

# MAINTENANCE BOND

Bond # CBB0063819

## City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Fleshman Construction, Inc., a Missouri Corporation (hereinafter called the Principal), as Principal, and National American Insurance Company

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

Five thousand six hundred and 15/100 (\$5,600.15)

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 October 24, 2022

WHEREAS, the said Principal has heretofore (description of work done and location): Market Street Center Public Sanitary Sewer Improvements upon, under and through Lot 2, Final Plat of Market Street Center (3511 SW Market Street) and Lot 1, Block 1 Minor Plat Firestone SW. Market Street (3561 SW Market Street) pursuant to Plan Review PL2022039 and Subdivision Permit PRSUBD20221645

and,

WHEREAS, the said Principal is required to and does guarantee said (Name of Project): Market Street Center Public 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 Market Street Center Public Sanitary Sewer Improvements as of October 24, 2022, 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:

**Fleshman Construction, Inc.**

ATTEST:

Connie M

By:

[Signature]

Shane Fleshman, President

SURETY: National American Insurance Company

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ATTEST:

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David Salavitch

David S. Salavitch, Attorney in Fact

