



**bcp tech**

A BALDWIN RISK PARTNER

AUTHORIZATION TO INSERT DATE OF CONTRACT ON BONDS AND  
POWER OF ATTORNEY

**DATE:** July 24th, 2024  
**To:** City of Lee's Summit, Missouri  
**Contractor:** Superior Bowen Asphalt Company, LLC  
**Projects:** Woodland Oaks  
Bond #108063890

Dear Sir or Madam:

The undersigned is an authorized representative of **Travelers Casualty and Surety Company of America**, the surety for **Superior Bowen Asphalt Company, LLC** for and during the entire period of construction of the project described above.

Authorization is hereby given by the surety to: **City of Lee's Summit, Missouri** to insert the date of the execution of the contract on the bonds and the power of attorney.

Travelers Casualty and Surety Company of America

*Kara M. Foulk*

Kara M. Foulk, Attorney-in-Fact

BCP Tech | A Baldwin Risk Partner  
1511 Baltimore, 2<sup>nd</sup> Floor  
Kansas City, MO 64108  
T: (816) 523-2323

MAINTENANCE BOND  
City of Lee's Summit

KNOW ALL MEN BY ALL THESE PRESENTS:

THAT WE, Superior Bowen Asphalt Company, LLC  
(hereinafter called the Principal), as Principal, and Travelers Casualty and Surety  
Company of America

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

(\$ 212,938.77 ) Two Hundred Twelve Thousand, Nine Hundred  
Thirty Eight and 77/100 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

WHEREAS, the said Principal has heretofore (description of work done and location): \_\_\_\_\_  
Asphalt work in Lee's Summit, Missouri

and,

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

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 Woodland Oaks  
as of July 24th, 2024, 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 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:

Superior Bowen Asphalt Company, LLC

ATTEST:

*[Signature]*

*[Signature]*

SURETY:

Travelers Casualty and Surety  
Company of America

ATTEST:

*Stephen Bowen*

*Kara M. Foulk*







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kara M Foulk** of **KANSAS CITY**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**