

Bond Nr. [REDACTED]

SUBDIVISION BOND
(Corporate Principal)

KNOW ALL MEN BY THESE PRESENTS:

That we, OKC GBD, LLC AN OKLAHOMA LIMITED LIABILITY COMPANY as Principal and The Gray Casualty & Surety Company, the undersigned Surety, are held and firmly bound unto The City of Oklahoma City, Oklahoma (hereinafter referred to as "City"), in the full sum of One Million Eight Hundred Seventy-Four Thousand Eight Hundred Eighty-Six Dollars and 09/100 (\$1,874,886.09) for payment of which are well and truly to be made, we, and each of us, bind ourselves, jointly and severally as to obligations found herein, by these presents.

WHEREAS, Principal has submitted to the City a Final Plat for the subdivision of a particular tract of land described as follows:

known as Chisholm Springs Section 1; and

WHEREAS, Principal has, pursuant to 11 O.S. §547-114 (1981) and Article IV, Section 4.2.2 of the Oklahoma City Subdivision Regulations, elected to file this Bond in lieu of actual completion of the improvements and utilities as shown on the Final Plat of the above subdivision, the estimated costs of said improvement and utilities being as follows, and as per attached engineer's estimate "Exhibit 1":

Paving (Public)	\$1,098,733.90
Drainage (Public)	\$605,708.00
10% Allowance for Cost Overrun	<u>\$170,444.19</u>
TOTAL	\$1,874,886.09

NOW, THEREFORE, the Principal shall, within two (2) years from the date of approval of this Bond by the Council of The City, faithfully install and complete all improvements and utilities in the above subdivision as shown on the Final Plat thereof, in accordance with all the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City; and the Principal shall pay all bills for contractors, sub-contractors, labor and materials incurred in the installation and completion of said improvements and utilities; and the Principal shall hold harmless and indemnify The City against all liability, loss or claim for damages by reason of or arising out of the installation and/or completion of said improvements and/or utilities.

NOW, FURTHER, if the Principal shall not, within two (2) years of the approval of this Bond by the Council of The City, have faithfully installed and completed all improvements and utilities in the above subdivision as shown on the Final Plat thereof in accordance with the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City, as certified by the City Engineer, then upon demand by The City, the Surety shall promptly:

1.) Pay over to The City all or such part of the amounts specified in this Bond as are necessary to install and/or complete all improvements and utilities as shown by the Final Plat according to the estimated costs of completion as prepared and certified by the City Engineer; or

2.) Install and/or complete the improvements and utilities as set out in the Final Plat in accordance with the provisions of this Bond as applicable to the Principal.

NOW, FURTHER, if the Principal shall not have paid for all material and labor entering into the construction of the improvements then upon demand by The City, the Surety shall promptly pay for all material and labor entering into the construction of the improvements.

NOW, FURTHER, if the Principal shall, within two (2) years from the date of approval of this Bond by the Council of The City, faithfully install and complete all improvements and utilities in the above subdivision as shown on the Final Plat thereof, in accordance with all the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City; and if the Principal has paid for all material and labor entering into the construction of the improvements then this Bond shall be released by The City, otherwise it is to remain in full force.

NOW, FURTHER, in the event The City shall bring suit to enforce this Bond, it shall be entitled to recover no more than the penal sum of this bond.

Dated this 30th Day of July, Year of our Lord 2024.

IN WITNESS WHEREOF, the said Principal 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 duly authorized officer, the day and year above written.

Principal

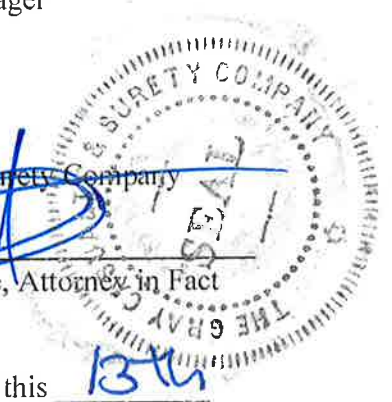
OKC GBD, LLC

By: *[Signature]*
Lance Windel, Manager

Surety

The Gray Casualty & Surety Company

By: *[Signature]*
Matthew L. Clarke, Attorney in Fact



APPROVED by the Council of THE CITY OF OKLAHOMA CITY this 13th
day of August, 2024



[Signature]
MAYOR

ATTEST:

[Signature]
City Clerk

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

Exhibit A

CIDSBOLM SPRINGS PD-2996 REVISED 10-16-2023**First Water Contracting, LLC**

POBOX942S0

Oklahoma City, OK 73143

Contact: Greg Homan

Phone: 405-664-6200

Fax: 405-253-0363

Quote To:

CRAFTON TULL

Job Name:

CHISHOLM SPRINGS

Date of Plans:

9-20-2022

Revision Date:

10-16-2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" TYPE S-5 ASPHALT (PG 64-22 OK)	18,306.00	SY	13.50	247,131.00
2	3 1/4" TYPE S-3 ASPHALT (PG 64-22 OK)	18,306.00	SY	19.60	358,797.60
3	TACK COAT (CSS-IH)	2,746.00	GAL	4.00	10,984.00
4	4% CEMENT	286.00	TON	1.00	286.00
5	6" STABILIZED BASE	23,797.00	SY	5.50	130,883.50
6	6"x2' CURB AND GUTTER	13,263.00	LF	18.60	246,691.80
7	STANDARD BARRICADE	2.00	EA	600.00	1,200.00
8	6"x18" HEADER CURB	52.00	LF	15.00	780.00
9	CONCRETE INTERSECTION VALLEY GUTTER	602.00	LF	52.00	31,304.00
10	12" RIP-RAP W/FILTER FABRIC MAT	30.00	SY	92.00	2,760.00
11	'W' & 'V' CURB MARKINGS	197.00	EA	6.00	1,182.00
12	4' SIDEWALK (ALONG COMMON AREAS)	560.00	LF	28.00	15,680.00
13	5' SIDEWALK (ALONG ARTERIAL)	931.00	LF	34.00	31,654.00
14	SAW CUT AND REMOVE EXISTING DRIVEWAY	80.00	LF	35.00	2,800.00
15	ADARAMPS	2.00	EA	700.00	1,400.00
16	FLUME BARRIER	6.00	EA	800.00	4,800.00
17	PROOF ROLLING	1.00	LS	400.00	400.00
18	"BLUE TOP" HUBS/OPS EQUIPMENT	1.00	LS	10,000.00	10,000.00
	PUBLIC PAVING				1,098,733.90
1	D-2-0 CURB INLET	5.00	EA	3,700.00	18,500.00
2	D-2-1 CURB INLET	2.00	EA	5,400.00	10,800.00
3	D-2-2 CURB INLET	5.00	EA	7,700.00	38,500.00
4	D-2-3 CURB INLET	1.00	EA	11,000.00	11,000.00
5	D-2-4 CURB INLET	1.00	EA	16,700.00	16,700.00
6	30" F.E.S.	1.00	EA	2,100.00	2,100.00
7	36" F.E.S.	1.00	EA	3,000.00	3,000.00
8	43-3/4"x26-5/8" FES	1.00	EA	3,200.00	3,200.00
9	58-1/2"x36" FES	1.00	EA	6,400.00	6,400.00
10	MITER 30" RCP FLUSH TO INSIDE WING WALL	1.00	EA	300.00	300.00

PAVING BOND AMOUNT (PUBLIC)

\$1,098,733.90

Plus 10%

\$ 109,873.39

TOTAL PAVING BOND AMOUNT (PUBLIC)

\$1,208,607.29

ITEM	DESCRIPTION	QUANTITY	UNIT	UNITPRICE	AMOUNT
11	24"RCP	27.00	LF	90.00	2,430.00
12	24" RCP (CLASS IV)	27.00	LF	90.00	2,430.00
13	30"RCP	303.00	LF	110.00	33,330.00
14	30" RCP (CLASS IV)	27.00	LF	110.00	2,970.00
15	36"RCP	261.00	LF	130.00	33,930.00
16	36" RCP (CLASS IV)	27.00	LF	130.00	3,510.00
17	43-3/4"X26-5/8" ARCP	247.00	LF	180.00	44,460.00
18	43-3/4"X26-5/8" ARCP (CLASS IV)	54.00	LF	180.00	9,720.00
19	58-1/2"X36" ARCP	167.00	LF	240.00	40,080.00
20	58-1/2"X36" ARCP (CLASS IV)	27.00	LF	240.00	6,480.00
21	5' (I.D.) MANHOLE	3.00	EA	3,100.00	9,300.00
22	6' (I.D.) MANHOLE	2.00	EA	3,400.00	6,800.00
23	6'X6' JUNCTION BOX	1.00	EA	8,600.00	8,600.00
24	CRUSHED ROCK PIPE BEDDING	434.00	CY	66.00	28,644.00
25	TYPE 'A' AGGREGATE	236.00	CY	66.00	15,576.00
26	4.0'X11' FLUME TRANSITION	12.00	LF	94.00	1,128.00
27	4.0'X13' FLUME TRANSITION	12.00	LF	107.00	1,284.00
28	4.0'X0.5' CONCRETE FLUME	624.00	LF	55.00	34,320.00
29	BOLLARDS	4.00	EA	550.00	2,200.00
30	FLUME BARRIER	2.00	EA	500.00	1,000.00
31	3'CUTOFFWALL	6.00	EA	550.00	3,300.00
32	12" RIP RAP W/FILTER FABRIC MAT	203.00	SY	92.00	18,676.00
33	CONCRETE CHANNEL VERT. TRANS. (0-4.32')	11.00	LF	408.00	4,488.00
34	CONCRETE CHANNEL VERT. TRANS. (4.32'-3.50')	71.00	LF	432.00	30,672.00
35	10' WIDE (1:1 SIDES, 3.5' DEPTH) CONCRETE CHANNEL	525.00	LF	258.00	135,450.00
36	CONCRETE CHANNEL VERT. TRANS. (3.50'-0')	37.00	LF	390.00	14,430.00
	DRAINAGE				605,708.00

GRAND TOTAL

\$1 704 441.90

NOTES:

DRAINAGE BOND AMOUNT (PUBLIC)
Plus 10%

\$605,708.00
\$ 60,570.80

1. This proposal includes the following:

TOTAL DRAINAGE BOND AMOUNT (PUBLIC)

\$666,278.80

- Pricing includes maintenance bond that will be required by Oklahoma City.

2. This proposal excludes the following:

- Inspection fees for the city of Oklahoma City.
- Payment / Performance Bonds or other permits are excluded.
- Any item(s) not specifically mentioned and priced in this proposal are excluded.
- * Excludes SWP3 plan development, or other environmental permits, if required.

3. Material Escalation Notes:

- Asphalt pricing is firm through 12/31/2023. After this date, pricing will be adjusted to account for fluctuations in oil, fuel and aggregate costs.

* PLEASE NOTE THAT ALL CONCRETE ITEMS WILL EXPERIENCE A \$15+/PER CUBIC YARD INCREASE AFTER 12-31-2023.

- All other materials are subject to potential escalation.

* Escalation in material costs will be addressed either:

1. At the time of contracting, or
2. Via written change order within 2 weeks of the work being performed.

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: [REDACTED] Principal: OKC GBD, LLC

Project: Paving and Drainage Improvements at Chisholm Springs Section 1

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Matthew L. Clarke, Juan Pablo Carrizo, and DC Johnston of Charleston, South Carolina jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 30th day of July, 2024.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 30th day of July, 2024.

Leigh Anne Henican

