

CONSTRUCTION MAINTENANCE BOND

BOND NO BND102494F

KNOW ALL MEN BY THESE PRESENTS, that we, Rinehart Excavating, Inc.,
As Principal (hereinafter referred to as Principal), and Westfield Insurance Company as
Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of
Indiana, jointly and severly, in the sum of Five Thousand Dollars
Dollars (\$ 5,000.00), in the aggregate, for the payment of which we firmly bind ourselves, our heirs,
executors, administrators and assigns.

WHEREAS, the Principal wishes to install the following on the right-of-way of
a11 highway, located in Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the
work to be done in such installation above referred to and shall fully indemnify and save harmless the Board of
Commissioners of the County of Tippecanoe in the State of Indiana from all costs and damage which the Board
may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of
Commissioners for all outlays and expenses which the Board of Commissioners may incur in making good any
such default and shall pay all persons who have contracts directly with the Principal for labor and materials, and
the Principal warrants that such installation shall be done according to standards of good workmanship, and that
the materials used in the construction and installation shall be of good quality and construction and that such
project shall be constructed in accordance with the standards, specifications and requirements of the Tippecanoe
County Highway Department permit and the Sub-Division Control Ordinance applicable to said plat, and if
Principal, at its own expense for a period of Three (3) years after said improvements and installations are accepted
for public maintenance by the Board of Commissioners of the County of Tippecanoe in the State of Indiana, shall
make all repairs thereto which may become necessary by reason of improper workmanship or materials, with such
maintenance, however, not to include any damage to said improvements and installations resulting from forces or
circumstances beyond the control of said Principal or occasioned by inadequacy of standards, specifications and
requirements of said Tippecanoe County Highway Permit and Sub-Division Control Ordinance; then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

Note: Principal shall pay all cost of inspection, including the wages and expense of an
Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this 3 day of August, 2020.

Rinehart Excavating, Inc.
(Certain Name of Principal Above)

By:

Michael D. Kuba President
(Sign here and indicate capacity or position with Principal)

PRINCIPAL: Rinehart Excavating Inc.

Westfield Insurance Company
(Insert Name of Surety)

By: Attorney-in-fact

Surety: Sheila Myer



The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 20_____.

President

Vice-President

Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

ATTEST:

Auditor of Tippecanoe County

POWER NO: 13-0064
Power of Attorney

Westfield Insurance Company

1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

CERTIFIED COPY

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint of **Flora** and State of **IN** **Sheila Myer** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 102494F**
Principal Name: **Rinehart Excavating, Inc.**
Obligee Name: **Tippecanoe County Board of Commissioners**
Bond Penalty: \$ **5,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **17th** day of **December 2019**.

By: **Gary W. Stumper**, *National Surety Leader and Senior Executive*

Affixed
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **3rd** day of **August**, A.D. **2020**.

By: **Frank Carrino**, *Secretary*

State of Ohio
County of Medina ss:

On this **17th** day of **December**, A.D., **2019**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By:
David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.: