Bond No. 101248192

PRIVATE CONTRACT PERFORMANCE AND MAINTENANCE BOND

Project Title Sanitary Sewer, Storm Sewer, and Water Distribution System Improvements to serve Killarney Plaza 2nd Duplexes

Project Number 2024-006704 PPS ($55,000.00); 2024-000870 PPD ($60,000.00); 2024-006705 PPW ($40,500.00)

KNOW ALL MEN BY THESE PRESENTS: That we McCullough Excavation, Inc. of 9210 E. 34th Street North, Wichita, KS, as Principal and Merchants Bonding Company (Mutual), as Surety, are well and firmly bound unto the City of Wichita, Kansas, in the penal sum of One Hundred Fifty Five Thousand Five Hundred Dollars and 00/100 Dollars ($155,500.00), lawful money of the United States of America for the payment of which we and each of us jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents. The conditions of this obligation are such, that,

WHEREAS, the said McCullough Excavation, Inc., as Principal herein, did on the _____ day of _____, _____, enter into a Contract with Elite USA Construction, LLC., to furnish all labor, and material for, and to construct, public works improvements in public right-of-way as provided by plans on file with the City Engineer of Wichita, Kansas and in accordance with applicable City of Wichita Standard Specifications; which said Contract, Plans, and Specifications are hereby referred to and made a part of this obligation.

NOW, THEREFORE, if the said McCullough Excavation, Inc., Principal herein, shall well and truly perform said Contract in the time and manner designated therein and faithfully comply with the warranties and guaranties therein and shall hold said City harmless from all damages and costs said City may be liable for by reason of negligence of said Principal in the construction of said work and shall do all things required to be done and performed under said Contract, including the maintenance of subject property for a period of two (2) years from the date of acceptance by said City, then this obligation shall be null and void; otherwise to be in full force and effect.

IN TESTIMONY WHEREOF, THE SAID principal and the said Surety have hereunto set their hands and seals this 8th day of November, 2024.

McCullough Excavation, Inc.

By _____
Ryan McCullough Vice President Principal

Name of Surety Company Merchants Bonding Company (Mutual)
Surety

By _____
Clara R Navarro Abela Attorney in Fact

NOTE: Attach Power of Attorney

BL/(12-10)

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, **Clara R Navarro Abela**

Surety Bond #: 101248192
Principal: McCullough Excavation, Inc.
Obligee: City of Wichita

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 aut hority 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 8th day of November , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 8th day of November, 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.

NOTARIAL SEAL IOWA

PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

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 8th day of November , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary