



Office of the City Engineer

20 North 6<sup>th</sup> Street, Lafayette, Indiana 47901-1412  
Phone 765-807-1050 • FAX 765-807-1049

May 19, 2020

**TO:** Board of Public Works and Safety  
**FROM:** David M. Griffee, PE, Public Works Assistant Director  
**SUBJECT:** Stone's Crossing, Section 4, Phase 4

Board Members,

Construction of the public improvements has been completed for Stone's Crossing, Section 4, Phase 4. This project is located west of CR S 250 E (Concord Road) and north of CR E 430 and consists of 60 residential lots; this is the final phase of the Stone's Crossing Subdivision. This development is in Wea Township beyond the incorporated City of Lafayette boundary.

All required testing and inspections have been successfully completed. As-built drawings prepared by Keeler-Webb Associates have been reviewed and approved. The required 3 year Maintenance Bond has also been submitted.

Contractor  
Midwest Paving

3-year Maintenance Bond provided by Fairfield Contractors, Inc.  
\$33,921.50

Infrastructure to be Accepted for Public Maintenance  
Water Mains  
Sanitary Sewer Mains

Note: please refer to attached summary of infrastructure to be accepted.

This project has been constructed to meet City of Lafayette standards and criteria. It is my recommendation that the Board accept these facilities for public maintenance.

Respectfully submitted,

David M. Griffee, PE  
Public Works Assistant Director



**Midwest Paving LLC**

16105 River Road  
Noblesville, IN 46062  
Phone: (317) 776-8925  
Fax: (317) 776-8921

April 27, 2020

Dave Griffiee  
Public Works Assistant Director  
City of Lafayette  
20 North 6<sup>th</sup> Street  
Lafayette, IN 47901  
**DELIVERED VIA EMAIL**

Re: Stone's Crossing Section 4 Phase 3

Dear Dave

Following is the construction cost for the above-referenced project. We would like your approval of the construction cost so that we can provide a maintenance bond for the project. The total cost for sanitary sewer and watermain is \$339,379, broken down, as follows:

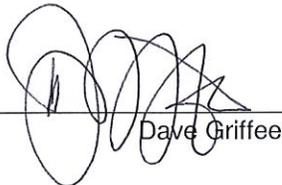
Sanitary sewer: \$199,215  
Watermain: \$140,164

Please reply and let us know if these costs meet with your approval. If not already requested by others, we are hereby requesting acceptance of the project. If you have any questions or would like additional information, feel free to call me at 317-774-6035. Thank you, in advance, for addressing this in the next few days.

Respectfully yours,

Timothy A. Beyer, PE, PS

Approved: \_\_\_\_\_



Dave Griffiee

04/28/20  
Date

Distribution: Lafayette Board of Public Works and Safety  
Utility Billing – Amy Douglas  
Sewers – Pete Corbin  
Waterworks – Ron Hurst  
Street Dept. – Dan Crowell  
Traffic – Nick Standerfer  
File

## City of Lafayette – Engineering Department

### Summary of Public Facilities Presented to the Lafayette Board of Public Works and Safety for Acceptance

**On:** May 19, 2020

**Project:** Stone's Crossing, Section 4, Phase 4  
60 residential lots located in Wea Township

#### Water Mains and Fittings

Public: 2,538' of 8" CL 350 Ductile Iron Pipe  
2 - 8" Gate Valves

Private: None

Hydrants w/6" valve:	Flush:	0
	Private:	0
	City:	5
	Temporary:	0
<hr/>		
	Total	5

#### Sanitary Sewers and Structures

1,891' OF 8" PVC SDR 35  
10 - 4'  $\varnothing$  Sanitary Manholes

#### Storm Sewers and Structures

Tippecanoe County Jurisdiction

#### Streets

Tippecanoe County Jurisdiction

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Midwest Paving, LLC as Principal and Fidelity and Deposit Company of Maryland, a Corporation Surety, are held and firmly bound unto the City of Lafayette, Indiana, in the penal sum of Thirty Three Thousand Nine Hundred Twenty One Dollars and 50/100 (\$33,921.50) in lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this 12th day of May, 2020.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Lafayette, Indiana dated \_\_\_\_\_, 20\_\_\_\_

Project Name: Stones Crossing Phase 4 Sec 4 - Sanitary Sewer & Water Mains

all in compliance with the drawings and specifications therefore, made a part of said Contract and on file in the office of

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Lafayette, Indiana, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of three (3) years for all projects, from and after acceptance of said project by the City of Lafayette, Indiana; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold the City of Lafayette, Indiana harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its attorney-in-fact, duly authorized so to do, the day and year first above written.

In witness whereof we have hereunto set our hand and seals this 12th day of May, 2020.

PRINCIPAL:

Midwest Paving, LLC

(Name of Principal Above)

BY: Matt Kelley  
(Sign here)

Matt Kelley - President

(Name and capacity of position with Principal Above)

SURETY:

Fidelity and Deposit Company of Maryland

(Name of Surety Above)

BY: [Signature]  
(Sign here)

David M. Olinger, Attorney-in-Fact

(Name and capacity of position with Surety Above)



The above, sanitary sewer & water mains, Maintenance Bond approved and accepted on behalf of the Board of Public Works & Safety of the City of Lafayette in the State of Indiana on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
Board of Public Works & Safety of the City of Lafayette

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Eric M. WAHLSTROM, Brian T. MORTON, Tia A. BOICE, David M. OLIGER, Lisa M. PARSLEY, Tina SENEFELD and Kathryn R. POSTMA, all of Indianapolis, Indiana, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of November, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 8th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of May, 2020



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577