

# MAINTENANCE BOND

## City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Earthworks Excavation and Associates, LLC; 19495 Bell Road, Higginsville, MO 64037  
 (hereinafter called the Principal), as Principal, and \_\_\_\_\_  
Granite Re, Inc; 14001 Quailbrook Drive, Oklahoma City, OK 73134  
 A Corporation duly organized under the laws of the State of Minnesota  
 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)  
 (\$ 206,869.00 ) Two Hundred Six Thousand, Eight Hundred Sixty Nine 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 20th day of May, 2021

WHEREAS, the said Principal has heretofore (description of work done and location): \_\_\_\_\_  
Storm Sewer Installation

and,

WHEREAS, the said Principal is required to and does guarantee said (Name of Project):  
Cobey Creek Phase 1 Storm Sewer Installation  
 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 Cobey Creek- Phase 1  
 as of May 20th, 2021, 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 (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 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:

Earthworks Excavation and Associates, LLC

ATTEST:

  
Tim Trigg- Estimator

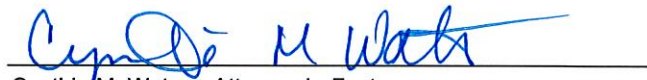
  
Scott Rasa- Managing Member

SURETY:

Granite Re, Inc.

ATTEST:

  
Logan Baird; Witness

  
Cynthia M. Waters; Attorney-in-Fact



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS BARKER; SHANE DAVOLT; PEGGY MARRS; KIMBERLY BECKMAN; CINDY WATERS; CYNTHIA M. WATERS; its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

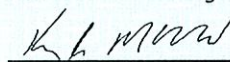
TRAVIS BARKER; SHANE DAVOLT; PEGGY MARRS; KIMBERLY BECKMAN; CINDY WATERS; CYNTHIA M. WATERS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.



STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )

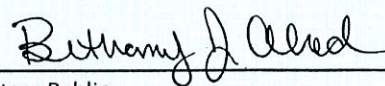
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

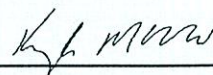
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

20<sup>th</sup> day of May, 2021.



  
Kyle P. McDonald, Assistant Secretary