed Business Relationship Affidavit and Non-Collusion Affidavit are required from all bidders. (A Business Relationship Affidavit is included in these specifications.)
- ◆ Contractor shall provide all freight, materials, labor, tools, accessories, equipment, and incidentals necessary for complete installation of equipment.
- ◆ All bidders require a Bid Bond (Surety Bond) or Cashier's Check for five percent (5%) of the Contractor's bid. The Surety on such bonds shall be a surety company satisfactory to Cleveland County. Cost of such bonds and insurance are to be included in the bid price quoted. Attorneys-in-Fact who sign bonds must file with each bond a certified and effective dated copy of their Power of an Attorney.
- ◆ A mandatory onsite pre-bid meeting will be required by any parties wishing to bid on the project. The location for the meeting will be in the Commissioners meeting room at 201 S. Jones, suite W200, Norman OK 73069. The meeting will be on Wednesday, November 19, 2025 at 10:00 a.m.

**SPECIFICATIONS FOR CLEVELAND COUNTY BID #COM-2176**

- ◆ Bid shall include a minimum 1-year warranty for labor and a minimum of 1-year warranty on equipment.
- ◆ Contractor shall be responsible for any damage caused that may occur due to his action or lack of action on the project site during construction.
- ◆ Contractor shall be responsible for their own measurements, material placement. Site visits to take measurements are encouraged.
- ◆ A Licensed Contractor must perform the construction.
- ◆ A Licensed Electrician is required to provide all power and wiring for the project.
- ◆ A Licensed Elevator Equipment Installer will be required to install all of the elevator equipment.
- ◆ All work performed, including equipment and materials furnished, shall meet requirements and recommendations of applicable portions of governing local, state and national ordinances, codes and regulations.
- ◆ Contractor shall give to the proper authorities all requisite notice relating to the work. Shall have authorized inspectors inspect the facility and all violations of the law shall be the responsibility of the contractor.
- ◆ An executed Bidders Relationship Affidavit and Non-Collusion Affidavit are required from all bidders. (A Business Relationship Affidavit is included in these specifications.)
- ◆ The awarded contractor shall execute a contract with Cleveland County within fifteen (15) days from the date of the bid award, in accordance with the terms set forth in these specifications and pursuant.
- ◆ The awarded contractor must be willing to work with Cleveland County on all scheduling as to make a lesser impact to the employees and business of the county.
- ◆ Contractor to provide onsite operation and troubleshooting training.
- ◆ Payment will be made for the unit as follows- 25% for design, 50% once equipment arrives, and 100% upon completion & State Certified.

**SUBMITTALS:**

The following items shall be submitted with your quote in order to be considered:

1. A copy of your Business License and the State of Oklahoma Certification number.
2. A list of references with like work done.
3. Insurance and Workmen's Compensation is required.

The **awarded** contractor shall furnish the following permits and certificates of Insurance to be delivered after the bid award date.

- ◆ All permits as required by law.
- ◆ Certifications of Insurance: Liability Insurance, Workers' Compensation Insurance, in reasonable amounts. The Contractor shall name **Cleveland County** as an additional assured under said Public Liability Insurance.

**LIST EXCEPTIONS TO BID SPECIFICATIONS:**

N/A

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The Board of County Commissioners reserves the right to reject any and all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.

Please fill in the following information:

Contact Person: Cody Rodriguez  
Title: Regional Sales Director  
Address: 1905 S. Harvard Ave, Oklahoma City, OK 73128  
Telephone Number: 405-902-0366  
Fax Number: \_\_\_\_\_

## Cleveland County– American Rescue Plan Act (ARPA) Contract Addendum

**Notice:** The contract or purchase order to which this addendum is attached is made using federal assistance provided to Cleveland County by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of Cleveland County, according to the County's Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**Minority and Women Business Enterprises (if applicable to this Contract)** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment.** (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by Cleveland County. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**\*Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum\***

4. **Access to Records.** (applies to all purchases.) (A) The Contractor agrees to provide Cleveland County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)** (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations Issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Madison and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**9. Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. **Procurement of Recovered Materials:** (applies only if the work involves the use of materials)
- (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- (B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
12. -- **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

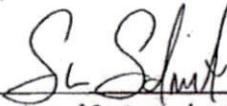
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's authorized official

Date: 2-25-20

Steven Schmidt  
\_\_\_\_\_  
(Print name of person signing above)

President  
\_\_\_\_\_  
(Print title of person signing above)



## Elevator Modernization Proposal

Exp. Date: [Document.ExpirationDate] Prepared for Cleveland County OK 201 S. Jones,  
Date: [Document.SentDate] Suite 240 Norman OK 73069

Project: Cleveland County Courthouse

ITEM	PRICE	QTY	SUBTOTAL
Deposit	\$112,475.00	1	\$112,475.00
Material Delivery	\$224,950.00	1	\$224,950.00
Progress Payments	\$112,475.00	1	\$112,475.00
			<b>\$449,900.00</b>
		<b>Total</b>	<b>\$449,900.00</b>

*Please take note of the following sections, which are a part of this contract:*

- Scope of Work
- Payment Terms
- Estimated Lead Times
- Warranty
- Working Hours and Rates
- Preparatory Work by Others
- Permits, Testing and Coordination
- Terms and Conditions

Authorized Client Representative:

Keri Lyles  
Purchasing Agent  
Cleveland County OK

Authorized Company Representative:

Steve Schmidt  
President  
American Elevator Solutions, LLC

Prepared By: Cody Rodriguez - Title: Regional Sales Director email:cody.rodriguez@myelevatorcompany.com



### **Scope of Work**

- New Non-Proprietary C4 SmartRise Controller and Peripherals
- New Imperial Hoist Machine with Deflector in Hoistway
- New Hoist Ropes
- New Solid State Door Operator
- New 3D Door Detector
- New Car Door Equipment (Rollers, Gibs, Fire Tabs)
- New Hoistway Door Equipment (Interlocks, Pick-Up Assemblies, Rollers, Closers, Gibs, Fire Tabs)
- New Applied Car Operating Panels
- New Surface Mount Hall Fixtures
- New Surface Mount Hoistway Access Keyswitches
- New Governors and Tail Sheave
- New Governor Rope
- New Top of Car Inspection Station
- New Landing System
- New Traveling Cable
- New Wiring
- New 2022 Code Compliant Pit Ladder
- New Pit Switch
- New Escape Hatch Switch
- New Toeguard
- Freight
- Complete Coordination Throughout Modernization Project
- Demolition and Removal of Existing Elevator Equipment
- Permit and Inspection required by the Oklahoma Department of Labor
- One (1) Year Warranty on Parts and Labor
- Five (5) Year Warranty on SmartRise Controller Components



### **Scope of Work - Building Related Work**

Building related items will be provided per the below scope of work as prepared by Construction Brokers, Inc.

#### **General:**

1. We will obtain permits for the scope of work listed in this proposal as required by AHJ.
2. We will provide onsite supervision as required to complete our listed scope of work.
3. We will provide submittals for any items required in the specifications.
4. **We will haul away our debris and leave the area clean.**

#### **Elevator Machine Room:**

1. We will demo the machine room wall to allow for a new door to be installed.
2. We will be building scaffolding to install the new door.
3. We will ask that spoils and scaffolding be flown off the roof by the crane to reduce cost.
4. We will install a new fire-rated door frame, door, and hardware.
5. We will build a new staircase and platform for access to the machine room.
6. We will provide engineered drawings for the new staircase and platform.
7. We will seal the old access door into the machine room.
8. We will encapsulate the window in the machine room.
9. We will install a 2T HVAC Mini split.
10. We will install the condenser on the roof.
11. We will install (1) one new 30amp 2080v fusible lockable disconnect.
12. We will install (1) one new 15amp fusible lockable disconnect for cab lights.
13. We will install conduit and wire from disconnects to controllers.
14. We will install led fixtures in the equipment room, and (1) one fixture in the area below the equipment room.
15. We will install an illuminated switch in the room below the equipment room.
16. We will relocate the existing GFCI receptacle in the equipment room.
17. We will install conduit only for phone lines.
18. We will install disconnect, conduit, and wire for the new A/C unit.
19. We will install conduits and boxes only for fire alarm devices in the equipment room.

#### **Elevator Hoistways:**

1. We will fire caulk back boxes of hall fixtures to maintain hoistway fire rating.
2. We will bevel ledges in the hoistway as required.
3. We will encapsulate pipe and duct work in the hoistway.
4. We will patch the hoistway as needed to meet fire-rating.
5. We will install hoistway lighting, controlled by the new elevator controller.

#### **Elevator Lobbies:**

1. We will install (1) one led fixture on top landing of the elevator.

#### **Elevator Pit:**



1. We will install new vapor tight LED lights in each elevator pit to meet the code.
2. We will install an illuminated light switch.
3. We will install a new GFCI receptacle in each elevator pit.
4. We will snake out the floor drain and install a cover on it.

**Fire Alarm:**

1. We will install (3) relays in the machine room.
2. We will install (2) smoke detectors.
3. We will provide programming, pre-test, permit, and final test with the AHJ.

**Exclusions:**

1. Painting and waterproofing of the pit have not been included in our proposal.
2. We do not include installation of any new sump pits or pumps in our proposal.
3. We do not include any work unrelated to elevator equipment.
4. We do not include any hazardous material abatement.
5. We do not include any line side electrical feeder wire size change, circuit size increase or replacement (existing line side power and circuits to be used).
6. We do not include the creation of any new building architectural plans or drawings. The building must supply existing drawings for permitting purposes if required by AHJ.
7. We do not include removal of any non-elevator building communication wiring or piping/drain lines in our proposal.
8. We do not include installation of any new dedicated elevator equipment grounding. Corrections of inadequate building grounds are not included in our scope. Only using existing building supplied grounds for elevator equipment sized to meet NEC code is included in our proposal.
9. Corrective measures to existing construction, building systems, or finish materials that were either improperly installed or installed and did not meet the code requirements of the installation are not included in this proposal unless specifically noted in the scope portion of the proposal.
10. We do not include replacement of any existing fire alarm devices or fire alarm control panels. Only fire alarm upgrade work specifically identified in our scope is included in our bid. Any main fire alarm control panel software upgrades required to allow programming/acceptance of newly installed alarm devices is not included in our proposal. We do not include any repairs to red or yellow tag conditions.
11. We do not include any cutting or patching for elevator lobby fixtures in our proposal.
12. We do not include any machine room or elevator pit floor painting in our proposal.
13. We do not include any night or weekend work in our proposal.
14. We do not include any work that is not specifically listed in this proposal.
15. We do not include ATS terminations to be performed by others.
16. We do not include any conduit or control wire from the elevator controller to hoistway.
17. We do not include any repairs to the existing generator or ATS.
18. We do not include keying new locksets to a master key.



### Payment Terms

- Initial Deposit: 25%
- Upon Delivery of Materials to Site: 50%
- Progress Payments: 25%

Please be advised that no materials will be ordered until the initial deposit has been received.

If payments are not made in accordance with the terms outlined above, all on-site work will be suspended until the outstanding balance is paid in full. In the event that our crews must demobilize due to delayed payment, a re mobilization fee of \$2,500.00 will apply. Any such delays will also result in an extension of the project schedule. All invoices are due within thirty (30) days of receipt.

### Estimated Lead Times from Contract Execution and Initial Payment

- Survey and Ordering Material Lead Time: 4-6 weeks
- Material Procurement Lead Time: 16-18 weeks
- Elevator Installation: 11-12 weeks

Please note that these timeframes are estimates and may vary due to factors beyond the control of American Elevator.

### Warranty

American Elevator warrants all equipment installed under this proposal—including both materials and workmanship for a period of one (1) year from the date of the final acceptance test conducted with the AHJ inspector.

### Working Hours and Rates

Our price is based on working IUEC regular time hours (Monday-Thursday, 6:00am- 4:30pm). If overtime is required at any point during the project, a separate proposal will be provided.

- Team (Standard Rate): \$475.00 per hour
- Team (Overtime Rate): \$950.00 per hour



### **Permits, Testing, and Project Coordination**

American Elevator Solutions, LLC will secure the necessary permits and perform initial testing in accordance with the requirements of the Authority Having Jurisdiction (AHJ) for the elevator installation.

If the acceptance test is delayed or denied due to factors beyond the control of American Elevator Solutions, LLC—including, but not limited to, malfunctioning equipment provided by other trades interfacing with the elevator system, or lack of facility access at the scheduled inspection time—the purchaser agrees to bear the cost of any resulting re-inspection fees. Furthermore, the purchaser will be responsible for the elevator contractor's standard hourly rate, as established by the International Union of Elevator Constructors, Local #63, for time spent during the re-inspection process.

The purchaser agrees to coordinate and schedule the work of other trades in a timely manner so as not to impede or delay elevator installation. Should American Elevator Solutions, LLC be required to de-mobilize due to delays caused by others outside the scope of our contract, a re-mobilization fee of \$2,500.00 will apply. Such delays will also result in an extension of the project timeline.



## **Terms and Conditions**

The following terms and conditions apply to this estimate and are agreed upon by the Customer through acceptance, either by signature or that of a duly authorized representative:

### **1. Work Hours and Overtime Charges**

Unless otherwise specified, all work will be performed during regular working hours. Should after-hours work be required, additional charges will apply at American Elevator Solutions, LLC prevailing overtime billing rates and will be added to the contract price.

### **2. Delays and Liability**

American Elevator Solutions, LLC shall not be held responsible for delays or damages resulting from causes beyond its control, including but not limited to strikes, lockouts, accidents, acts of God, or issues caused by other trades. Additionally, we do not assume liability for any components not provided under this proposal.

### **3. Quotation Validity and Payment Terms**

The quoted price is valid for 30 days from the date of the estimate. Unless otherwise specified, payment terms are net cash upon completion of the work.

### **4. Insurance Coverage**

Work performed under this agreement is covered by public liability and workers' compensation insurance; however, this insurance does not extend to cover the Customer.

### **5. Damage to Materials or Work**

In the event of damage to materials or completed work caused by fire, theft, or any other reason not attributable to American Elevator Solutions, LLC, the Customer agrees to compensate the company for such losses. American Elevator Solutions, LLC is not liable for any injury or damage sustained by persons while riding on, or being in or around, the subject equipment.

### **6. Entire Agreement**

This proposal and its acceptance constitute the full and complete agreement for the equipment and services described herein. All prior verbal or written agreements or representations are considered null and void.

### **7. Code Compliance and Building Modifications**

American Elevator Solutions, LLC is not responsible for bringing the building into compliance with the Building Code, Labor Law, or any other applicable regulations. Any building modifications not explicitly described in this proposal are the sole responsibility of the Customer. If the final certificate of approval is withheld due to non compliance with such regulations unrelated to our work, all payments shall remain due and payable and may not be withheld.

### **8. Ownership of Materials**

American Elevator Solutions, LLC reserves the right to retain or remove any unused materials related to the elevator or lift installation. Title to all machinery and materials furnished under this agreement remains with American



1905 S Harvard  
Oklahoma City OK 73128

Elevator Solutions, LLC until full payment has been received. In the event of default, the company reserves the right to repossess such materials.

**AMERICAN ELEVATOR SOLUTIONS, LLC**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

American Elevator Solutions, LLC  
1905 S. Harvard Avenue  
Oklahoma City, OK 73128

### SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company  
800 Gessner Road, Suite 600  
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Cleveland County  
201 S Jones  
Norman, OK 73069

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

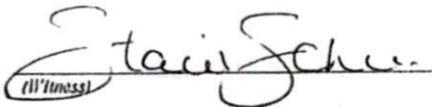
Elevator Modernization/Replacement, 201 S Jones, Norman, OK

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

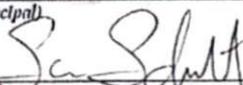
Signed and sealed this 26th day of February, 2026

  
(Witness)

American Elevator Solutions, LLC

(Principal)

(Seal)

By:   
(Title)

Great Midwest Insurance Company

(Surety)

(Seal)

By:   
(Title)

Wendy A. Bright

Attorney-in-Fact



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Wendy A. Bright

Surety Bond No: Bid Bond
Principal: American Elevator Solutions, LLC
Obligee: Cleveland County

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

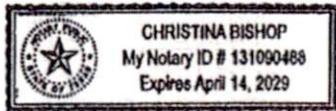


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 26th Day of February 2026



BY Patricia Bryan
Patricia Bryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Oklahoma Department of Labor



Leslie Osborn  
Commissioner of Labor

American Elevator Solutions LLC  
1905 S Harvard Ave  
Oklahoma City, OK 73128

June 12, 2025

Re: License # 50161

Attached is your Elevator Contractor license as required by Title 59 OS Section 3020, *et seq* and Administrative Rules Chapter 380:70 (Oklahoma Elevator Safety Act). This license is issued valid for a period of one year and must be renewed annually prior to the last day of the month in which it was initially issued. All contractors are reminded that installation permits are required for new installations, alterations and major repairs.

All elevators and conveyances covered under this Act are required to be inspected by an Oklahoma Department of Labor Inspector prior to being placed in operation.

No person shall operate, permit to be operated or use any device or equipment subject to the provisions of the Act if such person knows, or reasonably should know that such operation or use will expose the public to an unsafe condition which is likely to result in personal injury or property damage.

Any licensed Elevator Contractor, licensed Elevator Mechanic or licensed Elevator Inspector who fails to immediately report an unsafe conveyance to the Chief Elevator Inspector shall be guilty of a misdemeanor and subject to such fine and/or imprisonment as provided for in the Act.

Respectfully,

Licensing Division  
Oklahoma Department of Labor

**LICENSE / REGISTRATION**

Oklahoma Elevator Contractor License

This License is Not Transferable

DATE ISSUE            06/12/2025  
EXPIRATION DATE    06/30/2026

LICENSE NO.            50161  
RECEIPT NO.           202512021

*Leslie Osborn*  
LESLIE OSBORN, COMMISSIONER

American Elevator Solutions LLC  
1905 S Harvard Ave  
Oklahoma City, OK 73128



STATE OF OKLAHOMA  
DEPARTMENT OF LABOR  
409 NE 28th St, 3rd Floor  
Oklahoma City, OK 73105  
(405) 521-6100  
Fax (405) 521-6025

**Request for Taxpayer  
 Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
 requester. Do not  
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**ESI LEGACY HOLDCO, INC.**

**2** Business name/disregarded entity name, if different from above.  
**AMERICAN ELEVATOR SOLUTIONS, LLC**

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  
 Individual/sole proprietor  C corporation  S corporation  Partnership  Trust/estate  
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .  
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
 Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the United States.)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . .

**5** Address (number, street, and apt. or suite no.). See instructions.  
**1905 SOUTH HARVARD AVE**

**6** City, state, and ZIP code  
**OKLAHOMA CITY, OK 73128**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-				
--	--	--	---	--	--	--	--

OR

**Employer identification number**

9	3	-	3	9	0	0	5	8	7
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person *[Signature]* Date 1/7/2026

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/23/2026

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).

<b>PRODUCER</b> RBN & Associates, Inc. 303 E Wacker Dr Suite 650 Chicago IL 60601		<b>CONTACT NAME:</b> Telisa Gibson <b>PHONE (A/C, No, Ext):</b> 312-856-9400 <b>E-MAIL ADDRESS:</b> tgibson@rbninsurance.com		<b>FAX (A/C, No):</b> 312-856-9425														
<b>INSURED</b> American Elevator Solutions, LLC ESI Legacy Holdco, Inc. dba American Elevator Co., Inc 1905 S Harvard Avenue Oklahoma City OK 73128		<b>ELEVSEVER-05</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great American Insurance Co.</td> <td>16691</td> </tr> <tr> <td>INSURER B: Everspan Indemnity Insurance Company</td> <td>16882</td> </tr> <tr> <td>INSURER C: Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D: RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER E: Travelers Casualty &amp; Surety Co of America</td> <td>19038</td> </tr> <tr> <td>INSURER F: St. Paul Guardian Insurance Company</td> <td>24775</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Co.	16691	INSURER B: Everspan Indemnity Insurance Company	16882	INSURER C: Insurance Company of the West	27847	INSURER D: RSUI Indemnity Company	22314	INSURER E: Travelers Casualty & Surety Co of America	19038	INSURER F: St. Paul Guardian Insurance Company	24775
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COVERAGES CERTIFICATE NUMBER: 366394650 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 SUBR INSD 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 <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	GLP587643400	9/25/2025	9/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
F	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAB5914834	5/30/2025	5/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SP2EVE00008600	9/25/2025	9/25/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 12,500,000 SEE TOTAL EXCESS LMT \$ IN DESC BOX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WIL505730505	9/25/2025	9/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	2nd Layer Excess Liability		NHA608941	9/25/2025	9/25/2026	Each Occ/Aggregate Limit 5,000,000	
E	Crimes Cyber Liability/PoBE & O		108353851	9/25/2025	9/25/2026	Limit 2,000,000 SEE LIMITS IN DESCRIPTION BOX	

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

\*\* Total of \$10,000,00 limit between 2 Excess Liability Policy \*\*

Letter B: \$5,000,000 Policy: SP2EVE00008600

Letter D: +\$5,000,000 Policy: NHA608941

Total \$10,000,000

See Attached...

## CERTIFICATE HOLDER

American Elevator Solution, LLC  
(Proof of Insurance)  
1905 S. Harvard  
Oklahoma City OK 73128

## 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

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AGENCY CUSTOMER ID: ELEVSR-05

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RBN & Associates, Inc.		NAMED INSURED American Elevator Solutions, LLC ESI Legacy Holdco, Inc. dba American Elevator Co., Inc 1905 S Harvard Avenue Oklahoma City OK 73128	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cyber Liability Coverage:  
Carrier: Underwriter of Lloyds NAIC 15792  
Policy: ESO0040466575  
Effective: 08/14/2025 to Expiration: 09/25/2026  
Limit: \$1,000,000

Pollution/Professional (E & O) Liability (Professional is Claims Made):  
Carrier: Lexington Insurance Company NAIC:19437  
Policy: 015136811  
Effective: 09/10/2025 to Expiration: 09/25/2026  
Each Limit: \$1,000,000  
Aggregate: \$1,000,000 each

