

CONTRACT DOCUMENTS AND  
TECHNICAL SPECIFICATIONS  
FOR

**BRIDGE REHABILITATION PROJECT  
CACHE ROAD OVER WOLF CREEK  
PROJECT NO. EN2112**

CITY OF LAWTON

COMANCHE COUNTY, OKLAHOMA

SET NO.: \_\_\_\_\_  
DATE: October 28, 2024

PREPARED BY:  
**H.W. LOCHNER, INC.**  
6301 Waterford Blvd, Suite 310  
Oklahoma City, OK 73118  
Certificate of Authorization Number: 6131  
Certificate of Authorization Renewal Date: 06/30/2025

In Coordination with:

City of Lawton  
Engineering Department  
212 SW 9th Street  
Lawton, Oklahoma 73501

**BID SCHEDULE**  
**BRIDGE REHABILITATION**  
**CACHE ROAD OVER WOLF CREEK**  
**PROJECT NO. EN2112**  
**BASE BID**

Bid Proposal Form

**PAY QUANTITIES**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	ODOT 202(D) 2510	UNCLASSIFIED BORROW	CY	100.00	42.40	4240.00
2	ODOT 501(G) 1800	CLSM BACKFILL	CY	40.60	328.00	13,316.80
3	ODOT 502(B) 3320	(PL) FALSEWORK JACKING	LSUM	1.00	16,500.00	16,500.00
4	ODOT 504 5140	HANGERS	EA	10.00	380.00	3,800.00
5	ODOT 504(B) 5300	SAW-CUT GROOVING	SY	405.40	15.40	6,243.16
6	ODOT 504(E) 5500	CONCRETE PARAPET	LF	168.00	226.75	38,094.00
7	ODOT 506(A) 7200	STRUCTURAL STEEL	LB	1,100.00	22.00	24,200.00
8	ODOT 507(B) 8310	WEATHERING STL EXP. BEARING ASSEMBLY	EA	10.00	3,465.00	34,650.00
9	ODOT 509(A) 0210	CLASS AA CONCRETE	CY	119.20	1,830.00	218,136.00
10	ODOT 509(D) 0510	CLASS C CONCRETE	CY	30.00	780.00	23,400.00
11	ODOT 511 2100	MECHANICAL SPLICES	EA	440.00	50.50	22,220.00
12	ODOT 511(A) 2210	REINFORCING STEEL	LB	2,000.00	0.80	1,600.00
13	ODOT 511(B) 2310	EPOXY COATED REINFORCING STEEL	LB	32,960.00	2.00	65,920.00
14	ODOT 512(A) 3200	PAINTING EXISTING STRUCTURES	LSUM	1.00	612,500.00	612,500.00
15	ODOT 512(B) 3300	COLLECTION AND HANDLING OF WASTE	LSUM	1.00	30,500.00	30,500.00
16	ODOT 513(B) 4300	CLASS B BRIDGE DECK REPAIR	SY	116.00	370.00	42,920.00
17	ODOT 513(C) 4400	CLASS C BRIDGE DECK REPAIR	SY	30.00	485.00	14,850.00
18	ODOT 515(A) 7200	WATER REPELLENT (VISUALLY INSPECTED)	SY	644.00	6.00	3,864.00
19	ODOT 517 9110	ELASTOMERIC COATING	SF	1,740.00	24.25	42,195.00
20	ODOT 518(B) 0300	SEALED EXPANSION JOINTS	LF	168.00	470.00	78,960.00
21	ODOT 518(C) 0400	RAPID CURE JOINT SEALANT	LF	167.00	33.75	5,636.25
22	ODOT 520(A) 1200	PREPARATION OF CRACKS, ABOVE WATER	LF	13.00	55.00	715.00
23	ODOT 520(C) 1400	EPOXY RESIN, ABOVE WATER	GAL	1.20	55.00	66.00
24	ODOT 523(C) 3400	DECK AREA SEALED (FLOODCOATS)	SY	1,618.00	18.15	29,366.70
25	ODOT 535 7100	CORROSION INHIBITOR (SURFACE APPLIED)	SY	124.10	49.50	6,142.95
26	ODOT 540 8112	(PL) REPAIR BRIDGE ITEMS	SY	79.30	935.00	74,145.50
27	ODOT 601(A) 1110	TYPE I PLAIN RIPRAP	TON	1,480.00	85.50	126,540.00
28	ODOT 619(B) 6304	REMOVAL OF BRIDGE ITEMS	LSUM	1.00	128,500.00	128,500.00
29	ODOT 641 2100	MOBILIZATION	LSUM	1.00	115,000.00	115,000.00
30	ODOT 642(B) 3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.00	5,500.00	5,500.00
31	ODOT 656(A) 8304	TRAFFIC STRIPE(MULTI-POLY.(16" WIDE)	LF	1,260.00	5.50	6,930.00
32	ODOT 658(A) 0260	PAVE MARKERS CLASS C TYPE 2	EA	6.00	275.00	1,650.00
33	ODOT 877(B) 4300	DELIVER PORTABLE LONGITUDINAL BARRIER	LF	225.00	50.00	11,250.00
34	ODOT 877(C) 4400	RELOCATION OF PORT. LONGITUDINAL BARRIER	LF	675.00	6.00	4,050.00
35	ODOT 880(J) 7110	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00	38,085.00	38,085.00

SUBTOTAL BASE BID ITEMS: \$ 1,851,866.36

BASE BID: 1,851,866.36

\$ 1,851,866.36

TOTAL AMOUNT BASE BID ITEMS IN WORDS:

DOLLARS One Million Eight Hundred Fifty One Thousand Six Hundred Sixty Six dollars and thirty six cents

## CONTRACT

THIS CONTRACT made and entered into this 14<sup>th</sup> day of January, 2024<sup>25</sup>, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and K&R Builders, party of the second part, hereinafter referred to as "CONTRACTOR".

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

**BRIDGE REHABILITATION**  
**CACHE ROAD OVER WOLF CREEK**  
**PROJECT NO. EN2112**

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor for the sum specified in the Contractor's proposal, to wit:

\$ 1,851,666.36 Dollars (\$ ). Said proposal of K&R Builders is incorporated by reference into this contract.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the City Engineer, City Hall, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the City Engineer shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project within **One Hundred Eighty (180) consecutive calendar days**. The Contractor further agrees to pay as liquidated damages, the sum of **Two Thousand Dollars and 00/100 (\$2,000.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contact Documents and Technical Specifications.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

3. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor and subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth provisions of this section.

b. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.

c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

4. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

5. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.

6. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

7. Assignment. This Contract shall not be assigned without the written consent of the CITY.

8. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

9. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

10. Venue. This Contract shall be governed by the laws of the State of Oklahoma.

11. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

K & R Builders, Inc.  
Name of Corporation

By A. K. R.

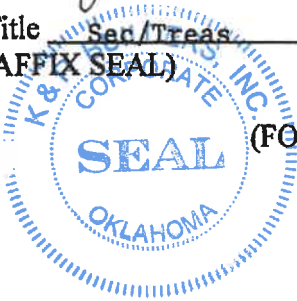
Title President

ATTEST:

[Signature]

Title Sec/Treas

(AFFIX SEAL)



(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

\_\_\_\_\_  
Name of Partnership or Proprietorship

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF COMANCHE }  
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, a member of the partnership/proprietorship \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that \_\_\_\_\_ (he/she) executed the same as \_\_\_\_\_ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
Stan Booker, MAYOR

ATTEST:

\_\_\_\_\_  
Donalynn Blazek-Scherler, CITY CLERK

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
John Andrew, CITY ATTORNEY

I, Rebecca Johnson, Interim Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. \_\_\_\_ for \_\_\_\_\_ (\$ \_\_\_\_\_), and after charging account title **BRIDGE REHABILITATION CACHE ROAD OVER WOLF CREEK PROJECT NO. EN2112** with this encumbrance there is an unencumbered balance in said account of \$ \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Rebecca Johnson, FINANCE DIRECTOR

**PERFORMANCE BOND #100436807**

KNOW ALL MEN BY THESE PRESENTS that

K & R Builders, Inc., PO Box 656, Wheatland, OK 73097 as Principal, and  
(full name and address)

Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, Iowa 50266 as Surety, a  
(full name and address)

corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum

of \*\*One Million Eight Hundred Fifty One Thousand Six Hundred Sixty Six & .36/100\* DOLLARS (\$ 1,851,666.36 ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of January, ~~2024~~<sup>2025</sup>, for

**BRIDGE REHABILITATION**  
**CACHE ROAD OVER WOLF CREEK**  
**PROJECT NO. EN2112**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said Contract, each and every covenant, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and remain in full force and effect.

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



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

Dated this 14th day of January, ~~2024~~ 2025.

Principal:

Surety:

K & R Builders, Inc.  
(Name of Contractor)

Merchants National Bonding, Inc.

By: Gary K. R.  
(Name & Title) GARY K. Rohlmeier  
President

By: Lisa K. Sherman  
Attorney-in-Fact (Affix Seal)  
Lisa K. Sherman



ATTEST:

Gary Rohlmeier  
(Name & Title)  
GARY Rohlmeier  
Sec/Treas



(FOR CORPORATIONS ONLY)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this 14 day of January, ~~2024~~ 2025

Notary: Debbie Bowen My commission expires: 12/11/2027



**STATUTORY BOND #100436807**

KNOW ALL MEN BY THESE PRESENTS that

K &R Builders, Inc., PO Box 656, Wheatland, OK 73097 as Principal, and  
(full name and address)

Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, Iowa 50266 as Surety, a  
(full name and address)

corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

\*\*One Million Eight Hundred Fifty One Thousand Six Hundred Sixty Six & .36/100\* DOLLARS  
(\$ 1,851,666.36) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of January 2025, ~~2024~~ for

**BRIDGE REHABILITATION**  
**CACHE ROAD OVER WOLF CREEK**  
**PROJECT NO. EN2112**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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

Dated this 14th day of January, ~~2024~~ 2025.

Principal:

Surety:

K & R Builders, Inc.  
(Name of Contractor)

Merchants National Bonding, Inc.

By: Gary K. R.  
(Name & Title) GARY K. Rohlmeier  
President

By: Lisa K. Sherman  
Attorney-in-Fact (Affix Seal)  
Lisa K. Sherman



(FOR CORPORATIONS ONLY)

ATTEST:

Gary Rohlmeier  
(Name & Title)  
GARY ROHLMEIER  
Sec/Treas



(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this 14 day of January, ~~2024~~ 2025

Notary: Debbie Nichols My commission expires: 12/11/2024



**MAINTENANCE BOND #100436807**

KNOW ALL MEN BY THESE PRESENTS that

K & R Builders, Inc., PO Box 656, Wheatland, OK 73097 as Principal, and  
(full name and address)

Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, Iowa 50266 as Surety, a  
(full name and address)

corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

\*\*One Million Eight Hundred Fifty One Thousand Six Hundred Sixty Six & .36/100\* DOLLARS (\$ 1,851,666.36 ) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 14th day of January, ~~2024~~<sup>2025</sup>, for

**BRIDGE REHABILITATION**  
**CACHE ROAD OVER WOLF CREEK**  
**PROJECT NO. EN2112**

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety

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

Dated this 14th day of January, ~~2024~~ <sup>2025</sup>

Principal:

K & R Builders, Inc.  
(Name of Contractor)

Surety:

Merchants National Bonding, Inc.

By: Gary K. Rohlmeier  
(Name & Title) GARY K. ROHLMEIER  
President

By: Lisa K. Sherman  
Attorney-in-Fact (Affix Seal)  
Lisa K. Sherman



ATTEST:

Gary Rohlmeier  
(Name & Title)  
GARY ROHLMEIER  
Secretary



(FOR CORPORATIONS ONLY)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this 14 day of January, ~~2024~~ <sup>2025</sup>

Notary: Phyllis Bae My commission expires: 12/11/2027

# 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,

Aaron Hart; Cody M McNeill; John D Rogers Jr; Kyle D Reser; Lisa K Sherman; Todd Triplett; Wendy Hollen; William Michael McNeill

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 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 9th day of October, 2024.



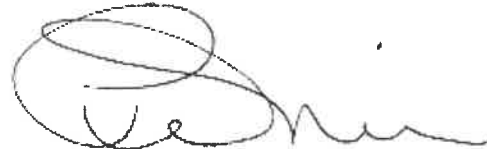
**MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY**

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 9th day of October, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
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 14th day of January, 2025.



  
Secretary

