



2055 W. 150 S.
Flora, IN 46929
Phone: (574) 967-4543
Fax: (574) 967-3934

Excavating-Hauling

September 13, 2021

Jeromy Grenard, City Engineer
City Hall
20 North 6th Street
Lafayette, IN 47901

Re: Raineybrook Bay Subdivision, Part Two, Phase Two 'C'

Dear Jeromy,

On behalf of the owners, we request that the sanitary sewers and water main be accepted into the city system for maintenance.

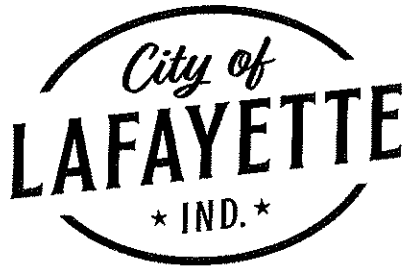
| | |
|----------------|--------------|
| Water | \$112,870.00 |
| Sanitary Sewer | \$130,620.00 |

Upon acceptance, a three-year maintenance bond for \$24,349.00, which is 10% of the contract amount for the aforementioned items, will be provided.

Sincerely,

Greg Kuns, Project Manager
F&K Construction, Inc.

cc
Tim Balenseifer, TBird Engineering



Office of the City Engineer

20 North 6th Street, Lafayette, Indiana 47901-1412
Phone 765-807-1050

September 28, 2021

TO: Board of Public Works and Safety
FROM: David M. Griffee, PE, Public Works Assistant Director
SUBJECT: Raineybrook Bay, Part 2, Phase 2, Section 3

Board Members,

Construction of the public improvements has been completed for Raineybrook Bay Subdivision, Part 2, Phase 2, Section 3. This section is located internally to the overall Raineybrook Bay development which is generally located west of US 231 S between CR W 400 S and CR W 500 S. This section consists of 23 residential lots. This development is in Union Township outside the incorporated City of Lafayette boundary.

All required testing and inspections have been successfully completed. As-built drawings prepared by TBIRD Design Services Corporation have been reviewed and approved. The required 3-year Maintenance Bonds have also been submitted.

Contractor

F & K Construction

3-year Maintenance Bonds provided by F & K Construction

| | |
|---------|-------------|
| Water = | \$11,287.00 |
| Sewer = | \$13,062.00 |
| Total = | \$24,349.00 |

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,

A handwritten signature in black ink, appearing to read "D. Griffee", is written over a circular stamp or seal.

David M. Griffee, PE
Public Works Assistant Director

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: September 28, 2021 **Project:** Raineybrook Bay SD, Part 2, Phase 2, Section 3
23 residential lots located in Union Township

Water Mains and Fittings

Public: 995' of 8" CL 350 Ductile Iron Pipe
3 - 8" Gate Valves

Private: None

| | | |
|----------------------|------------|---|
| Hydrants w/6" valve: | Flush: | 0 |
| | Private: | 0 |
| | City: | 4 |
| | Temporary: | 0 |
| <hr/> | | |
| | Total | 4 |

Sanitary Sewers and Structures

998' OF 8" PVC SDR 35
7 - 4' \emptyset Sanitary Manholes

Storm Sewers and Structures

Tippecanoe County Jurisdiction

Streets

Tippecanoe County Jurisdiction

MAINTENANCE BOND

BOND NO. B3264516

KNOW ALL MEN BY THESE PRESENTS:

THAT we, F & K Construction, Inc., as Principal,
and The Cincinnati Insurance Company, a corporation organized and doing
business and under and by virtue of the laws of the State of Ohio and duly
licensed to conduct surety business in the State of Indiana,
as Surety, are held and firmly bound unto
City of Lafayette

20 North 6th Street
Lafayette, IN 47901

as Obligee, in the sum of Eleven Thousand Two Hundred Eighty-seven And No/100
(\$11,287.00) Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:
Raineybrook Bay Subdivision, Part 2, Phase 2, Section 3 - Water Distribution System

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements
as described therein for a period of 3 year(s) following final acceptance of said improvements.

NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may
sustain by reason of any defective materials or workmanship which become apparent during the period
of 3 year(s) from and after acceptance of the said improvements by Obligee, then this shall
obligation by void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
15th day of September, 2021
YEAR

F & K Construction, Inc.

Principal

BY: [Signature]

The Cincinnati Insurance Company

BY: [Signature]

Kimberly E. Kinkead Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael H. Bill; Edward L. Mournighan; Michael M. Bill; Cynthia L. Jenkins; Cindy H. Stellhorn; Ginger J. Krahn; Sheree Hsieh; Brenda Johnston; Kimberly E. Kinkead; Michael J. Marsella; Elexis Richards and/or A. Robert Baumgartner

of Carmel, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Seventy Five Million and No/100 Dollars (\$75,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



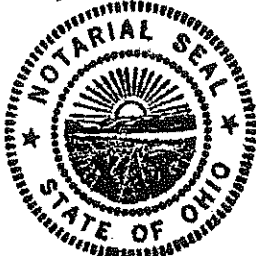
STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 15th day of September, 2021



Signature of Secretary

Secretary

MAINTENANCE BOND

BOND NO. B3264517

KNOW ALL MEN BY THESE PRESENTS:

THAT we, F & K Construction, Inc., as Principal,
and The Cincinnati Insurance Company, a corporation organized and doing
business and under and by virtue of the laws of the State of Ohio and duly
licensed to conduct surety business in the State of Indiana,
as Surety, are held and firmly bound unto

City of Lafayette

20 North 6th Street
Lafayette, IN 47901

as Oblige, in the sum of Thirteen Thousand Sixty-two And No/100
(\$13,062.00) Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige to:
Raineybrook Bay Subdivision, Part 2, Phase 2, Section 3 - Sanitary Sewer System

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements
as described therein for a period of 3 year(s) following final acceptance of said improvements.

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and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
15th day of September, 2021
YEAR

F & K Construction, Inc.

Principal

BY: [Signature]

The Cincinnati Insurance Company

BY: Kimberly E. Kinkead

Kimberly E. Kinkead Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

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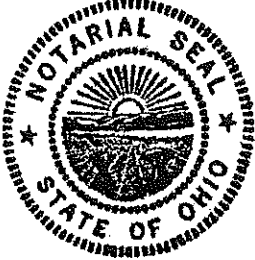
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Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 15th day of September, 2021



Signature of Secretary

Secretary

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2021.

Gary Henriott, President

Cindy Murray, member

Norm Childress, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____