

CONTRACTOR'S MAINTENANCE BOND

Bond 100137452

KNOW ALL PERSONS BY THESE PRESENTS:

That The Underground Company, Ltd. of Carlisle, as principal (the "Principal"), and Merchants Bonding Company (Mutual) of West Des Moines as surety (the "Surety"), are held and firmly bound unto the City of Ankeny, Iowa, as obligee (the "Obligee"), in the penal sum of One Million One Hundred Twenty Five Thousand Four Hundred Twenty Four and 00/100 Dollars (\$1,125,424.00), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated 10/10/23 entered into a contract (the "Contract") with City of Ankeny to furnish the material and labor necessary for the construction of The Crossings at Deer Creek Plat 15 Sanitary Sewer, Water Main and Storm Sewer (see attached schedule).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery") of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 21st day of June, 2024.

Approved as to form:
City of Ankeny, Iowa

by Donald Clark
City Engineer

The Underground Company, Ltd
principal
by Chris B...
email: chrisb@underltd.com

(Required for return of signed document)

Merchants Bonding Company (Mutual)
surety (SEAL)

by Jessica J. Perkins
Jessica J. Perkins, Attorney-in-Fact

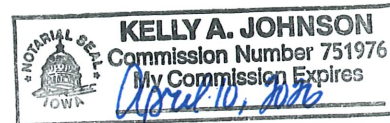
CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Warren

On this 26 day of June, 2021, before me personally appeared Chris Burkhardt to me known, who being duly sworn, did say that he/she is the Vice President of The Underground Company, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.

Kelly A. Johnson
Notary Public



ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Polk

On this 21st day of June, 2024, before me personally appeared Jessica J. Perkins to me known, who being duly sworn, did say that he/she is the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Lauren Bruns
Notary Public Lauren Bruns



PROJECT: The Crossings at Deer Creek Plat 15
 LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Sanitary Sewer</u>			
S1	Connect to Existing Stub	1.00	EA
S2	8" PVC Sanitary Sewer with Televising	2,228.00	LF
S3	SW-301 Manhole	8.00	EA
S4	4" Service	44.00	EA
S5	4" Service On Existing Main	2.00	EA
<u>Water Main</u>			
W1	Connect to Existing Stub	2.00	EA
W2	8" PVC C900 Water Main	1,260.00	LF
W3	10" PVC C900 Water Main	1,560.00	LF
W4	8" Bend	8.00	EA
W5	10" Bend	8.00	EA
W6	10"x8" Tee	3.00	EA
W7	10"x8" Cross	1.00	EA
W8	8" Valve	4.00	EA
W9	10" Valve	4.00	EA
W10	Relocate Fire Hydrant (Permanent)	2.00	EA
W11	Fire Hydrant	8.00	EA
W12	1" Service	46.00	EA
<u>Storm Sewer</u>			
SS1	8" PVC Storm Sewer with Televising	257.00	LF
SS2	15" RCP Storm Sewer with Televising	2,137.00	LF
SS3	18" RCP Storm Sewer with Televising	290.00	LF
SS4	24" RCP Storm Sewer with Televising	1,032.00	LF
SS5	30" RCP Storm Sewer with Televising	25.00	LF
SS6	15" RCP Flared End Section with Guard	1.00	EA
SS7	18" RCP Flared End Section with Guard	3.00	EA
SS8	30" RCP Flared End Section with Guard	1.00	EA
SS9	SW-501 Intake	4.00	EA
SS10	SW-503 Intake	7.00	EA
SS11	SW-505 Intake	4.00	EA
SS12	SW-506 Intake	2.00	EA
SS13	SW-506 Intake Modified	1.00	EA
SS14	SW-512 Intake	2.00	EA
SS15	SW-513 Intake	1.00	EA
SS16	SW-401 Manhole (48")	4.00	EA
SS17	SW-401 Manhole (60")	2.00	EA
SS18	Anti-Seep Collar	5.00	EA
SS19	Rip Rap at Flared End Sections Only	100.00	TON
SS20	1.5" Service	46.00	EA

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dean M Clark; Jessica J Perkins; Lauren Brunns

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

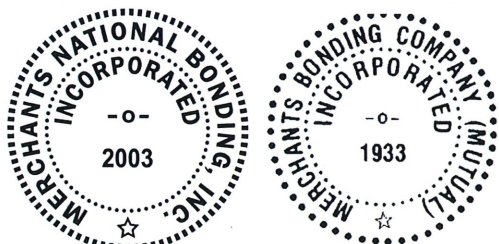
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

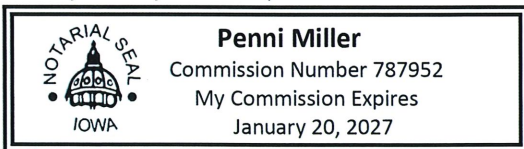


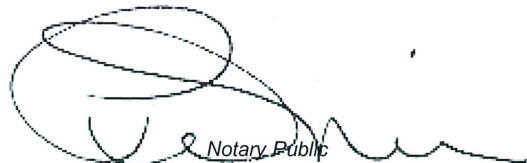
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

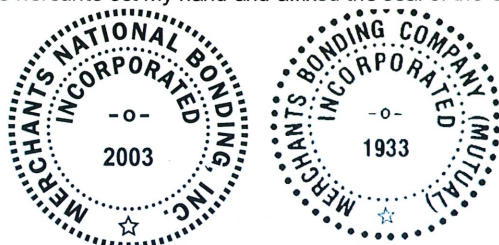



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of June, 2024.




Secretary