

RESOLUTION NO. 30-2022

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND WESTPORT CONSTRUCTION COMPANY FOR THE ARTESIAN PARK POOL HOUSE RENOVATION PROJECT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Westport Construction for renovation of the Artesian Park Pool House; and

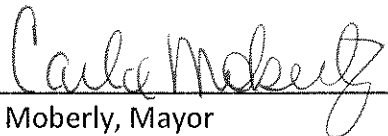
WHEREAS, Westport Construction was selected for the project through a bid process;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with Westport Construction Company (Exhibit A), in an amount not to exceed Seven Hundred Seventy-Nine Thousand Eight Hundred Eighty-Five Dollars and Zero Cents (\$779,885.00), is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 15th day of November, 2022.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



**CONTRACTOR MASTER SERVICES AGREEMENT
FOR
ARTESIAN PARK POOL HOUSE – REMODEL**

THIS AGREEMENT dated this 16th day of November, 2022 by and between the City of Clinton, (herein "City") and Westport Construction Company (herein "Contractor").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with services to remodel an existing building, through selective demolition and interior and exterior improvements as specified in the Proposal and Scope of Work submitted to the City and the Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all such products and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:

1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the

options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

1.2 Time for Completion - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed within thirty (30) days after City issues the Notice to Proceed.

1.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Contractor to provide work on an hourly fee plus expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.4 Signatures - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

1.5 Contract Documents The Contract shall consist of the following documents, in this order of priority:

- A. REQUEST FOR BID
- B. BID RESPONSE
- C. AGREEMENT
- D. NOTICE OF AWARD
- E. NOTICE TO PROCEED
- F. ALL ADDENDA AND CHANGE ORDERS

2. Compensation - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City or according to a negotiated payment schedule. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

3. City Responsibilities - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. Coordination of Work and Work Product - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. Protection of Work, Property and Persons - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2. In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3. All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **Insurance Requirements** - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 Personal Injury - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

6.4 Third Person Bodily Injury - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$459,893.00 per person and \$3,065,952.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.5 Automobile Coverage - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contractor.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 Public Liability and Property Damage - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$459,893.00 per person and \$3,065,952.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 Excavation or Underground Construction - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement

provides for alternations in, additions to, or the underpinning of an existing structure or structures.

6.8 Subcontractor - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. Indemnification - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

8. Delegation and Subcontracting - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. **City Authorization** - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.

12. **Period of Services and Termination** - Work shall commence within fourteen (14) days of the issuance of the Notice to Proceed. Substantial completion of all work shall be no later than April 7, 2023. Final completion shall be no later than April 28, 2023. The City

may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Prevailing Wage** – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 29 attached hereto as Exhibit B, to the extent the bid amount exceeds \$75,000.

14. **Liquidated Damages** - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City two hundred fifty dollars (\$250.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

15. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. **Certification of Lawful Presence / Work Authorization** - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Sub-Contractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are

applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. **Nature of Relationship** - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

18. **Conflict of Interest** - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

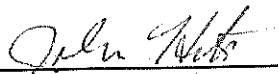
19. **Performance, Payment and Maintenance Bonds** - Performance, payment and maintenance bonds shall be required upon execution on the contract. See forms in attached contract

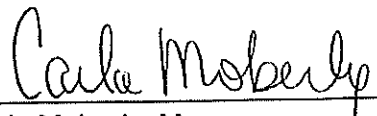
20. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

WESTPORT CONSTRUCTION
COMPANY

CITY OF CLINTON


BY: _____
TITLE: Vice President


Carla Moberly, Mayor

DATE: 11/16/22

DATE: 11-16-22

NOTICE TO PROCEED

TO: Westport Construction Co.
1006 Clark Street
Clinton, MO 64735

You are hereby notified to proceed with the work covered by the construction contract dated the 16th day of November, 2022.

Project: Remodel Plans for Artesian Park Pool House
Clinton, Missouri
PBA Project No. 2217

As specified in the bidder's proposal which was submitted and which now forms a part of the construction contract, you are required to commence the construction work immediately upon the execution of the contract and complete the construction work within 180_ calendar days after the execution of the contract, unless the period for completion is extended in accordance with the methods provided therefore in the construction contract.

The work shall be substantially complete by April 28, 2023. Any extensions beyond this date shall be established only as provided for in the Owner/General Contractor Agreement.

Date November 16, 2023

City of Clinton

By:

Christina A. Maggi
Christina A. Maggi
City Administrator

Attest:

Wendee Seaton
Wendee Seaton
City Clerk



Accepted: Westport Construction Co.

By: John Hunter
John Hunter, Vice-President

Date: 11/16/22

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- X 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- ___ 2. I do not have the above documents, but provide an affidavit (copy attached), which may allow for temporary 90 day qualification.
- ___ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

John White 11/10/22
Applicant Date

John Hunter
Printed Name

USA

MISSOURI

NOT FOR REAL ID PURPOSES

Wayne Wallingford
Director of Revenue

DRIVER LICENSE



9 CLASS F 4b EXP 05/10/2028
 4d DL NO. T980135766 3 DOB 05/10/1974
 1 HUNTER
 2 JOHN R
 8 115 NW 264P RD
 CLINTON, MO 64735
 9a END M
 12 RESTRICTIONS NONE
 15 SEX M 17 WGT 285 lb
 16 HGT 5-11" 18 EYES GRN
 4a ISS 08/26/2022



94-114

6 DD 220702380023

05/10/74

ADDENDUM NO. 1

September 23, 2022

Bid Date: September 28th, 2022
3:00 p.m. DST

TO ALL BIDDERS: Proposed Remodeling for: Artesian Park Pool House - Clinton, MO

THIS ADDENDUM SHALL SUPERSEDE THE PLANS AND SPECIFICATIONS INSOFAR AS IT IS IN DISAGREEMENT WITH THE SAME. HOWEVER, IT WILL IN NO WAY RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY UNDER THE PLANS AND SPECIFICATIONS, EXCEPT AS HEREIN SPECIFICALLY STATED.

All Addenda's will be provided via e-mail to all Plan Rooms any General Contractors on the Plan Holders List. All other Contractors and Vendors to obtain a copy of the Addenda's from one of the above.

Structural Items:

Item No. S01 – Clarification – Provide ¼" gap and Simpson SDPW Deflector Screws (or other accepted method) at 48" o.c. max at non-load bearing stud walls to ceiling/roof wood decking connection to allow for ceiling/roof deflection typical.

Item No. S02 – Clarification – Openings in roof decking shall be supported by 2x blocking members between rafters at all sides.

Architectural Items:

Item No. A01 – Correction – Architectural Sheet A103 – Note 13 – Remove 2 – 12'-0" stainless steel countertops and brackets from bid. The owner will purchase tables separately.

Item No. A02 – Correction – Architectural Sheet A501 – Window "A" Glazing – The glazing for the window shall be 3/4" Insulated Low-E Tempered Glass Solarban 70XL.

Item No. A03 – Correction – Section 074000 – Metal Roof Panels
Para 2.5 Structural Metal Roof Panels
Metal Roof Panel to be DMI Span-Lock SL20, 16" wide panel. Standing seam height to be 2". Panel profile to be Striated (Standard). Material and finish to be 24 gauge galvalume with DynaClad PVDF finish.

Item No. A04 – Clarification – Existing aggregate veneer to remain. Contractor to remove all loose aggregate prior to applying stone veneer over existing aggregate.

Item No. A05 – Clarification – Architectural Sheet A302 – Contractor to add a "Z" flashing at the top of the stone veneer. New flashing to slide behind the existing flashing. Owner to pick colors.

Item No. A06 – Correction – Existing metal soffit and fascia panel to remain in place. Contractor to clean and paint existing soffit and fascia panels. The existing gutters and downspouts to be removed and replaced. All colors to match and will be picked by owner.

Item No. A07 – Clarification – See the attached Revised Sheet A104 for clarification.

Attachments: Item A104 – 1 Sheet
Current Plan Holders List – 1 page

Porter, Berendzen & Associates, P.C. - Ashland, MO

September 23rd, 2022

Addendum No. 1

Page 1 of 1

City of Clinton
2217 - Artesian Park Pool House - Remodel Plans

FORM OF PROPOSAL

PROJECT : Proposed Remodeling for: Artesian Park Pool House - Clinton, MO
City of Clinton Bids Due Until:
Clinton, Missouri 3:00 PM, DST - September 28, 2022

Bids received at the following location:
City of Clinton - City Hall
105 East Ohio Street - Clinton, MO 64735

Bids will be read aloud at that time.

Note: All Bids shall include all applicable taxes and fees.
Sales Tax not required - See Para IB-12 of Instructions to Bidders.
The project will be awarded under one contract for all work.

BASE BID: Eight hundred twelve thousand five hundred dollars.
\$ 812,500

(See 012100 - Allowances - Include in Base Bid) Confirmation: yes - \$10,000⁰⁰

(Voluntary by Contractor) (DEDUCT) \$ _____
\$ _____
\$ _____

The undersigned agrees if this proposal is accepted, to enter into a contract, furnish bonds and insurance as specified within ten days of notification of such acceptance and complete the project after execution of the contract and in accord with Para IB-4. If no number of days are listed by the Contractor, the Owner will establish date for completion of the work.

Number of Days - Base Bid: Complete by April 28, 2023 180 calendar days.
(Notice of Award in October with an expected Contract Date/Notice to Proceed date of October 4, 2022)

Receipt of Issued Addendum:
Addenda # 1 Date SEPTEMBER 23, 2022
By JOHN HUNTER, et al. WESTPORT CONSTRUCTION
Addenda # 2 Date _____
By _____
Addenda # 3 Date _____
By _____

Contractor: WESTPORT CONSTRUCTION CO.
By: John Hunter John Hunter, VP
Address: 1008 CLARK STREET
CLINTON MO 64735
Phone: (880) 888-2231

ATTEST: Tam R. Fitch
Corporation Seal, if Incorporated

Fed ID No. 44-0855080

**ARTESIAN PARK POOL HOUSE RENOVATION PROJECT
CONTRACT ADDENDUM 02**

This Addendum is made this 16th day of November, 2022, by and between Westport Construction Company and the City of Clinton, and modifies a contract for services between the parties based upon the bid of September 28, 2022, and Addendum 01, included in bid price.

For the mutual promises herein contained, the parties agree as follows:

1. The Remodel Plans shall be revised as follows:

- a. Sheet C101 – Demolition work described in Notes 1, 2, 3, 5 and 6 is removed.
- b. Sheet A501 – Installation of doors 115, 116 and 117 are removed.
- c. Sheet 102 – Items related to the Mini-Split Schedule (FCU1, HP1) are removed.

2. The Base Bid of Eight Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$812,500.00) shall be reduced by Thirty-Two Thousand Six Hundred Fifteen Dollars and Zero Cents (\$32,615.00), in accordance with the attached Schedule of Values and Value Engineering proposal, as accepted by the City of Clinton.

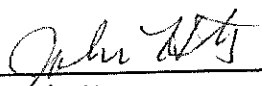
3. The revised cost of the project shall not exceed Seven Hundred Seventy-Nine Thousand Eight Hundred Eighty-Five Dollars and Zero Cents (\$779,885.00), unless revised in accordance with all other terms in the agreement.

4. In all other respects, the agreement shall remain unchanged.

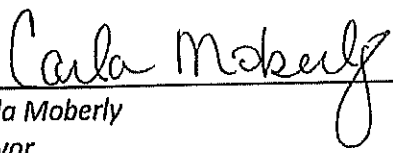
In Witness Whereof, the authorized representatives of the parties have signed below.

Westport Construction Company

City of Clinton



By: John Hunter
Its: Vice-President
11/16/22
Date



Carla Moberly
Mayor
11-16-22
Date

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated in the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 8/29/22
 PERIOD TO:
 PROJECT NO:

ITEM NO.	Artesian Park Pool House	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Gen Requirements, Superintendent, office time, rental equipment, equipment use, dumpsters, truck use and fuel, insurances, bonds etc.	\$ 87,790.00		\$ -	\$ -	\$ -	0%	\$ 87,790.00	\$ -
	Demo, fencing and elite concrete	\$ 28,000.00			\$ -	\$ -	0%	\$ 28,000.00	\$ -
	masonry	\$ 103,000.00			\$ -	\$ -	0%	\$ 103,000.00	\$ -
	rough carpentry, trusses	\$ 65,410.00			\$ -	\$ -	0%	\$ 65,410.00	\$ -
	casework	\$ 65,000.00			\$ -	\$ -	0%	\$ 65,000.00	\$ -
	roofing	\$ 12,500.00			\$ -	\$ -	0%	\$ 12,500.00	\$ -
	Doors frames hardware, rolling doors, Glass and Glazing	\$ 105,000.00			\$ -	\$ -	0%	\$ 105,000.00	\$ -
	Flooring and painting	\$ 72,500.00			\$ -	\$ -	0%	\$ 72,500.00	\$ -
	Specialties	\$ 49,000.00			\$ -	\$ -	0%	\$ 49,000.00	\$ -
	Plumbing	\$ 29,300.00			\$ -	\$ -	0%	\$ 29,300.00	\$ -
	HVAC	\$ 134,000.00			\$ -	\$ -	0%	\$ 134,000.00	\$ -
	Electrical	\$ 11,000.00			\$ -	\$ -	0%	\$ 11,000.00	\$ -
	Electrical	\$ 40,000.00			\$ -	\$ -	#DIV/0!	\$ -	\$ -
	Allowance	\$ 10,000.00			\$ -	\$ -	0%	\$ 10,000.00	\$ -
					\$ -	\$ -	#DIV/0!	\$ -	\$ -
	Total	\$12,500.00	0.00	0.00	0.00	0.00	0%	\$12,500.00	0.00

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity
 AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1994 EDITION - AIA - 011992
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. WASHINGTON, DC 20005-2322



1006 Clark Street
 Clinton, MO 64735
 Phone 660-885-2231
 Fax 660-885-7722

October 24, 2022

Clinton Artesian Park Pool House

RE: Value Engineering (rev 1 Nov 27,2022)

Retain in contract 1: Remove the epoxy floor covering from Admissions 100, Entry/Breezeway 101, and all 109.
 Deduct (\$ 14,017.00)

Decline 2: Change from Standing Seam Metal Roof to Exposed Fastener Metal Roof.
 Deduct (\$ 9,923.00)

Retain roof as bid 3: Change from Standing Seam Metal Roof to Asphalt Shingle Roof.
 Deduct (\$ 40,125.00)

Accept on VE 4: Remove Colling Doors #115, #116, and #117. (Colling Door 101 would remain)
 Deduct (\$ 11,100.00)

Accept on VE 5: Remove Mini-Split System from Concessions Room #104
 Deduct (\$ 4,290.00)

Accept for VE 6: Owner to demo retaining wall and regrade area WCC will pour new patio area and demo and pour back an approximate 10' x 20' segment of walk in the front of the building as per re-revised A001.

Demo	(\$ 3,100.00)
Sitework	(\$ 850.00)
Concrete	(\$ 13,275.00)
Total Deduct	(\$ 17,225.00)

CH
 11/2/22

Please note owner may accept either 2 or 3 but not both.
 WCC will not be responsible for any damage to the remaining front patio area

Let us know if you have any questions or need any further information.

Thank you,
 John Hunter
 Westport Construction Co.

PERFORMANCE BOND

Bond No.: 30177430

KNOW ALL PERSONS BY THESE PRESENTS: That _____

Westport Construction Co., Inc.

(Name of Contractor)

1006 Clark Street, Clinton, MO 64735

(Address of Contractor)

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Western Surety Company

(Name of Surety)

151 N. Franklin St., Chicago, IL 60606

(Address of Surety)

hereinafter called SURETY are held and firmly bound unto the City of Clinton, 105 E. Ohio, Clinton, MO 64735 hereinafter called CITY in the total aggregate penal sum of Seven Hundred Seventy Nine Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$ 779,885.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the CITY, dated the 16th day of November, 2022, a copy of which is hereto attached and made a part hereof for the construction, reconstruction, or repair of certain public improvements for the City of Clinton.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the CITY, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

CITY may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS 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 contract or to the WORK or to the SPECIFICATIONS.

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 contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the CITY and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The CITY is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall Number be deemed an original, this the 17th day of November, 2022.

ATTEST:

Westport Construction Co., Inc.
Principal

Tony L. Fiddle
(Principal) Secretary Assist.

(SEAL)

By John White
1006 Clark Street
Clinton, MO 64735
(Address)

[Signature]
(Witness as to Principal)

(Address)

Western Surety Company
Surety

ATTEST:

Kelly R. Watson
Kelly R. Watson (Witness to Surety)

By Tessa R. Turner
Tessa R. Turner Attorney-in-Fact

151 N. Franklin St.
Chicago, IL 60606
(Address)

151 N. Franklin St.
Chicago, IL 60606
(Address)

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 where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

PAYMENT BOND

Bond No.: 30177430

KNOW ALL PERSONS BY THESE PRESENTS: That _____

_____ Westport Construction Co., Inc. _____
(Name of Contractor)

_____ 1006 Clark Street, Clinton, MO 64735 _____
(Address of Contractor)

a _____ Corporation _____ hereinafter called Principal, (Corporation,
Partnership, or Individual)

and _____ Western Surety Company _____
(Name of Surety)

hereinafter called Surety, are held and firmly bound the City of Clinton, 105 E. Ohio, Clinton, MO 64735 hereinafter called CITY, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Seven Hundred Seventy Nine Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$ **) in lawful money of the United States, for the payment of which sum will be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. ** (\$779,885.00)

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL, entered into a certain contract with the CITY, dated the 16th day of November, 2022, a copy of which is hereto attached and made a part hereof for the construction, reconstruction, or repair of certain public improvements for the City of Clinton.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all person, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provide in such contract, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the 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 this contract or to the WORK or the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by a claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the CITY, or the SURETY, above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy of the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, CITY, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, 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 Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to this BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall Number be deemed an original, this the 17th day of November, 2022.

ATTEST:

Tammy L. Fickler
(Principal Secretary) Asst.

Westport Construction Co., Inc.
Principal

(SEAL)

[Signature]
(Witness as to Principal)

By [Signature]

1006 Clark Street, Clinton, MO 64735
(Address)

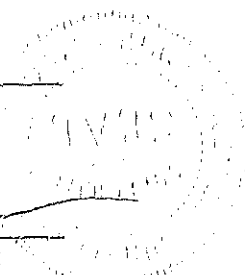
(Address)

Western Surety Company
Surety

ATTEST:

Kelly R. Watson
Kelly R. Watson (Witness to Surety)
151 N. Franklin St.

By Tessa R. Turner
Tessa R. Turner Attorney-in-Fact
151 N. Franklin St.



(Address)

Chicago, IL 60606

(Address)

Chicago, IL 60606

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 where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

MAINTENANCE BOND

Bond No.: 30177430

KNOW ALL PERSONS BY THESE PRESENTS: That _____

_____ Westport Construction Co., Inc.
(Name of Contractor)

_____ 1006 Clark Street, Clinton, MO 64735
(Address of Contractor)

a _____ Corporation hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____ Western Surety Company
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Clinton, 105 E. Ohio, Clinton, MO 64735 hereinafter called CITY, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$779,885.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. **Seven Hundred Seventy Nine Thousand Eight Hundred Eighty Five and 00/100

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, on the 16th day of November, 2022, the Principal entered into a written agreement with the CITY, for the construction, reconstruction, or repair of certain public improvements for the City of Clinton; and

Whereas, it was a condition of the contract award by the CITY that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the CITY so accepts said Work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other contract Documents and shall protect the CITY against all damages, losses and expenses which may occur to CITY, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

IN WITNESS WHEREOF, this Instrument is executed in 3 counterparts, each one of which shall Number be deemed an original, this the 17th day of November, 2022.

ATTEST:

Tony S. Fichtl
(Principal) Secretary Assist.

Westport Construction Co., Inc.
Principal

(SEAL)

[Signature]
(Witness as to Principal)

By [Signature]
1006 Clark Street
Clinton, MO 64735
(Address)

(Address)

ATTEST:

Kelly R. Watson
Kelly R. Watson (Witness to Surety)

Western Surety Company
Surety

By [Signature]
Tessa R. Turner Attorney-in-Fact

151 N. Franklin St.
(Address)

151 N. Franklin St.
(Address)

Chicago, IL 60606

Chicago, IL 60606

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 where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kelly R Watson, Dale A Gebauer, Paige M Turner, Matthew J Miller, Donnie C Pruett, Sean R Miller, Amber M Manning, Tessa R Turner, Christopher J Miller, Individually

of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of October, 2021.

WESTERN SURETY COMPANY



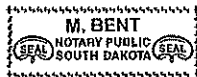
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of October, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY 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.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

NOTICE TO BIDDERS

Notice to Bidders for a Remodel Project – Remodel of Artesian Park Pool House located at 700 Artesian Ave. in Clinton, Missouri. Bids will be received until 3:00 pm, CDT on September 28th, 2022, at City Hall, 105 East Ohio Street, Clinton, MO 64735. Bids will be opened at that time and read aloud.

All work to be one contract under a General Contractor. The Owner reserves the right to reject any and all bids and to waive irregularities. Wage Determination: Annual Wage Order No. 29 for Henry County. The Wage Order has been issued by the Missouri Division of Labor Standards. Copies of the Determination are a part of the bid documents.

The project consists of the remodel and improvements to an existing building. The existing building is CMU and wood framed. Work will include selective demolition to accommodate the new layout. There will also be selective exterior improvements.

The City of Clinton reserves the right to reject any or all bids and to waive any informality or technicality therein.

5% Bid Bond required with submission of bid; 100% Performance, Payment and Maintenance Bonds required of the Contractor awarded the work.

Bid Documents will be available for viewing at various plan rooms. Bidders with questions may contact Porter, Berendzen & Associates, P.C., 200 S. Henry Clay Blvd., P.O. Box 446, Ashland, MO 65010. Phone: (573) 657-2022. Bid documents will be available September 7, 2022 from Triangle Blueprints, Columbia, MO: (573) 449-0404 or triangle@socket.net. The Bid Documents will also be on file with The Builders' Association, CMD Group, Construct Connect, Dodge and ePlan.

A Pre-Bid Meeting will be held at 3:00 pm CDT on September 21st, 2022, at the building site: 700 Artesian Avenue - Clinton, MO 64735.

September 7, 2022

City of Clinton
105 East Ohio Street
Clinton, MO 64735
/S/ Christina A. Maggi, City Administrator

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

INSTRUCTION TO BIDDERS

IB-1 DEFINITIONS OF TERMS

Owner shall mean City of Clinton, Missouri
105 East Ohio Street, Clinton, MO 64735 Ph: (660) 885-6121
Carla Moberly, Mayor

Architect shall mean Porter, Berendzen & Associates – P.C. – Architects
200 South Henry Clay Blvd. - P.O. Box 446, Ashland, MO 65010
PH: (573) 657-2022 email: jay@pba-architecture.com

IB-2 PROPOSAL TIME AND LOCATION

Sealed proposals will be received by the Owner until 3:00 p.m. DST – September 28, 2022.

Bid Location:

City Hall
105 East Ohio Street
Clinton, MO 64735

Project: Remodeling Plans for: Artesian Park Pool House

It is the bidder's responsibility to deliver his proposal at the proper time, to the proper place. The Owner reserves the right to reject any and/or all bids, to waive any informalities, and to award the work to the lowest, responsible Bidder.

Pre-Bid Meeting:

A Pre-Bid Meeting will be held at 3:00 p.m. DST – September 21, 2022.
(Attendance is Recommended for General Contractors)

Pre-Bid Location:

Project Site – see attached map.
Artesian Park
700 Artesian Avenue
Clinton, MO 64735

IB-3 BIDS

1. Before making their bid, bidders shall carefully examine the Drawings and Project Manual and inspect the building site to make themselves thoroughly familiar with all of the requirements.
2. Bids to be submitted on a copy of the enclosed form.
3. Bids shall be made by filling out the Form of Proposal including a Bid on each and every Alternate listed on the Proposal. No qualified bids will be accepted. Bid Bond to be included.

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

IB-4 CONTRACT TIME

Work shall commence immediately upon execution of the contract and shall be substantially completed on/or before the date as proposed in the Construction Schedule in division 002415 and agreed to in the “Construction Master Services Agreement”.
See Division 002415 for Construction Schedule for various portions of the project.
Liquidated Damages will be assessed for delay, per the “Contractor Master Services Agreement.”

IB-5 SCOPE OF BIDS

Bids will be received for all of the work under a single contract.

IB-6 SUBSTITUTIONS

All product substitution requests must be submitted and approved prior to the bid date listed in this document. All Substitution Requests must be submitted on CSI 1.5C format or similar document with same language. It is the responsibility of the submitting party to confirm the following as listed on the substitution form:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

IB-7 QUALIFICATIONS OF BIDDERS

Contractors submitting proposals for this work must actually be engaged in the class of work called for on the plans and in the Project Manual. Prior to being awarded the Contract, the successful Bidder to furnish evidence to the Owner and the Architect that they and their sub-contractors have sufficient resources and ability to perform the work of the Contract and to obtain the bonding and insurance required under the Contract.

IB-8 DRAWINGS AND PROJECT MANUALS

Drawings and Project Manual available from:
Triangle Blueprints
1907 Pennsylvania Drive
Columbia, MO 65202 Ph: 573-449-0404
e-mail: triangle@socket.net

*The bid documents will be on file at multiple plan rooms – see Notice to Bidders.
A link to electronic documents will also be made available to all bidding General Contractors upon request.*

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

IB-9 LIST OF DRAWINGS

See attached INDEX TO DRAWINGS – Division 000115
Drawings Bear: Project No. 2217 - Dated: SEPTEMBER 2022

Note: The "OFFICIAL" Project Manual and Drawings will have an original signature on the Title Page of the Project Manual and the Cover Sheet of the Drawings. The Architect and Owner are not responsible for any omissions or variations between the "OFFICIAL" and copies electronically reproduced.

IB-10 INTERPRETATION OF CONTRACT DOCUMENTS

Should any bidder find discrepancies in or omissions from the drawings or documents or should he be in doubt as to the meaning, he should at once notify the Architect, who will send written instructions to all bidders of record covering the items in question. This provision is intended to cover matters that may be obscure, indefinite or in conflict where the cost of the work is affected. No decision shall be given where a standard is established and work is required to meet that standard. No verbal statements by any representative of the Owner, Architect or anyone connected with the work will be effective or binding in any way.

IB-11 LAWS AND REGULATIONS

The attention of all bidders is called to Federal, State and Municipal laws, regulations and ordinances in reference to labor, materials, equipment, specifications, proposal or bids, contract bonds (Performance and Payment) and all other matters pertaining to the relationship between Owner, Contractor and Architect.

E-VERIFY (Mo. Rev. Stat. 285.530) Businesses that are awarded contracts after 1/1/2009 and exceeding \$5,000 are to participate in E-Verify and affirm, by affidavit, that it does not knowingly hire employees in violation of U.S. immigration laws.

OSHA SAFETY PROGRAM All contracts taking effect on or after August 28, 2009 must provide to all On-Site employees a 10 hour OSHA construction safety program and certify that Safety Program has been completed. Contractors and subcontractors in violation of this provision will be subject to Penalty plus Amount per employee per day. Verify penalties - OSHA (Mo.Rev. Stat. 292.675).

PRODUCT PREFERENCES. By law when selection of products and services, the district must give preference to:

Missouri Businesses, or businesses that maintain Missouri Offices or places of business, when the quality of performance promised is equal to or better than, and the price quoted is the same as or less than, that of the other responsive providers (34.073 RSMo.).

Disabled veteran businesses that are Missouri businesses or businesses that maintain Missouri offices or places of business, When the quality of performance promised is equal to or better than the other bids and the price quoted is the same or less (34.374 RSMo.)

Commodities manufactured, mined, produced or grown within the state and all Missouri firms, corporations, or individuals who supply commodities when quality and price are approximately the same (171.181 RSMo.).

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

Food or beverages that contain a higher level of calcium if they are equal or lower in price and of the same type and nutritional quality (34.375 RSMo.).

Appliances that have earned the Energy Star under the Federal Energy Star program, when purchasing appliance with all or a portion of state funds, unless exempted by the commissioner of the office of administration (8.305 RSMo.).

Coal mined in the state of Missouri or and adjoining state, when purchasing coal for fuel purposes, if the cost is not greater then the cost of coal mined in any other state or states, including the cost of transportation (34.080 RSMo.)

IB-12 SALES TAX

Sales Tax is not required for this project. The Owner will furnish to the Contractor the Project Exemption Certificate and State of Missouri Exemption Form. Contractor is to make copies and furnish to all Sub-Contractors and suppliers.

IB 13 BID BOND

Bid Bond shall be submitted with the bid and shall be in the minimum amount of 5% of the submitted bid contained on the bid form.

IB 14 PERFORMANCE, PAYMENT & MAINTENANCE BONDS

A payment bond and a performance bond in the full amount of the Contract Sum shall be provide by the Contractor. The form of the bonds shall be on the forms provide by the Owner and herein. Bonds shall be issued by a responsible surety company that is authorized to do business in the State of Missouri, and shall be conditioned for (i) the faithful performance of all the terms of the Contract and (ii) to pay all lawful claims of Subcontractors, material suppliers, laborers, equipment and material rentals, and all third party person having just claims. The payment bond shall include such provisions required under Section 290.250 (Mo. Rev.Stat.) as will guarantee faithful performance of the prevailing hourly wage clauses in the Contract and shall meet the statutory requirements for payments bonds on Missouri public works projects.

IB 15 PERMITS, INSPECTIONS & FEES

Contractor shall make application for, obtain and pay for all necessary local permits, inspection fees, and certificates of inspection for all work covered by the drawings and project manual.

Please contact for additional information:

Address: City of Clinton
105 East Ohio Street
Clinton, MO 64735
Phone: 660-885-6121

There will be no charge for a building permit for a City Project.

The City of Clinton will require a Business License for each contractor.

The fee will be based upon the number of employees that will be working in Clinton.

1-3 Employees = \$50
4-20 Employees = \$100
21-50 Employees = \$250

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

The drawings will be submitted to the City of Clinton for review and approval.

IB-16 AWARD OF CONTRACT

The Contract will be awarded to the lowest bidder complying with the conditions of the Bid Documents and Contract Documents, providing the bid is reasonable and to the best interest of the Owner to accept it. The Owner reserves the right to reject any and all bids and to waive any irregularities.

In determining the lowest Responsible Bidder, the following elements will be considered: Has suitable financial status, technical experience, adequate personnel to perform the work properly and expeditiously, prior experience with similar projects, history of successful, projects and timely completion, compliance with State and Federal Laws, contractor proximity to project for warranty work, other essential factors as pertinent to the specific project. The owner reserves the right to accept any combination of Base Bid and requested Alternates (if any) and accept them in any order.

Upon request and within two (24) hours after the Bid, the Bidder shall submit to the Architect a properly executed Contractor Qualifications Statement - AIA Form A305 along with a list of Sub-Contractors/Suppliers and a Schedule of Values with specific bids of trade sections broken out.

IB 18 FORM OF CONTRACT

“Contractor Master Services Agreement” by the City of Clinton and provided herein./

IB 19 ASBESTOS-FREE CERTIFICATION

All materials specified and used on this project are intended to be asbestos free. General Contractor is to provide certification that NO asbestos containing material has been furnished on this project. This certification is to be provided with the project close-out documents.

IB 20 PREVAILING WAGES AND OTHER REQUIREMENTS

The Division of Labor Standards, State of Missouri, Department of Labor and Industrial Relations has set the Prevailing Wages to be paid - **Annual Wage Order No. 29 – Henry County**, Dated March 10, 2022 and any Incremental Increases are included in this manual. Not less than the prevailing hourly rate of wages must be paid to all workers performing work under this contract. Full compliance with the provision of Section 290.210 to 290.340 RSMo by the Contractor and Owner is to be an agreed part of this Contract. The Contractor will forfeit a penalty to the contracting Public Body of One Hundred dollars (\$100.00) for each worker employed for each calendar day worked, or portion thereof, as provided under Section 290.250 RSMo.

Contractors who have been prosecuted and convicted of violating the Missouri Prevailing Wage Law are placed on the Contractor Debarment List. Contractors on the Debarment List are prohibited from contracting with any public body for the construction of any public works or from performing any work on any public construction project during the term of the debarment.

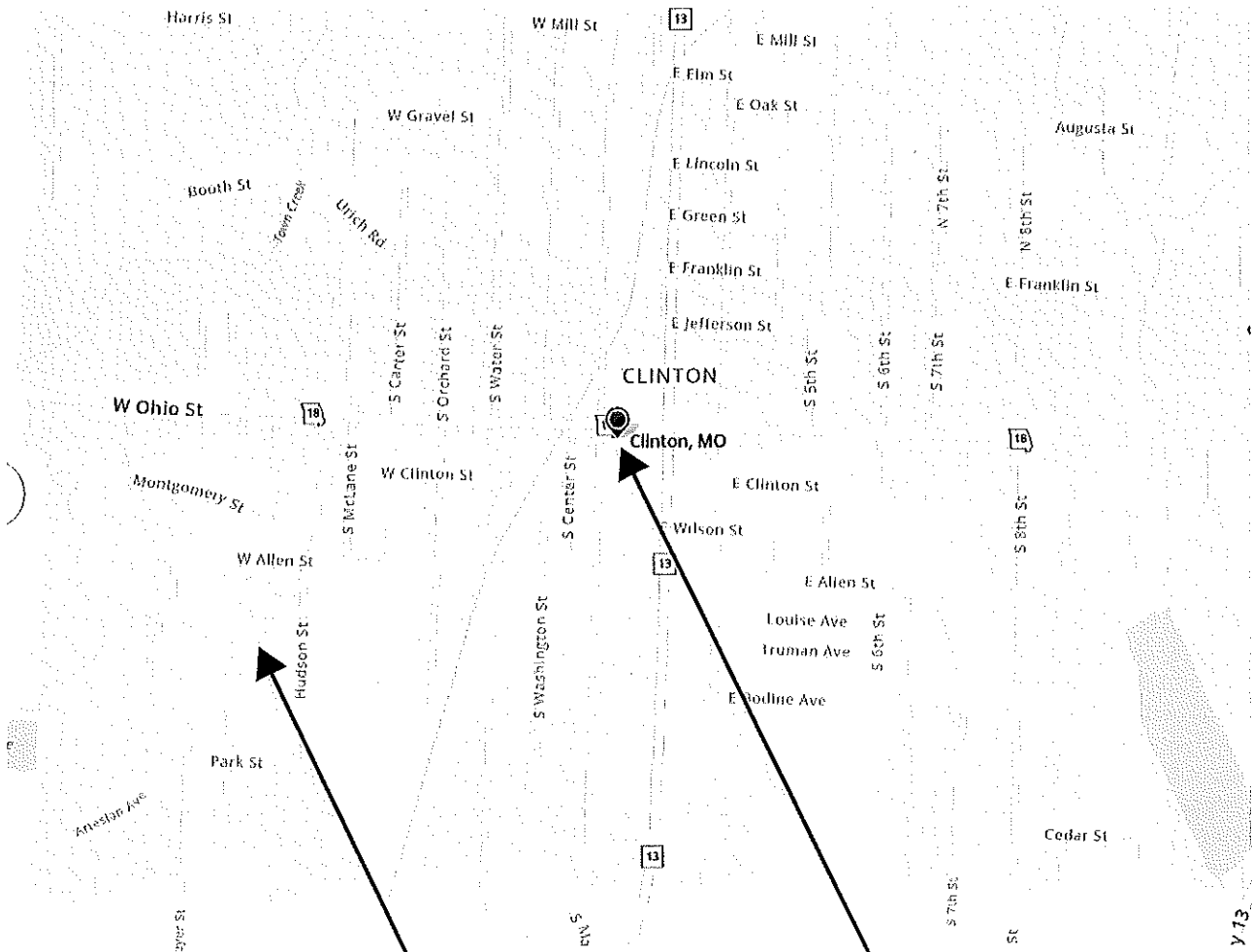
City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.

Every Transient employer, as defined in section 285.230, RSMo, Enclosed in the laws section, must post in a prominent and easily accessible place at the work site, a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234 RSMo, Enclosed in the laws section, be liable for a penalty of \$750 per day until the notices required by this section are posted as required by that statute.

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

MAP TO PRE-BID / BID LOCATION



PRE BID LOCATION:
ARTESIAN PARK
700 ARTESIAN AVENUE
CLINTON, MO 64735

BID LOCATION:
CITY HALL
105 EAST OHIO STREET
CLINTON, MO 64735

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

DESCRIPTION OF THE WORK

Proposed Remodeling for Artesian Park Pool House – City of Clinton

INDEX to DESCRIPTION OF WORK

Base Bid - Improvements for existing building including all interior remodeling, exterior building improvements and site improvements. All work on bid documents that are not indicated as an alternate.
Alternate No. 1 – Voluntary Alternate by Contractor

BASE BID

The scope of work for Base Bid shall include but not be limited to the following:
(See the project drawings and project manual for more detail)

1. Provide all material, labor and equipment for Remodel of and Improvements to Existing Building as shown on the Bid Documents.
2. Provide all required material, labor and material for site work including but not limited to utilities, concrete slabs, grading, etc.

ALTERNATE NO. 1 – Voluntary Alternate by Contractor

Space has been provided on the Bid Form for a Voluntary Alternate line.
Under the conditions of this alternate, state the DEDUCT in cost for Voluntary Alternate(s).
(Provide detailed description of voluntary alternate(s) on separate page with Bid Form)

***Note: See the Project Drawings for additional information regarding the division of work among the Base Bid and the Alternates.
Also see Section 012100 for Allowances and 012300 for Alternates***

City of Clinton
2217 – Artesian Park Pool House – Remodel Plans

CONSTRUCTION SCHEDULE

The Construction Schedule listed below is proposed by the City of Clinton. The final details are to be negotiated between the Owner and the Contractor awarded the contract.

PROPOSED CONSTRUCTION SCHEDULE

ALL WORK – BASE BID & All accepted Alternates

Schedule:

Notice of Award in October with an expected Contract Date/Noticed to Proceed date of October 4, 2022.
Work to begin within 14 days after Contract is Executed and Notice to Proceed is issued.
Official Start Date to be set by Notice to Proceed issued by the Architect.

Substantial Completion to be no later than April 7, 2023.
Final Completion to be no later than April 28, 2023.
Contractor to list Number of Days for:
Base Bid & accepted Alternates – All Work

SEE proposed draft contract for Liquidated Damages.

City of Clinton
2217 - Artesian Park Pool House - Remodel Plans

FORM OF PROPOSAL

PROJECT : Proposed Remodeling for: Artesian Park Pool House - Clinton, MO
City of Clinton Bids Due Until:
Clinton, Missouri 3:00 PM, DST - September 28, 2022

Bids received at the following location:

City of Clinton - City Hall
105 East Ohio Street - Clinton, MO 64735

Bids will be read aloud at that time.

Note: All Bids shall include all applicable taxes and fees.
Sales Tax not required - See Para IB-12 of Instructions to Bidders.
The project will be awarded under one contract for all work.

BASE BID: Eight hundred twelve thousand five hundred dollars.

\$ 812,500-)

(See 012100 - Allowances - Include in Base Bid)

Confirmation: yes - \$10,000⁰⁰

(Voluntary by Contractor) (DEDUCT)

\$ _____)

\$ _____)

\$ _____)

The undersigned agrees if this proposal is accepted, to enter into a contract, furnish bonds and insurance as specified within ten days of notification of such acceptance and complete the project after execution of the contract and in accord with Para IB-4. If no number of days are listed by the Contractor, the Owner will establish date for completion of the work.

Number of Days - Base Bid: Complete by April 28, 2023 180 calendar days.
(Notice of Award in October with an expected Contract Date/Notice to Proceed date of October 4, 2022)

Receipt of issued Addendum:

Addenda # 1 Date SEPTEMBER 23, 2022

By JOHN HUNTER, et al. WESTPORT CONSTRUCTION

Addenda # 2 Date _____

By _____

Addenda # 3 Date _____

By _____

ATTEST: Tam L. Fichel

Corporation Seal, if Incorporated

Contractor: WESTPORT CONSTRUCTION CO.

By: John Hunter John Hunter, VP

Address: 1006 CLARK STREET

CLINTON MO 64735

Phone: (660) 885-2231

Fed ID No. 44-0655060

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Westport Construction Co., Inc.
1006 Clark Street
Clinton, MO 64735

SURETY:

(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
City of Clinton, MO
700 Artesian Avenue
Clinton, MO 64735

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

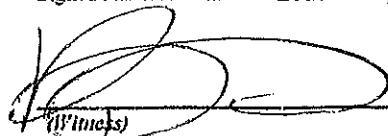
(Name, location or address, and Project number, if any)
Selective Demolition, Renovation and Improvement to Interior and Exterior for Artesian Park Pool House Remodel; Project No.:2217

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

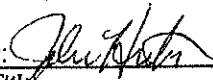
Signed and sealed this 28th day of September, 2022.



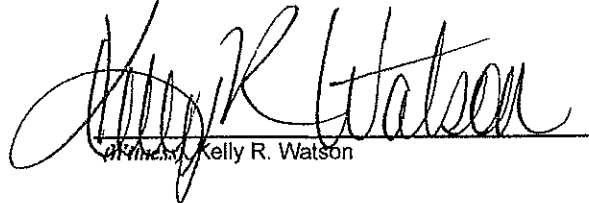
(Witness)

Westport Construction Co., Inc.

(Principal) (Seal)

By: 

(Title)



Witness, Kelly R. Watson

Western Surety Company

(Surety) (Seal)

By: 

(Title) Tessa R. Turner Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tessa R. Turner, Individually

of, Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Westport Construction Co., Inc.
Obligee: City of Clinton, MO

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY 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.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of September, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.