

**PERFORMANCE BOND FOR                      Bond#3216804**  
**RESTORATION, LANDSCAPING AND REVEGETATION**

Deerfield Construction Company, Inc., a Construction Company, which is located at 8960 Glendale-Milford Road, Loveland, Ohio 45140 as the "**Principal**," and Great American Insurance Company, a corporation incorporated under the laws of the State of Ohio, which is located at 301 E. 4<sup>th</sup> Street, Cincinnati, Ohio 45202 and is authorized by the laws of the State of Missouri to execute bonds and undertaking as sole surety, as the "**Surety**", are held and firmly bound unto the **CITY OF LEE'S SUMMIT, MISSOURI**, as the "**City**" or "**Obligee**," in the just and full sum of \$2,100.00 for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns jointly and severally firmly by these presents and the terms and conditions set forth herein.

The condition of the foregoing obligation is such that the Principal has agreed to construct all of the following landscaping, revegetation and restoration improvements (the "**Improvements**") in connection with Caliber Collision – Lee's Summit, MO which was approved through the passage of Ordinance No. 9272 on 11/2/2021 (the "**Ordinance**") in order to receive final acceptance of a site development or subdivision permit:

**Attachment A** depicts the geographic area and the improvements and work to be performed.

**Restoration, Landscaping and Revegetation**

**The following provisions, conditions and requirements shall apply to this Bond:**

1.     **Surety Demand.** In the event that Principal shall not have completed the Improvements and paid all sums owing to contractors, suppliers or others as a result of such work, and obtained acceptance by the City of the project, within the time period specified below, then the Surety shall, within ten (10) days of demand of the City make a written commitment to the City that it will either remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, or tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total Bond amount. The Surety shall then fulfill its obligations under this bond, according to the option it has selected. Surety shall assume and perform any and all obligations of the Principal upon the Principal's failure or refusal to fulfill its obligations under this Bond, in the sole judgment of the Director of Development Services or his designee.

2.     **Work in Accordance with City Requirements.** All of the foregoing work for the Improvements shall be done, in the sole judgment of the Director of Development Services or his designee, in accordance with all applicable laws of the City Code of Lee's Summit. This Bond is conditioned upon and guarantees due compliance with the requirements of the Ordinance set forth above, which requires completion of the above-described improvements and work or that the land be restored to the original predisturbed vegetated conditions as necessary for the health, safety and welfare of the community. In the event that the restoration of the land to the original predisturbed vegetative conditions is required, the land must be restored in compliance with City Code Chapter 16 and to a condition that does not pose a threat to the health, safety and welfare of the community and is in compliance with the Property Maintenance Code set forth in Chapter 16 of the City Code.

3.     **Time of Performance.** If the Principal shall well and truly perform the work hereinabove specified to be performed by May 15, 2023 [OR SPECIFY ANOTHER DEADLINE] from the effective date

hereof, then this obligation shall be void upon the delivery to the Principal of a statement signed by the Development Services Director or his designee of the completion to the satisfaction of the Development Services Director or his designee of all improvements and work required to be done by the Principal as described above; otherwise, this obligation shall remain in full force and effect.

4. **Extensions.** The Director of Development Services or his designee may grant in writing an extension of the deadline set forth in this paragraph, upon a written request from the Principal. If an extension is requested and not granted in writing by the Development Services Director or his designee, then the deadline set forth above in this paragraph shall remain in full force and effect. The Surety agrees that such extensions may be requested by Principal and granted by the City. Surety hereby waives notice of any extension granted pursuant to the terms of this Bond.

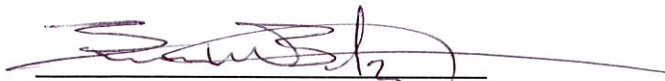
5. **City Completion and Cost Recovery.** The City may contract for the repair of any defects that are identified by the City and not timely repaired by Principal, with any such work being awarded in accordance with all applicable procurement and other laws of the City. Principal and Surety are jointly and severally liable for any amount owed under such contract. City employees and agents are authorized by this Bond to enter onto said property and perform such work as allowed by this Bond. This provision shall not be construed as creating an obligation on the part of the City or its representatives or contractors.

6. **Enforcement.** The City shall have the right to bring suit to enforce the provisions of this bond in the event of the failure of the Principal to complete the improvements and work described above.

7. **Compliance with Other Laws.** The issuance and receipt of this Bond does not remove the requirements for final acceptance as set forth in Section 3.475 of the UDO nor does it remove the permit holder's responsibilities of erosion and sediment control in Section 2150 and seeding or sodding in Section 2400 of the Design and Construction Manual ("DCM"). The acceptance of a Bond for revegetation does not remove the requirements for a maintenance bond in Section 3.475 of the UDO.

8. **Maximum Surety Liability.** The total amount of Surety's liability under this Bond, to the Obligor, shall not exceed the penalty hereof. The amount of this Bond is derived from the approved Engineering Plan Review and Inspection Fee, plus the contingency required herein.

[PRINCIPAL] Deerfield Construction Company, Inc.

  
By: [NAME]

[SURETY] Great American Insurance Company

  
By: [NAME] Joseph M. Worrall/Attorney in fact

12/20/22





## INSTRUCTIONS TO COMPLETE PERFORMANCE BOND FOR RESTORATION, LANDSCAPING AND REVEGETATION

- All blanks and items in [BRACKETS] should be completed to finalize a bond. There should be no empty blanks or items in brackets when the Bond is signed.
- The Company should submit an improvement bid, signed and stamped by a State of Missouri registered design professional with sufficient detail including unit prices for City staff to determine that the amount of the bond is suitable.
- The amount of the bond should be the engineering estimate plus 20% contingency.
- **Attachment A** should depict the location of the work to be completed and also describe the work in sufficient detail as determined by the Director or Development Services or his designee.
- The format and wording of the Bond shall be precisely as shown in the template. The City will not accept a document that has been changed in any way from the provided format and wording, unless approved by the Law Department.
- Please work with the Law Department for assistance with completing this Bond prior to execution.

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than THREE

No. 0 21811

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JENNIFER GERHARDT	ALL OF	ALL
JOSEPH M. Worrall	CINCINNATI, OHIO	\$100,000,000.00
PAUL HOFFMAN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7TH day of JUNE, 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 7TH day of JUNE, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

*20th*

*DEC. 2022*



*My L C. B.*

Assistant Secretary