

## CONTRACT

**THIS CONTRACT AND AGREEMENT**, made and entered into this 8TH day of APRIL, 2025, by and between the CITY OF OKLAHOMA CITY, party of the first part, hereinafter termed "City," and **CROSSLAND CONSTRUCTION COMPANY, INC.**, 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 M4-MJ010, MAPS 4 Family Justice Center, Base Bid Plus Alternates 1, 2, 3, 5, 6, 7, and 8, as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of said Contract; and

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

**WHEREAS**, the City Clerk in the manner provided by law has publicly opened, examined and canvassed the proposals submitted and the City have determined and declared the above named Contractor to be the lowest responsible Bidder on the above described project and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit: Twenty-Eight Million Seven Hundred Thirty-Five Thousand Dollars (\$28,735,000).

**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:**

**CROSSLAND CONSTRUCTION  
COMPANY, INC.**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Vice President

STATE OF OK )  
 ) §  
COUNTY OF OK )

Aaron Steops, 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 25 day of March, 2025.

[Signature]  
Notary Public



05-29-28  
My Commission Expires:

My Commission Number: 08005275

**APPROVED** by the Council of The City of Oklahoma City this 8TH day of APRIL, 2025.

**ATTEST:**

[Signature]  
City Clerk



[Signature]  
David Holt

[Signature]  
Assistant Municipal Counselor

**STATUTORY BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, **CROSSLAND CONSTRUCTION COMPANY, INC.**, as Contractor, and Federal Insurance Company / Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, 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 Twenty-Eight Million Seven Hundred Thirty-Five Thousand Dollars (\$28,735,000), 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, **CROSSLAND CONSTRUCTION COMPANY, INC.**, is the lowest and best Bidder for the making of the following work and improvement: Project M4-MJ010, MAPS 4 Family Justice Center, Base Bid Plus Alternates 1, 2, 3, 5, 6, 7, and 8, and has entered into a certain written Contract with the **CITY OF OKLAHOMA CITY** on the 8TH day of APRIL, 2025, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the office of the City Clerk.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with the City, 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 27<sup>th</sup> day of MARCH, 2025 by the Contractor.

ATTEST:

**CROSSLAND CONSTRUCTION  
COMPANY, INC.**

[Signature]  
Witness

[Signature]  
Ivan Crossland Jr., CEO

EXECUTED this 26<sup>th</sup> day of MARCH, 2025 by the Surety.

ATTEST:

**FEDERAL INSURANCE COMPANY /  
FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND AND ZURICH  
AMERICAN INSURANCE COMPANY**



Surety

[Signature]  
Witness Joshua Eichen

[Signature]  
Attorney-in-Fact Charissa D. Wilson

**APPROVED** by the Council of The City of Oklahoma City this 8TH day of APRIL, 2025.

ATTEST:

**THE CITY OF OKLAHOMA CITY**

[Signature]  
City Clerk



[Signature]

[Signature]  
Assistant Municipal Counselor

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

That We, **CROSSLAND CONSTRUCTION COMPANY, INC.**, as Contractor, and Federal Insurance Company / Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, as Surety, are held and firmly bound unto the CITY OF OKLAHOMA CITY, hereinafter called "City," in the full and just sum of Twenty-Eight Million Seven Hundred Thirty-Five Thousand Dollars (\$28,735,000), 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 M4-MJ010, MAPS 4 Family Justice Center, Base Bid Plus Alternates 1, 2, 3, 5, 6, 7, and 8, has entered into a certain written contract with the City on the 8TH day of APRIL, 2025, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

**NOW, THEREFORE**, if the said **CROSSLAND CONSTRUCTION COMPANY, INC.**, 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 27<sup>th</sup> day of March, 2025 by the Contractor.

ATTEST:

CROSSLAND CONSTRUCTION  
COMPANY, INC.

Witness

Ivan Crossland Jr. CEO

EXECUTED this 26<sup>th</sup> day of March, 2025 by the Surety.

ATTEST:

FEDERAL INSURANCE COMPANY /  
FIDELITY AND DEPOSIT COMPANY  
OF MARYLAND AND ZURICH  
AMERICAN INSURANCE COMPANY

Surety



Witness Joshua Eichern

Attorney-in-Fact Charissa D. Wilson

APPROVED by the Council of The City of Oklahoma City this 8TH day of  
APRIL, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

Assistant Municipal Counselor



## MAINTENANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That We, CROSSLAND CONSTRUCTION COMPANY, INC., as Contractor, and Federal Insurance Company / Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, as Surety, are held and firmly bound unto the City of Oklahoma City, hereinafter called "City," in the full and just sum of Twenty-Eight Million Seven Hundred Thirty-Five Thousand Dollars (\$28,735,000), 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 CROSSLAND CONSTRUCTION COMPANY, INC., and the City, dated this 8TH day of APRIL, 2025, agreed to construct: Project M4-MJ010, MAPS 4 Family Justice Center, Base Bid Plus Alternates 1, 2, 3, 5, 6, 7, and 8, 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) day 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 27<sup>th</sup> day of March, 2025 by the Contractor.

ATTEST:

**CROSSLAND CONSTRUCTION  
COMPANY, INC.**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Ivan Crossland Jr., CEO

EXECUTED this 26<sup>th</sup> day of March, 2025 by the Surety.

ATTEST:

**FEDERAL INSURANCE COMPANY /  
FIDELITY AND DEPOSIT COMPANY  
AND ZURICH AMERICAN  
INSURANCE COMPANY**



\_\_\_\_\_  
Surety

  
\_\_\_\_\_  
Witness Joshua Eichman

  
\_\_\_\_\_  
Attorney-in-Fact Charissa D. Wilson

**APPROVED** by the Council of The City of Oklahoma City this 8TH day of APRIL, 2025.

**ATTEST:**

Amy K. Simpson  
City Clerk



**THE CITY OF OKLAHOMA CITY**

David Holt

[Signature]  
Assistant Municipal Counselor



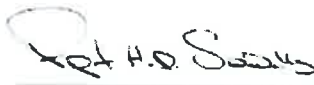
## Power of Attorney


Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Clara R. Navarro Abela**, **Myriah A. Anderson**, **Joshua Eichem**, **Alycia Marie Hoebener**, **Cassidy D. Palic**, **Neha Rai**, **Todd Alan Rambo**, **Timothy Craig Smith**, and **Desiree E. Westmoreland** of Wichita, Kansas; **Monica F. Donatelli**, **Elizabeth Drone**, **Charissa D. Wilson**, **Morgan Wilkerson-Liu**, and **S. Mark Wilkerson** of Overland Park, Kansas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **9<sup>th</sup>** day of **October**, 2024.

  
Rupert H.D. Swindells, Assistant Secretary

  
Warren Eichhorn, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this **9<sup>th</sup>** day of **October**, 2024 before me, a Notary Public of New Jersey, personally came **Rupert H.D. Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert H.D. Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202969  
Commission Expires August 22, 2027

  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert H.D. Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



  
Rupert H.D. Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **S. Mark WILKERSON, Morgan WILKERSON-LIU, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Charissa D. WILSON, Elizabeth DRONE, Neha S. RAI, Joshua EICHEM, Cassidy D. PALIC of Overland Park, Kansas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 08th day of October, A.D. 2024.

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



By: **Thomas O. McClellan**  
Vice President





By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 08th day of October, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

**Genevieve M. Maison**



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 5th day of March, 2025



*MJ Pethick*

Mary Jean Pethick  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reports@claims.zurichna.com](mailto:reports@claims.zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

## THE CITY OF OKLAHOMA CITY

### PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN AND AFFIDAVIT

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

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

I. Public Construction Project Subcontracting Plan

- A. Outreach – In the space provided below describe in detail your company's efforts regarding outreach to small and disadvantaged local businesses in an effort to utilize their services in conjunction with Project M4-MJ010, MAPS 4 Family Justice Center.

Crossland utilizes all primary distribution channels to solicit for subcontractor bids including all local outlets. Crossland also sends all bid requests to the state DBE list to make sure they are aware.

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

As Crossland is a MBE itself, we take pride in our ability to integrate DBE into our projects. In addition to the efforts mentioned above, Crossland makes every effort post bid to include DBE subcontractors in the breakdown of our scopes. Although some do not have the ability to take on full scopes, we break them down into manageable pieces for them.

---

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



Crossland Construction Company

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

[Signature]

Signature of Contractor or Authorized Agent

Arnon Stoops

Type or print name and title of person who signed above

STATE OF OK )

COUNTY OF OK ) §

Signed and sworn to or affirmed before me on this 25 day of March,  
2025, by Arnon Stoops as the above-named Contractor or Contractor's  
Authorized Agent.

My Commission expires 05-29-28

My Commission number 08005275



[Signature]  
Notary Public

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:

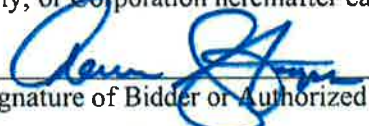
- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that 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.***

CROSSLAND CONSTRUCTION COMPANY, INC.

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

  
Signature of Bidder or Authorized Agent

AARON STEOPS, VP OKC

Type or print the 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

DATE (MM/DD/YYYY)

3/26/2025

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> IMA, Inc. - Kansas City 11350 Switzer Rd Suite 200 Overland Park KS 66210	<b>CONTACT NAME:</b> IMA Wichita Team <b>PHONE (A/C, No, Ext):</b> 316-267-9221 <b>E-MAIL ADDRESS:</b> certs@imacorp.com	<b>FAX (A/C, No):</b>
<b>INSURED</b> Crossland Construction Company, Inc. PO Box 45 833 S. East Avenue Columbus KS 66725	<b>License#:</b> PC-1210733 <b>CROSCON-03</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance Company		16535
<b>INSURER B:</b> Atlantic Specialty Insurance Company		27154
<b>INSURER C:</b> American Guarantee and Liability Insurance		26247
<b>INSURER D:</b> Indian Harbor Insurance Company		36940
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 47102426**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GLO859600804	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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		BAP859615304	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		AUC425515003	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WC859615404	4/30/2024	4/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Builders Risk - Reporting		7900130720011	4/30/2024	4/30/2025	Any One Job Site \$125,000,000
B	Installation Floater - Reporting		7100337760012	4/30/2024	4/30/2025	Any One Job Site \$2,500,000
D	Professional & Pollution Liab.		CEO744688608	4/30/2024	4/30/2025	See Below

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

-Professional Liability: \$5,000,000 Each Claim, \$10,000,000 Aggregate; Pollution Liability: \$10,000,000 Each Claim, \$10,000,000 Aggregate.  
-2nd Layer Excess Liability: Policy #UXP300009002, Effective 4/30/2024 - 4/30/2025, Insurer: Arch Insurance Company, NAIC #11150, \$15,000,000 Each Occurrence, \$15,000,000 Aggregate.  
-3rd Layer Excess Liability: Policy #1000588349241, Effective 4/30/2024 - 4/30/2025, Insurer: Starr Indemnity & Liability Company, NAIC #38318, \$15,000,000 Each Occurrence, \$15,000,000 Aggregate.

RE: MAPS4 Family Justice Center - 25OK15YFGD.

City of Oklahoma City, and all parties to this Contract, and any public trust participating in the Project are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

MAPS Office  
The City of Oklahoma City  
420 W. Main St., Suite 400  
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.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.