

RESOLUTION NO. 2013-17

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN AGREEMENT BY AND BETWEEN THE CITY OF BASEHOR, KANSAS AND DONELSON CONSTRUCTION COMPANY, LLC REGARDING PAVING WITH MODIFIED AGGREGATE QUICKSET SURFACE (MAQS) – MICRO SURFACE IN BASEHOR, KANSAS.

WHEREAS, the City of Basehor, Kansas wishes to enter into that certain Agreement with Donelson Construction Company, LLC, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR KANSAS:

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Agreement with Donelson Construction Company, LLC, attached as Exhibit A.

Section 2. That this resolution shall become effective upon passage.

PASSED by the Governing Body this 19th day of August, 2013.

APPROVED by the Mayor this 19th day of August, 2013.

[SEAL]



ATTEST:


Corey Swisher, City Clerk


David K. Breuer, Mayor

APPROVED AS TO FORM:

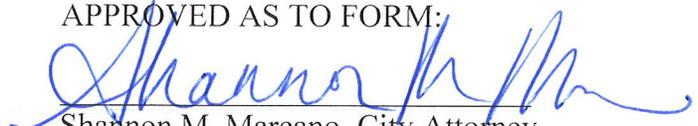

Shannon M. Marciano, City Attorney

Exhibit A
First Amendment to Engineering/Architectural Services Agreement

To be attached.



P.O. Box 4207
Springfield, Missouri 65808-4207
417-887-3550
800-422-5275
FAX: 417-887-3252
www.bjp.com

August 15, 2013

City of Basehor, Kansas
2620 N. 155th Street
Basehor, KS. 66007

Ref: Donelson Construction Company, L.L.C.
2013 Modified Aggregate Quickset Surface

Dear Sir or Madam,

Please let this notice serve as our consent to date the Contract Bond & Power of Attorney the same date or later than the contract is dated.

If you have any questions, please feel free to call.

Thank you.


Callae J. Doty
Attorney-In-Fact
United Fire & Casualty Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2013

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 Barker Phillips Jackson 1637 S Enterprise Ave PO Box 4207 Springfield MO 65804-4207	CONTACT NAME: Cecilia Early	
	PHONE (A/C No. Ext): (417) 887-3550 FAX (A/C No): (417) 887-3252 E-MAIL ADDRESS: cearly@bpj.com	
INSURED Clever Stone Company Inc Donelson Construction Company LLC 1075 Wise Hill Rd Clever MO 65631	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Company	13021
	INSURER B: Midwest Builders Casualty	13126
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL12122907389 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 CERTIFICATE 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 LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		60342186	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60342186	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	Umbrella/Excess Liability: <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N	13BWC0855	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Ref: 2013 Modified Aggregate Quickset Surface (MAQS) Surface. The Certificate Holder is an additional insured for General Liability when required by written contract.

CERTIFICATE HOLDER

City of Basehor, Kansas
2620 N. 155th Street
Basehor, KS 66007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cecilia Early/CLE

subcontractors of the defaulting Contractor to complete the work without the written consent of the City; or

2. Commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with its terms and conditions, and upon determination by the City and the surety jointly of the lowest and best responsive, responsible bidder, arrange for an agreement between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract Price, including other costs and damages for which the surety may be liable hereunder, which sum shall not exceed the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at Springfield, Missouri,
 _____ on this, the _____ day of _____, 20____.

Donelson Construction Company, LLC.
 Contractor/Principal

By Michael J. Donlon (SEAL)

ATTEST:

 Secretary

Member
 Title

United Fire & Casualty Company
 P.O. Box 73909
 Cedar Rapids, IA. 52407
 (319) 399-5700

United Fire & Casualty Company
 Surety Company

By [Signature] (SEAL)
 Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

CITY OF BASEHOR, KANSAS

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Donelson Construction Company, LLC. of 1075 Wise Hill Road, Clever, MO. 65631 as principal, hereinafter referred to as the "Contractor," and United Fire & Casualty Company, hereinafter referred to as the "Surety", a corporation organized under the laws of the State of Iowa and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the City of Basehor, Kansas, hereinafter referred to as "City," in the penal sum of Two Hundred Seventeen Thousand Nine Hundred Seventy-Five & 68/100 *** Dollars (\$ 217,975.68 ***), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 20____, executed a written Agreement with the aforesaid City for furnishing in a good, substantial and workmanlike manner all construction, labor, materials, equipment, tools, transportation, superintendence and other facilities and accessories for 2013 Modified Aggregate Quickset Surface, hereinafter referred to as the "Improvement", designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents therefor, a copy of the Agreement being attached hereto and made a part hereof.

NOW, THEREFORE, upon acceptance of the Improvement by the City in substantial compliance with the Contract Documents, if said Improvement endures without defect or need of repair or maintenance for a period of two (2) years from the date of final payment, then this obligation shall be and become null and void.

If the Improvement requires repairs or maintenance within such two (2) year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of the defect and/or the necessary repair or maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Work to be performed thereunder or the Specifications, Plans and other Contract Documents accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at Springfield, Missouri on this, the _____ day of _____, 20__.

Donelson Construction Company, LLC.

Contractor/Principal

ATTEST:
(SEAL)

By Michael J. Donelson
Print Name: Michael J. Donelson

member

Title

Secretary

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA. 52407
(319) 399-5700

United Fire & Casualty Company

Surety Company

(SEAL)

By [Signature]
Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE
2013 Modified Aggregate Quickset Surface (MAQS)

CITY OF BASEHOR, KANSAS
STATUTORY BOND

Bond No. 54196184

KNOW ALL MEN BY THESE PRESENTS, that we Donelson Construction Company, LLC.-1075 Wise Hill Road, Clever, MO. 65631 as Contractor and principal, and United Fire & Casuality Company a corporation organized under the laws of the State of Iowa and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the State of Kansas, in the penal sum of Two Hundred Seventeen Thousand Nine Hundred Seventy-Five & 68/100 *** Dollars (\$ 217,965.68 ***) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the ___ day of _____, 20___, entered into an Agreement with the City of Basehor, Kansas, a copy of which is attached hereto and incorporated herein for furnishing all tools, equipment, materials, transportation and supplies, performing all labor, and constructing public improvements described in the Agreement and the Contract Documents, all in accordance with Specifications, Plans and other Contract Documents on file in the office of the City Clerk of the City of Basehor, Kansas.

NOW, THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, transportation or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned Contract Documents, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement and the Contract Documents to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and Specifications.

SB- 1
DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE
2013 Modified Aggregate Quickset Surface (MAQS)

PROVIDED, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

The said Surety further agrees that any person to whom there is due any sum for labor furnished, transportation, materials, equipment or supplies used or consumed in connection with or in or about the construction of said public improvement, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness within six (6) months from the completion of said public improvement.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at Springfield, Missouri
on this, the _____ day of _____, 20_____.

Donelson Construction Company, LLC.

Contractor/Principal

ATTEST:

Secretary

By *Michael J. Donelson* (SEAL)
Member

Title

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA. 52407
(319) 399-5700

United Fire & Casualty Company
Surety Company

By *Gregory A. Sizemore* (SEAL)
Attorney-in-Fact

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars (\$100,000.00) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Leavenworth County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
6. Accompany this bond with Attorney in-Fact's Authority from the surety company certified to include the date of the bond.

SB-2
DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, OR BRANDI J BRADLEY, OR TOM MONTILEONE ALL INDIVIDUALLY of SPRINGFIELD MO

its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$25,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 12th day of May, 2014 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being 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. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 12th day of May, 2012

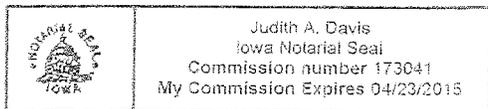


UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 12th day of May, 2012, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Judith A. Davis
Notary Public
My commission expires: 04-23-2015

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this _____ day of _____.



Dan A. Hayes
Secretary

Shannon M. Marciano
City Attorney

Donelson Construction Company, LLC
Contractor

(SEAL)

By 
Title President

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)