RESOLUTION NO. 08-2025

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND REDHAMMER ROOF GROUP, LLC FOR A ROOFING PROJECT.

WHEREAS, the City of Clinton wishes to enter into an Agreement with RedHammer Roof Group for the Aquatic Center Roof Project; and

WHEREAS, RedHammer Roof Group desires to provide such services; and

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

Section 1. The Agreement with RedHammer Roof Group, LLC (Exhibit A), not to exceed Two Hundred Fifty-One Thousand Four Hundred Sixty-Five Dollars and Zero Cents ($251,465.00) 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 April, 2025.

Carla Moberly

Carla Moberly, Mayor

ATTEST

Wendee Seaton

Wendee Seaton, City Clerk

CONTRACTOR MASTER SERVICES AGREEMENT
FOR
ROOF REPLACEMENT PROJECT – AQUATIC CENTER

THIS AGREEMENT dated this 22nd day of April, 2025 by and between the City of Clinton, (herein "City") and RedHammer Roof Group LLC (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 the labor, materials and equipment roof repairs as specified in the Proposal and Scope of Work submitted to the City. The Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all labor 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 no later than August 29, 2025.

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. BID RESPONSE
B. REQUEST FOR BID
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 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. 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. Theses 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 $517,306.00 per person and $3,448,710.00 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 Contract.

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 $517,306.00 per person and $3,448,710.00 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.

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 to be completed no later than August 29, 2025. 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. 31 attached hereto, 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 ($500.00) 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 SubContractors, 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.

REDHAMMER ROOF GROUP LLC

_____

TITLE: _____

DATE: _____

CITY OF CLINTON

Carla Mobley

MAYOR

DATE: 4-16-2025

Christy Maggi

From: Christy Maggi
Sent: Tuesday, April 22, 2025 3:17 PM
To: Christine Stephan
Cc: Eric Lueck
Subject: RE: Clinton Aquatic Center reroof
Attachments: Clinton AC Roof Agreement 2024.04.22 City sig.pdf

Christine,

Attached is the agreement which RedHammer needs to sign. We will also need the performance and payment bonds now, as well as the Certification of Individual Bidder and the Work Authorization Certification forms completed. The maintenance bond can be provided either now or upon completion of the project. Let me know if you have questions.

Christy

City of Clinton MISSOURI
Christina A. Maggi
City Administrator
City of Clinton • 105 E. Ohio • Clinton MO 64735
Office: 660-885-6121 • Cell: 660-525-3003 • Fax: 660-885-2023

From: Christine Stephan [mailto:cstephan@redhammerroof.com]
Sent: Monday, April 21, 2025 12:00 PM
To: Christy Maggi <cmaggi@cityofclintonmo.com>
Cc: Eric Lueck <elueck@redhammerroof.com>
Subject: Clinton Aquatic Center reroof

Christy,

I spoke with John McClendon this morning, and he indicated that he was ready to get the roof scheduled. What is the next step for this process?

Christine

Christy Maggi

From: Christine Stephan <cstephan@redhammerroof.com>
Sent: Tuesday, April 22, 2025 3:30 PM
To: Christy Maggi
Subject: Re: Clinton Aquatic Center reroof

Thanks for getting this over to me. I will get start working on the documents and bids.

Christine

On Tue, Apr 22, 2025 at 3:17 PM Christy Maggi <cmaggi@cityofclintonmo.com> wrote:

Christine,

Attached is the agreement which RedHammer needs to sign. We will also need the performance and payment bonds now, as well as the Certification of Individual Bidder and the Work Authorization Certification forms completed. The maintenance bond can be provided either now or upon completion of the project. Let me know if you have questions.

Christy

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From: Christine Stephan [mailto:cstephan@redhammerroof.com]
Sent: Monday, April 21, 2025 12:00 PM
To: Christy Maggi <cmaggi@cityofclintonmo.com>
Cc: Eric Lueck <elueck@redhammerroof.com>
Subject: Clinton Aquatic Center reroof

Christy,

I spoke with John McClendon this morning, and he indicated that he was ready to get the roof scheduled. What is the next step for this process?

Christy Maggi

From: Christine Stephan <cstephan@redhammerroof.com>
Sent: Wednesday, March 25, 2026 2:28 PM
To: Christy Maggi
Subject: Re: Maintenance bond

I will get it all. Sorted and back to you.

Christine

On Wed, Mar 25, 2026 at 2:24 PM Christy Maggi <cmaggi@cityofclintonmo.gov> wrote:

Christine,

Yes, a 2-year bond is required. Attached is an email from Marquita Story indicating that the maintenance bond would be provided at a later date – presumably upon completion of the project. That would give us a starting date for the bond. The request for final payment was submitted on 11/26/2025, so we would need the bond to run through 11/25/2027.

I also noticed that we did not get a signed copy of the contract back from Redhammer. Attached is the email where I sent you the contract after the bid was awarded. Please send me a signed copy.

Thanks,

Christy

City of Clinton MISSOURI
Christina A. Maggi
City Administrator
City of Clinton • 105 E. Ohio • Clinton MO 64735
Office: 660-885-6121 • Cell: 660-525-3003 • Fax: 660-885-2023

From: Christine Stephan [mailto:cstephan@redhammerroof.com]
Sent: Wednesday, March 25, 2026 12:34 PM
To: Christy Maggi <cmaggi@cityofclintonmo.gov>
Subject: Fwd: Maintenance bond

Christy Maggi

From: Christy Maggi
Sent: Wednesday, April 8, 2026 8:42 AM
To: 'Christine Stephan'
Subject: RE: Maintenance bond

Christine,

Any luck with getting the signed agreement and the maintenance bond? Our City Clerk is trying to get these documents wrapped up and off her plate.

Thanks,

Christy

Christina A. Maggi
City Administrator
City of Clinton • 105 E. Ohio • Clinton MO 64735
Office: 660-885-6121 • Cell: 660-525-3003 • Fax: 660-885-2023

From: Christine Stephan [mailto:cstephan@redhammerroof.com]
Sent: Thursday, April 2, 2026 11:49 AM
To: Christy Maggi <cmaggi@cityofclintonmo.gov>
Subject: Re: Maintenance bond

The maintenance bond should be on the way. I will get Eric to sign the agreement and send back to you.

Christine

On Thu, Apr 2, 2026 at 8:27 AM Christy Maggi <cmaggi@cityofclintonmo.gov> wrote:

Good morning, Christine. Just following up on the maintenance bond and the contract with a Redhammer signature.

Thanks,

Christy

Christina A. Maggi
City Administrator
City of Clinton • 105 E. Ohio • Clinton MO 64735
Office: 660-885-6121 • Cell: 660-525-3003 • Fax: 660-885-2023

Christy Maggi

From: Christine Stephan <cstephan@redhammerroof.com>
Sent: Friday, April 10, 2026 1:04 PM
To: Christy Maggi
Cc: Eric Lueck
Subject: Maintenance Bond
Attachments: Maintenance Bond.pdf

Christy,

Attached is the maintenance bond. Eric will send you the signed contract. He has it on his list to get over to you.

Have a nice weekend.

Christine

--



Christine Stephan
Director of Business Development
816.985.8220
cstephan@redhammerroof.com
4741 Central St, Ste. 163, KCMO 64112
redhammer ROOFING GROUP

Christy Maggi

From: Christy Maggi
Sent: Thursday, April 23, 2026 11:44 AM
To: 'Christine Stephan'
Subject: RE: Maintenance Bond

Christine,

I have not yet received the signed contract from Eric. Would you please check on it?

Thanks,

Christy

City of Clinton MISSOURI
Christina A. Maggi
City Administrator
City of Clinton • 105 E. Ohio • Clinton MO 64735
Office: 660-885-6121 • Cell: 660-591-0685 • Fax: 660-885-2023

From: Christine Stephan [mailto:cstephan@redhammerroof.com]
Sent: Friday, April 10, 2026 1:04 PM
To: Christy Maggi <cmaggi@cityofclintonmo.gov>
Cc: Eric Lueck <elueck@redhammerroof.com>
Subject: Maintenance Bond

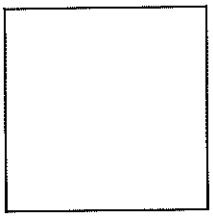
Christy,

Attached is the maintenance bond. Eric will send you the signed contract. He has it on his list to get over to you.

Have a nice weekend.

Christine

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City of Clinton MISSOURI

VENDOR BID

SEALED BIDS TO BE RECEIVED NO LATER THAN:

Thursday, March 20, 2025 at 10:00 AM

Roof Replacement Project – Aquatic Center

Scope of Work

- Remove and dispose of all existing roofing, insulation, and metal coping caps.
- Clean and prep roof decking.
- Provide and install one (1) layer of 40-mil vapor barrier.
- Provide and install two layers of 2.5" rigid insulation (adhered).
- Provide and install 1 layer of ½" HD cover-board (adhered).
- Provide and install 60-mil adhered TPO single-ply roofing system in strict conformance to manufacturer's 20-year, 55 MPH warranty standards and recommendations. Roof work shall comply with all warranty reuirements set forth by manufacturer.
- Flash all walls, curbs, scuppers, drains, penetrations, and pitch pockets with TPO flashing membrane per manufacturer's 20-year specifications and guidelines.
- Provide and install 24-gauge finished metal coping caps on parapet walls.
- Provide and install counter-flashing and/or termination bar where needed.
- Provide 2-year contractor labor warranty.
- Provide 20-year (no dollar limit) warranty on TPO roofing membrane material.
- Bid shall include all labor, materials, equipment and clean-up.

Project Area

- Roof area, as measured by Bidder: 19,000 s.f.

Bid Amount: $251,465.00

Sealed bids, including this signed form, should be sent to the attention of Deborah Nelson and may be: mailed to City of Clinton, 105 E. Ohio Street, Clinton, MO 64735; dropped off at City Hall; emailed to dnelson@cityofclintonmo.com or faxed with a cover sheet to 660-885-2023.
Bids submitted after the deadline will be rejected.

Initials 2RJ

The City of Clinton reserves the right to reject any and all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Clinton to the extent allowable by law.

The undersigned hereby offers to furnish the items as specified at the terms stated above.

SIGNATURE

Name/Company: Eric D. Lueck / Redhammer Roof Group, LLC

Phone #: 816-965-6220 (office) 816-918-3606 (mobile)

Email: elueck@redhammerroof.com

By: _____
(Authorized Representative)

Date: 3/19/2025

Bond 101522692

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Red Hammer Roof Group, LLC

(Name of Contractor)

1417 Jackson Ave., Kansas City, MO 64127

(Address of Contractor)

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

and Merchants National Bonding, Inc.

(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 Two Hundred Fifty-One Thousand Four Hundred Sixty-Five Dollars ($251,465.00) 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.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL, entered into a certain contract with the CITY, dated the 22nd day of April, 20 25, 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 an 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 one(1) counterparts, each one of which shall Number be deemed an original, this the 30th day of May, 2025.

ATTEST:

Red Hammer Roof Group, LLC
Principal

(Principal Secretary)

(SEAL)

By

1417 Jackson Ave.
(Address)
Kansas City, MO 64127

(Witness as to Principal)
1417 Jackson Ave.
(Address)
Kansas City, MO 64127

Merchants National Bonding, Inc.
Surety

ATTEST:

By Samantha Boddicker
Attorney-in- Fact Samantha Boddicker

(Witness to Surety)
6700 Westown Parkway
(Address)
West Des Moines, IA 50266

6700 Westown Parkway
(Address)
West Des Moines, IA 50266

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.

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,

Samantha Boddicker

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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"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 30th day of May , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -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 30th day of May , 2025 , 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, Elisabeth Sandersfeld, 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 30th day of May , 2026 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

Bond 101522692

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

Red Hammer Roof Group, LLC
(Name of Contractor)

1417 Jackson Ave., Kansas City, MO 64127
(Address of Contractor)

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

Merchants National Bonding, Inc.
(Name of Surety)

6700 Westown Parkway, West Des Moines, IA 50266
(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 Two Hundred Fifty-One Thousand Four Hundred Sixty-Five Dollars ($ $251,465.00) 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 22nd day of April, 2025, 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 one(1) counterparts, each one of which shall Number be deemed an original, this the 30th day of May, 2025.

ATTEST:

Red Hammer Roof Group, LLC
Principal

(Principal) Secretary

(SEAL)

By

1417 Jackson Ave.

Kansas City, MO 64127
(Address)

(Witness as to Principal)

1417 Jackson Ave.

Kansas City, MO 64127
(Address)

Merchants National Bonding, Inc.
Surety

ATTEST:

(Witness to Surety)

By
Attorney-in-Fact Samantha Boddicker

6700 Westown Parkway

West Des Moines, IA 50266
(Address)

6700 Westown Parkway

West Des Moines, IA 50266
(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.

Bond 101522692M

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Red Hammer Roof Group, LLC
(Name of Contractor)

1417 Jackson Ave., Kansas City, MO 64127
(Address of Contractor)

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

and Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, IA 50266
(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 Two Hundred Fifty One Thousand Four * Dollars ($251,465.00) 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.

* Hundred Sixty Five and 00/100 Dollars

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, on the 26th day of November, 2025, 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 1 counterparts, each one of which shall Number be deemed an original, this the 2nd day of April, 2026.

ATTEST:

Red Hammer Roof Group, LLC
Principal

(Principal) Secretary

(SEAL)

By

1417 Jackson Ave.

Kansas City, MO 64127
(Address)

(Witness as to Principal)

1417 Jackson Ave., Kansas City, MO 64127
(Address)

Merchants National Bonding, Inc.
Surety

ATTEST:

(Witness to Surety)

By
Cory Clauss, Attorney-in-Fact

4600 S. Ulster Street, Suite 1200
(Address)

4600 S. Ulster Street, Suite 1200
(Address)

Denver, CO 80237

Denver, CO 80237

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.

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, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alejandra G Venegas; Amber Lynn Reese; Cory Clauss; Dana L Gregory; Daniel R Boerboom; David V Bushey; Karl E Fiemke; Kristin L Salazar; Lori M Menichetti; Mary E Hanks; Philip J Monasch; Rita Nicholson; Samantha Boddicker; Samantha Gaffney; Tristin Rosen; Valerie A Roybal

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 By-Laws adopted by the Board of Directors of the Companies.

"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 authority 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 25th day of September , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of September 2025 , 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; 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.

Penni Miller
Commission Number 787552
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elizabeth Sanderfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY 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 2nd day of April , 2026.

Secretary