

MAINTENANCE BOND City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, JE Dunn Construction Company

1001 Locust, Kansas City, MO 64106

(hereinafter called the Principal), as Principal, and Federal Insurance Company

15 Mountain View Road, Warren, NJ 07059

908-903-2000

A Corporation duly organized under the laws of the State of Missouri
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)

(\$ 100,000.00) One Hundred Thousand and No/100

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 15th day of October, 20 10.

WHEREAS, the said Principal has heretofore (description of work done and location):

Sanitary Sewer Improvements at Lee's Summit Medical Center, 2100 SE Blue Parkway
Lee's Summit, MO 64063.

and,

WHEREAS, the said Principal is required to and does guarantee said (Name of Project):

Lee's Summit Medical Center - Sanitary Sewer 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 Lee's Summit Medical Center - Sanitary Sewer Improvements as of November 5, 2010 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 3 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
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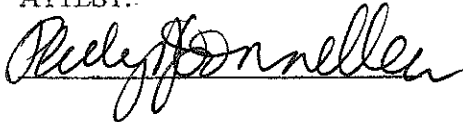
of failure or default of said principal so to do, then this obligation shall be null and void upon expiration of the aforesaid maintenance bond, otherwise shall remain in full force and effect.

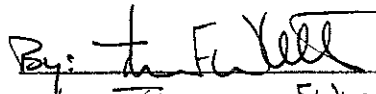
Should any defective work have been done or materials supplied by any subcontractor, Principal and surety shall be liable to make good in the same manner as such work or material has been done or supplied by the Principal.

PRINCIPAL:

J.E. Dunn Construction Company

ATTEST:

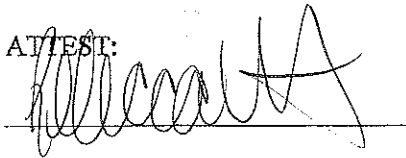


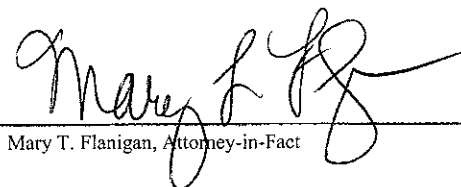
By:  Exec. V.P.
Thomas F. Wimmer

SURETY:

Federal Insurance Company

ATTEST:




Mary T. Flanigan, Attorney-in-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

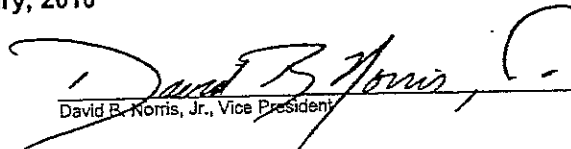
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Adam J. Cantu, Jeffrey C. Carey, Nancy A. Clover, Laura E. Coon, Mark Duggan, Melissa D. Evans, Kathy L. Fagan, Mary T. Flanigan, David M. Lockton, Ronald J. Lockton, Claudia Mandato, Christy M. McCart, Laura M. Murren, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter III, and Charissa D. Wilson of Kansas City, Missouri—

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**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **8th** day of **February, 2010**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

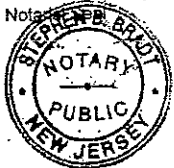
STATE OF NEW JERSEY

ss.

County of Somerset

On this **8th** day of **February, 2010**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows 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 the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

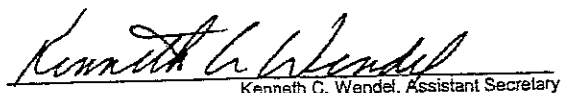
I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

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

OCT 15 2010




Kenneth C. Wendel, Assistant Secretary

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

FINAL AFFIDAVIT AND AGREEMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this 18 day of October, 2010 before me, the undersigned Notary Public,
personally appeared Dave Ruf III

on behalf of J. E. Dunn Construction Company, 1001 Locust, Kansas City, MO 64106
(name of firm, corporation or partnership)

General Contractor, Upon being duly sworn, on his oath he does say that all of the persons, firms, and corporations, including affiant, and all subcontractors, who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction and improvements on the project hereinafter described, have been paid in full and that such work has been fully completed.

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, financing statement, security agreement, or conditional bills of sale have been given or are now outstanding as to any materials placed upon or installed in the aforesaid project.

The General Contractor does, for a valuable consideration, hereby agree to indemnify and save the City of Lee's Summit, Missouri, harmless against any lien, claim or suit of, or by any general contractor, subcontractor, mechanic or materialman in connection with the construction of improvements on said project.

The improvements referred to herein are situated in the County of Jackson, City of Lee's Summit, State of Missouri, and the project is described as follows:

Name of Project: Lee's Summit Medical Center - Sanitary Sewer Improvements

The declarations herein contained are hereby affirmed.

Dave S. Ruf III
Signature of Affiant

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

S. Vogt
Notary Public

S. VOGT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County

My Commission Expires: Dec. 21, 2013
Commission # 09813254