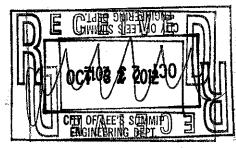


October 19, 2012

Mr. Bill Lyon City of Lee's Summit Public Works Department 220 SW Green Street Lee's Summit, MO 64063



Re: Closing Documents Signal at Hy-Vee & 3rd St.

Mr. Lyon,

Please find enclosed the following items for the signal project at the new Hy-Vee store off of 3rd St. in Lee's Summit.

- Maintenance Bond (1)
- Final Affidavit & Agreement (1)
- CD's containing TIFF files of as-built plans (2)

Should you require any other information from Ewing Signal for the final close out of this project please feel free to call the number below.

Regards,

Samuel Cook

Ewing Signal Construction

OCT 2 3 2012

CITY OF LEE'S SUMMIT ENGINEERING DEPT.

Enclosure



GEORGE J. SIEBERS & CO., INC.

BONDS AND INSURANCE

October 19, 2012

City of Lee's Summit Public Works Department/Inspection Division 220 SW Green Street Lee's Summit, MO 64063

Re:

Ewing Signal Construction LLC

HyVee Gas Station Traffic Signal Improvements

PRPWFC20120370

Bond Amount: \$88,299.95

Bond #674019634

OFFICERS

Mark E. Gardner President

Larry Cramer Executive Vice President

> Donna K. Bukovaz Vice President

Scott A. Duncan Vice President

POST OFFICE BOX

P.O. BOX 9340 Merriam, Kansas 66201-2040

TOLL FREE NUMBER

1-800-255-0463

FAX NUMBER

1-913-236-5145

MAIN OFFICE IN KANSAS

1-913-236-4900

Gentlemen:

Please accept this letter as your authority to date the bonds and power of attorney on the above captioned project to coincide with the date of final acceptance. Once the job has been accepted I would appreciate receiving a copy for my file.

Sincerely,

THE OHIO CASUALTY INSURANCE COMPANY

Linda S. Reynolds, Attorney-in-Fact

Bond #674019634

KNOW ALL MEN BY ALL THESE PRESENTS:
THAT WE, Ewing Signal Construction LLC
1730 N. Gregory Drive, Nixa, MO 65714
(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company
8700 Indian Creek Parkway, Suite 350, Overland Park, KS 66210
A Corporation duly organized under the laws of the State of Ohio and duly licensed to transact business in the State of Missouri
(hereinafter called Surety), as Surety, are held and firmly bound into the City of Lee's Summit, Missouri (hereinafter called Obligee, in the sum of (50% of the total monies paid or to be paid to the contractor upon completion of the work) (\$ 88,299.95) Eighty-Eight Thousand Two Hundred Ninety-
Nine and 95/100 DOLLARS.
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this18th day of
WHEREAS, the said Principal has heretofore (description of work done and location):
HyVee Gas Station Traffic Signal Improvements on 3rd Street
PRPWFC20120370
WHEREAS, the said Principal is required to and does guarantee said (Name of Project):
HyVee Gas Station Traffic Signal Improvements
constructed by said Principal, against any defects of workmanship or materials, which may develop during the period of three (3) years from acceptance by the City of Lee's Summit, Missouri.
Acceptance of said completion of HyVee Gas Station Traffic Signal Improvements sof, 20, is hereby acknowledged by the City of Lee's Summit, Missouri.
· · · · · · · · · · · · · · · · · · ·

The condition of this obligation is such that if said Principal shall faithfully carry out and perform said guarantee and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in said work which may develop for a period of three years from the acceptance date issued by the Obligee, or shall pay over, make good and reimburse to said Obligee all loss and damage which said Obligee may sustain by reasons

MAINTENANCE BOND PAGE 2 of 2

of failure or default of said principal so to do, then this obligation shall be null and void upon expiration of the aforesaid maintenance bond, otherwise shall remain in full force and effect.

Should any defective work have been done or materials supplied by any subcontractor, Principal and surety shall be liable to make good in the same manner as such work or material has been done or supplied by the Principal.

PRINCIPAL:

EWING SIGNAL CONSTRUCTION LLC

ATTEST:

SURETY:

THE OHIO CASUALTY INSURANCE COMPANY

ATTEST:

Linda S. Reynolds, Attorney-in-Fact

HIS POWER OF ATTORNET IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.	3 03732
his Bower of Attorney limits the sets of these named herein, and they have no authority to hind the Company except in the t	nanner and to the

extent herein stated. **?** ≥

THE OHIO CASUALTY INSURANCE COMPANY FAIRFIELD, OHIO

POWER OF ATTORNEY	
KNOW ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company (the "Company"), an Ohio corporation, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARK E. GARDNER, LARRY J. CRAMER, LINDA S. REYNOLDS, MICHELLE S. COLE, ALL OF THE CITY OF MERRIAM, STATE OF KANSAS	
, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding THIRTY FIVE MILLION AND 00/100*********************************	
That this power is made and executed pursuant to and by authority of the following By-law and Authorization: ARTICLE IV - Officers: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.	ıy business day.
Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. By the following instrument the Chairman or the President has authorized the officer or other official named therein to appoint attorneys-in-fact: Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of The Ohio Casualty Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania, this6th day of	rm the validity of this Power of Attorney call 2-8240 between 9:00 am and 4:30 pm EST on any business day.
THE OHIO CASUALTY INSURANCE COMPANY By Janie David M. Carey, Assistant Secretary COMMONWEALTH OF PENNSYLVANIA SS COUNTY OF MONTGOMERY On this 6th day of December , 2011 , before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of The Ohio Casualty Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of	the validity of this Po 240 between 9:00 am
Attorney and affixed the corporate seal of The Ohio Casualty Insurance Company thereto with the authority and at the direction of said corporation. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. Notarial Seal Teresa Pastella, Notary Public Plymouth Twp, Montary Public Plymouth Twp, Montary Public Member, Pennsylvania Association of Notaries EXTENSION OF The Ohio Casualty Insurance Company thereto with the authority and at the direction of said corporation. By Julian Insurance Company thereto with the authority and at the direction of said corporation. By Julian Insurance Company thereto with the authority and at the direction of said corporation.	To confirm 1-610-832-8
I, the undersigned, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company. This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following	

vote of the board of directors of The Ohio Casualty Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

have hereunto subscribed my name and affixed the corporate seal of the said company, this

Gregory W. Davenport, Assistant Secretary