

CONTRACT

THIS Contract (the "Contract") is made and entered into this 18<sup>th</sup> day of May, 2011, by and between Sedgwick County, Kansas, (hereinafter referred to as the "County") and Reece Construction Co., Inc., a Kansas company (hereinafter referred to as the "Contractor") for the construction of the following described work: Bridge and Grading known as Sedgwick County Project No. 783-S-1530; Bridge on 295<sup>th</sup> St. West between 23<sup>rd</sup> & 31<sup>st</sup> Streets South (B-435). Total Contract Amount \$488,487.50.

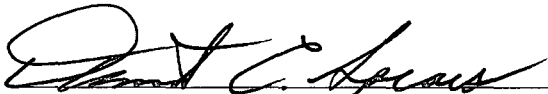
Witnesseth, that for and in consideration of the payments and agreements in the proposal to be made and performed by County, Contractor agrees with County to do all the work in accordance with the Contract Documents, herein described, in full compliance with all the terms and conditions thereof without exception.

If is also understood and agreed, that this contract is subject to and conditioned upon the approval, issuance, and sale of warrants, temporary notes, or bonds of County.

In witness whereof, the parties hereto have set their hands on the date herein named.

RECOMMENDED BY:

BOARD OF COUNTY COMMISSIONERS  
SEDGWICK COUNTY, KANSAS



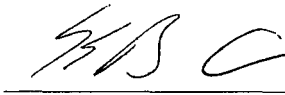
David C. Spears, P.E., Director,  
Public Works/County Engineer



David M. Unruh, Chairman  
First District

ATTEST:

COMPANY OR BUSINESS NAME



Kelly B. Arnold, County Clerk



Reece Construction Co., Inc.

By:



APPROVED AS TO FORM ONLY:

Title: President



Robert W. Parnacott, Assistant County Counselor

CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS  
OF REECE CONSTRUCTION CO., INC.  
A Kansas Corporation

The undersigned being the duly elected qualified and acting Secretary of  
Reece Construction Co., Inc., a Kansas Corporation  
(the "Corporation"), hereby certified as follows:

At a special meeting of the board of directors of the Corporation, which meeting was duly and properly called according to the by-laws of the corporation and at which a quorum of said board was present, the following resolution was passed and adopted:

"WHEREAS, the Corporation desires to contract with Sedgwick County, Kansas (the "County") for the construction of certain public improvements; and,

"WHEREAS, the Corporation desires to authorize certain officers of the Corporation to execute and deliver to the County all agreements and documents related thereto.

"NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
Reece Construction Co., Inc., A Kansas corporation, that  
Mary Lou Reece Patrick O'Connor Linda K. Hammer (name),  
President Vice-President Secretary (title), of the  
corporation, be and is hereby authorized to execute and deliver to the County all contracts and documents incidental thereto, including but not limited to statutory bonds, construction bonds, insurance agreements and policies, plans and specifications, and any further documents required thereby, relating or pertaining to the following described project:

Any Public Works projects in Sedgwick County including

Bridge Rehabilitations B393.

"BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION that the authority conferred hereby upon such officer is continuing unless notice in writing be given by the Corporation to the County."

DATED this 30th day of April, 20 11.

Secretary Linda K. Hammer

CONSTRUCTION BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE CONTRACTOR,  
Reece Construction Co., Inc. OF Scandia, KS, AS PRINCIPAL,  
Pacific Indemnity Company AS SURETY, A  
CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF  
Wisconsin WITH GENERAL OFFICE IN Warren, NJ AND  
AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF KANSAS ARE HELD  
FIRMLY BOUND UNTO SEDGWICK COUNTY, KANSAS, (hereinafter referred to as the  
"COUNTY"), for the use and benefit of claimants as herein below defined, in the amount of  
four hundred eighty-eight thousand four hundred eighty-seven dollars and fifty cents  
(\$488,487.50) and in the amount of any change orders issued for the Project, for which  
payment Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated May 18, 2011 entered into a  
contract with the County for Construction of Project Number 783-S-1530; Bridge on  
295<sup>th</sup> St. West between 23<sup>rd</sup> & 31<sup>st</sup> Streets South (B-435) in accordance with the Contract  
Documents on file with the County Clerk of Sedgwick County.

NOW, THEREFORE, if said Principal shall well and truly perform all the covenants,  
conditions, and obligations of said Contract Documents on the part of said Principal to be  
performed and shall hold the County and all interested property owners harmless against all  
claims, loss, damage demands, or causes of actions which they may sustain or suffer by  
reason of any breach of said Contract or of negligence of the Principal or of improper  
execution of the work or of use of inferior materials by said Principal; and if said Principal  
shall maintain the improvements constructed as provided for in said Contract Documents and  
shall make good all defects in material and workmanship for a period of one year, or for such  
other periods as provided for in the Contract Documents; then, this obligation shall be void:  
Otherwise to remain in full force and effect.

The said Surety for value received, hereby stipulates and agrees that no price change,  
extension of time, alteration, or addition to the terms of the Contract or to the work to be  
performed thereunder or to the specifications accompanying the same, shall in any way affect  
Surety's obligations on this bond; and Surety does hereby waive notice of any such change,  
extension of time, alteration or addition to the Contract terms, to the work or to the  
specifications.

In testimony whereof, said Principal has duly executed these presents and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

ATTEST:

Reece Construction Co., Inc.

Linda K. Hammer  
Secretary

By Mary Lou Reece Principal

Pacific Indemnity Company, 908/903-3485  
15 Mountain View Rd., Warren, NJ 07059

ATTEST:  
Witness:

Matthew A. Mel

By Linda L. Nutt Surety  
Linda L. Nutt, Attorney-in-Fact &  
KS Non-Resident Agent

APPROVED AS TO FORM AND LEGALITY THIS 18<sup>th</sup> DAY OF May, 2011.

ATTEST:

Kelly B. Arnold  
County Clerk



David M. Unruh  
David M. Unruh, Chairman  
First District

APPROVED AS TO FORM ONLY:

Robert W. Parnacott  
Robert W. Parnacott,  
Assistant County Counselor

Date: 6/16/2011

18th Judicial District Court

NO. 1226285

Time: 09:11 am

Receipt

Page 1 of 1

Received of: Reece Construction Co. Inc (subject)

\$ 31.50

Thirty-One and 50/100 Dollars

Case: 2011-SB-000200-Z5

Subject: In the Matter of Reece Construction Co. Inc

Amount

Statutory Bond

31.50

**Total:**

**31.50**

Check: 17574 Bank: Astra Bank

Payment Method: Check

Amount Tendered: 31.50

By: 

Clerk / Deputy Clerk



11 CR 200

FILED

## BOND TO THE STATE OF KANSAS

Statutory Payment Bond  
(K.S.A. 60-1111, as amended)

APP DOCKET NO. \_\_\_\_\_

2011 JUN 16 A 9:07

CLERK OF DIST COURT  
18TH JUDICIAL DISTRICT  
SEDGWICK COUNTY, KS

KNOWN ALL MEN BY THESE PRESENTED, that we Reece Construction Co., Inc. BY \_\_\_\_\_ as Principal, and Pacific Indemnity Company, 15 Mountain View Rd., Warren, NJ 07059 908/903-3485 as Surety, are jointly and severally bound unto the STATE OF KANSAS in the sum of four hundred eighty-eight thousand four hundred eighty-seven dollars and fifty cents (\$488,487.50), for the use and benefit of persons entitled thereto for which payment well and truly be made, we hereby bind ourselves, our successors, heirs and executors and administrators, jointly and severally, firmly be these presents.

## THE CONDITION OF THIS OBLIGATION IS SUCH, THAT

Whereas, the said Reece Construction Co., Inc. has entered into a written contract with SEDGWICK COUNTY, KANSAS, for certain work in connection with Project Number 783-S-1530; Bridge on 295<sup>th</sup> St. West between 23<sup>rd</sup> & 31<sup>st</sup> Streets South (B-435) under date of May 18, 2011.

NOW THEREFORE, if the said Principal or the subcontractor or subcontractors of said Principal shall pay all indebtedness incurred for labor furnished materials, equipment, or supplies used or consumed in connection with or in or about the construction of or in making such public improvement, this obligation shall be void, otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this 18 day of May, 20 11.

Reece Construction Co., Inc.

Principal

By Mary L. ReecePacific Indemnity Company

ATTEST:

[Signature]

Surety

By Linda L. NuttLinda L. Nutt, Attorney-in-Fact &  
KS Non-Resident Agent

SPB-1

COPY



**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

Linda L. Nutt

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, the following Surety Bond:

Surety Bond Number :8980-3300

Obligor :Sedgwick County KS

And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

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 20<sup>th</sup> day of November, 2008.

*Kenneth C. Wendel*

Kenneth C. Wendel, Assistant Secretary

*Richard A. Ciullo*

Richard A. Ciullo, Vice President

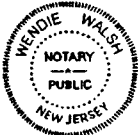
STATE OF NEW JERSEY

ss.

County of Somerset

On this 20<sup>th</sup> day of November, 2008, 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 Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial  
Seal



**WENDIE WALSH**  
Notary Public, State of New Jersey  
No. 0054504  
Commission Expires April 18, 2013

*Wendie Walsh*

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 17th day of May, 2011



*Kenneth C. Wendel*

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

From: Garrett Beichley FaxID: (816) 472-5018 Date: 5/27/2011 08:41 AM Page: 2 of 2

CP ID: GB



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |   |
|---|---|---|
| PRODUCER<br>Thomas McGee, L.C.<br>P.O. Box 419013<br>Kansas City, MO 64141-6013<br>Doug Joyce | 816-842-4800<br>816-472-5018  | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>EMAIL:<br>ADDRESS:<br>PRODUCER:<br>CUSTOMER ID #: REECE-1 |
| INSURED<br>Reece Construction Co, Inc.<br>P.O. Box 168<br>Scandia, KS 66966                   | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Zurich American Ins Co*<br>INSURER B: American Guarantee & Liab Ins*<br>INSURER C: Navigators Insurance Co*<br>INSURER D: American Zurich Insurance Co*<br>INSURER E:<br>INSURER F: | NAIC #  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | TYPE OF INSURANCE   | ADDL SURR | POLICY NUMBER   | POLICY EFF   | POLICY EXP   | LIMITS  |
|------|---|-----------|-----------------|--------------|--------------|---|
| LTB  |   | INSR      |                 | (MM/DD/YYYY) | (MM/DD/YYYY) |   |
| A    | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC | X         | GLO855B35801    | 12/01/10     | 12/01/11     | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B    | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS  | X         | BAP655835901    | 12/01/10     | 12/01/11     | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$  |
| C    | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$  | X         | SE10EXC716096IV | 12/01/10     | 12/01/11     | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$<br>\$  |
| D    | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A       | WC655836102     | 12/31/10     | 12/31/11     | <input checked="" type="checkbox"/> WORKERS COMPENSATION<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Sedgwick County Project Number 783-S-1530; Bridge on 295th St, West between 23rd & 31st Streets South (B-435). Sedgwick County, Kansas is named as a additional insured on all policies except workers compensation.

Attn: Julie Williams  
Sedgwick Co.

## CERTIFICATE HOLDER

## CANCELLATION

|  |   |
|--|---|
| SEDGWI<br><br>Sedgwick County Public Works<br>Attn: David Spears, Dir.<br>1144 S. Seneca<br>Wichita, KS 67213-4443 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

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