

June 25, 2018

City of Lee's Summit, Missouri 220 SE Green Lee's Summit, MO 64063

Re: Larry Bair Excavating, Inc.

Project: B&BNLV7 – Sanitary Sewer

Bond # NKS1616

Dear Sirs &/or Madams,

This letter does hereby give authorization to a representative of the City of Lee's Summit, Missouri to complete the Date of Final Acceptance portion of the executed Maintenance Bond that our agency issued on the above referenced project for Larry Bair Excavating, Inc. Please contact me if you have any questions or concerns. I can be reached at 913-837-5125 or by email at mlong@tru-ins.com.

Sincerely,

Megan Rae Long

Power-of-Attorney



MAINTENANCE BOND City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Larry Bair Excavating, Inc., 2785 W. 247th Street, Louisburg, Kansas 66053
(hereinafter called the Principal), as Principal, and Merchants National Bonding, Inc.
A Corporation duly organized under the laws of the State of
and duly licensed to transact business in the State ofMissouri
(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)
(\$22,030.79 Twenty-Two Thousand Thirty Dollars and Seventy-Nine Cents
DOLLARS,
for the payment of which sum well and truly to be made, we, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
Sealed with our seals and dated this _25 day of, 20_18
WHEREAS, the said Principal has heretofore (description of work done and location): B&BNLV7 - Sanitary Sewer
and,
WHEREAS, the said Principal is required to and does guarantee said (Name of Project): B&BNLV7 - Sanitary Sewer
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 BBNLV7 SANTIARY SEWER
as of MARCH 8 th , 2018, 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 $\frac{3}{2}$ 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 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.

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Larry	Bair	Excavating,	Inc
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SURETY:

Merchants National Bonding, Inc.

ATTEST:

Katheyn Stakes Megan Ras Lon

ATTEST:



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel B McCarville; Georgia Lee Williams; Megan Rae Long; Melvin L Kueser; Nicholas S Biby

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of

June

, 2018

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 20th day of June 2018 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM Commission Number 767430 My Commission Expires

April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this

day of Wh

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POA 0018 (3/17)

MLONG

CORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Megan Long				
Elliott Insurance Inc. 278 Fairlane Drive		13) 837-5359			
Louisburg, KS 66053	E-MAIL ADDRESS: Megan@elliottinsurancegroup.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : AMCO	19100			
INSURED	INSURER B: Nationwide Mutual Insurance Co	23787			
Larry Bair Excavating, Inc.	INSURER C:	.1 .1 .1			
2785 W. 247th Street	INSURER D:				
Louisburg, KS 66053	INSURER E:				
	INSURER F:				
COVERAGES CEPTIFICATE NUMBER	DEVISION NI IMPED.				

SERTIFICATE NUMBER: 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 INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	CLAIMS-MADE X OCCUR ACPGLAO7220108607 01/15/2018	CPGLAO7220108607 01/15/2018	01/15/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000		
						MED EXP (Any one person)	\$	5,000		
			-					PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:					100		\$	
В	AU1	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO			ACPBA7220108607	01/15/2018	01/15/2019	BODILY INJURY (Per person)	\$	1
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$.	2,000,000
		EXCESS LIAB CLAIMS-MADE			ACPCAA7220108607	01/15/2018	01/15/2019	AGGREGATE	\$	2,000,000
		DED X RETENTION\$	1						\$	
Α		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A		ACPWCA7220108607	01/15/2018	01/15/2019	E.L. EACH ACCIDENT	\$	1,000,000
		ICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
В	Equ	uipment Floater			ACPCIM7220108607	01/15/2018	01/15/2019	Leased/Rented		100,000
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	1.5								1 1	

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

Project: B&BNLV7 - Sanitary Sewer

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CANCELLATION

City of Lee's Summit 220 SE Green Lees Summit, MO 64063

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