

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 14th day of May, 2020, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Halbrook Excavating Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2020 SANITARY SEWER REPAIRS

This project includes the following repairs to the sanitary sewer collection mains in various locations within the City of Ankeny:

Drop Connection repair located on SW Arlan Drive between W. First Street and SW 3rd Street consists of the replacement of a deteriorated drop structure into manhole 16I 43, along with any incidental pipe repair.

NW Elm Ln/NW 18th Street Repair consists of pipe replacement/upsizing of an existing 8-inch diameter sanitary sewer to a 10-inch diameter pipe at the drop structure for manhole 13J 124, located at the intersection of NW Elm Lane and NW 18th Street.

SW State Street Sag Fix consists of the replacement of approximately 170 LF of sanitary sewer and two manholes, over existing pipe to eliminate a sag within the sanitary sewer system located just north of SW State Street and SW 9th Street Intersection.

The construction improvements include traffic control, video inspection, establishing and executing a sewage bypassing plan, restoration, cleanup and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Three Hundred Twenty Five Thousand DOLLARS (\$ 325,000.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **October 31, 2020**. Fully complete shall be defined as all construction and restoration completed, any punch list items resolved, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

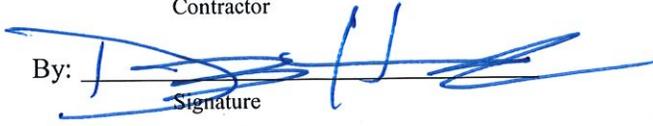
By: _____

(Seal)
ATTEST:

CONTRACTOR:

Halbrook Excavating

Contractor

By: 

Signature

Executive Vice President

Title

4807 SE Rio Ct.

Street Address

Ankeny, IA 50021

City, State, Zip Code

515-289-2506

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 3 1 7 - 1 4 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

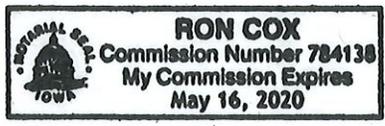
CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 14th day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Halbrook and Tricia Halbrook, to me known, who, being by me duly sworn, did say that they are the Executive Vice President, and Contracts Manager, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that David Halbrook and Tricia Halbrook acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Ron Cox

Notary Public in and for the State of Iowa
My commission expires May 16, 2020



PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

NW 18th Street/NW Elm Ln Drop Structure Repair

| ITEM NO. | ITEM | UNIT | TOTAL | UNIT PRICE | TOTAL PRICE |
|----------|---|------|-------|-------------|--------------|
| | EARTHWORK | | | | |
| 2.10 | Below Grade Excavation | CY | 50 | \$ 15.00 | \$750.00 |
| | TRENCH AND TRENCHLESS CONSTRUCTION | | | | |
| 3.02 | Trench Compaction Testing | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | | | | | |
| | SEWERS AND DRAINS | | | | |
| 4.04 | Sanitary Sewer Gravity Main, Trenched, 10" Diameter | LF | 50 | \$ 225.00 | \$ 11,250.00 |
| 4.31 | Removal of Sanitary Sewer | LF | 50 | \$ 35.00 | \$1,750.00 |
| | STRUCTURES FOR SANITARY & STORM SEWERS | | | | |
| 6.45 | Drop Connection | EA | 1 | \$10,490.00 | \$10,490.00 |
| 6.52 | Connection to existing manhole | EA | 2 | \$ 2,500.00 | \$ 5,000.00 |
| | STREETS & RELATED WORK | | | | |
| 7.17 | Curb and Gutter | LF | 70 | \$ 60.00 | \$4,200.00 |
| 7.32 | Removal of Driveway | SY | 53 | \$10.00 | \$530.00 |
| 7.48 | Driveway, Paved, PCC, Type A, 7" Thick | SY | 144 | \$68.75 | \$9,900.00 |
| 7.59 | Full Depth Patches, PCC, Class C, 9" Thick | SF | 1800 | \$17.55 | \$31,950.00 |
| 7.68 | Curb and Gutter Removal | SY | 43 | \$15.00 | \$645.00 |
| 7.06 | Curb and Gutter, 2.0' Wide, 8" Thick | SY | 46 | \$ 60.00 | \$2,760.00 |
| | TRAFFIC | | | | |
| 8.01 | Traffic Control | LS | 1 | \$45,000.00 | \$45,000.00 |
| 8.02 | Portable Dynamic Message Sign (PDMS) | CDAY | 15 | \$150.00 | \$2,625.00 |

| | | | | | |
|------|--------------------------------------|----|----|-----------|-------------|
| | SITE WORK & LANDSCAPING | | | | |
| 9.01 | Conventional Seeding and Fertilizing | SQ | 41 | \$ 150.00 | \$ 6,150.00 |

TOTAL AMOUNT BID =

\$ 135,000.00

SW Arlan Drive Drop Connection Repair

| ITEM NO. | ITEM | UNIT | TOTAL | UNIT PRICE | TOTAL PRICE |
|----------|--|------|-------|--------------|--------------|
| | EARTHWORK | | | | |
| 2.10 | Below Grade Excavation | CY | 200 | \$ 15.00 | \$ 3,000.00 |
| | TRENCH AND TRENCHLESS CONSTRUCTION | | | | |
| 3.02 | Trench Compaction Testing | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| | SEWERS AND DRAINS | | | | |
| 4.04 | Sanitary Sewer Gravity Main, Trenched, 8" PVC Truss (Incidental with repair) | LF | 20 | \$ 225.00 | \$ 4,500.00 |
| 4.31 | Removal of Sanitary Sewer | LF | 20 | \$ 85.00 | \$ 1,700.00 |
| | STRUCTURES FOR SANITARY & STORM SEWERS | | | | |
| 6.45 | Drop Connection Repair | EA | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | STREETS & RELATED WORK | | | | |
| 7.17 | Sidewalk (3.5' wide), 4" Thick | SY | 15 | \$ 110.00 | \$ 1,650.00 |
| 7.32 | Removal of sidewalk | SY | 15 | \$ 15.00 | \$ 225.00 |
| | TRAFFIC | | | | |
| 8.01 | Traffic Control | LS | 1 | \$ 10,325.00 | \$ 10,325.00 |
| | SITE WORK & LANDSCAPING | | | | |
| 9.01 | Conventional Seeding and Fertilizing | SQ | 144 | \$ 21,600.00 | \$ 21,600.00 |

TOTAL AMOUNT BID =

\$ 55,000.00

SW State Street Sag Repair

| ITEM NO. | ITEM | UNIT | TOTAL | UNIT PRICE | TOTAL PRICE |
|----------|---|------|-------|-------------|--------------|
| | EARTHWORK | | | | |
| 2.10 | Below Grade Excavation | CY | 900 | \$15.00 | \$13,500.00 |
| | TRENCH AND TRENCHLESS CONSTRUCTION | | | | |
| 3.02 | Trench Compaction Testing | LS | 1 | \$ 3,500.00 | \$ 3,500.00 |
| | SEWERS AND DRAINS | | | | |
| 4.04 | Sanitary Sewer Gravity Main, Trenched, 8" Composite PVC (Truss) | LF | 169 | \$ 85.00 | \$ 14,365.00 |
| 4.31 | Cap existing sanitary and fill w/flowable | LS | 1 | \$ 5,500.00 | \$ 5,500.00 |
| 4.111 | Building Sanitary Service Reconnection | EA | 1 | \$8,290.00 | \$ 8,290.00 |
| | STRUCTURES FOR SANITARY & STORM SEWERS | | | | |
| 6.08 | Manhole Type SW-303 (Construct over existing sewer/Doghouse) | EA | 2 | \$ 8,000.00 | \$16,000.00 |
| | STREETS & RELATED WORK | | | | |
| 7.08 | PCC Pavement, 10" Thick (w/CD baskets) | SY | 402 | \$150.00 | \$60,300.00 |
| 7.32 | Removal of Driveway | SY | 53 | \$15.00 | \$795.00 |
| | TRAFFIC | | | | |
| 8.01 | Traffic Control | LS | 1 | \$10,500.00 | \$10,500.00 |
| | SITE WORK & LANDSCAPING | | | | |
| 9.01 | Conventional Seeding and Fertilizing | SQ | 15 | \$ 150.00 | \$2,250.00 |

TOTAL AMOUNT BID =

\$ 135,000.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Halbrook Excavating, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Hundred Twenty Five Thousand and 00/100 DOLLARS (\$ 325,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 14th day of May, 2020, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2020 SANITARY SEWER REPAIRS

This project includes the following repairs to the sanitary sewer collection mains in various locations within the City of Ankeny:

Drop Connection repair located on SW Arlan Drive between W. First Street and SW 3rd Street consists of the replacement of a deteriorated drop structure into manhole 161 43, along with any incidental pipe repair.

NW Elm Ln/NW 18th Street Repair consists of pipe replacement/upsizing of an existing 8-inch diameter sanitary sewer to a 10-inch diameter pipe at the drop structure for manhole 13J 124, located at the intersection of NW Elm Lane and NW 18th Street.

SW State Street Sag Fix consists of the replacement of approximately 170 LF of sanitary sewer and two manholes, over existing pipe to eliminate a sag within the sanitary sewer system located just north of SW State Street and SW 9th Street Intersection.

The construction improvements include traffic control, video inspection, establishing and executing a sewage bypassing plan, restoration, cleanup and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its

subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney’s fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 14th day of May, 2020.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Halbrook Excavating, Inc.

Contractor

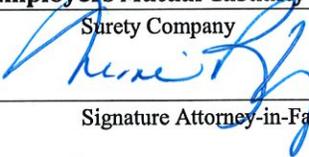
By: 
Signature

BYEL, V. P.
Title

SURETY:

Employers Mutual Casualty Company

Surety Company

By: 
Signature Attorney-in-Fact Officer & IA Resident Agent

Dione R. Young

Printed Name of Attorney-in-Fact Officer & IA Resident Agent

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate of Power or Attorney accompanying this Bond.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, STACY VENN, DIONE R. YOUNG, SHIRLEY S BARTENHAGEN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

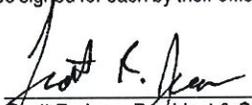
The authority hereby granted shall expire October 10th, 2022, unless sooner revoked.

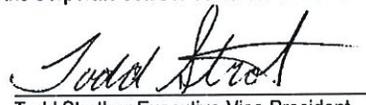
AUTHORITY FOR POWER OF ATTORNEY

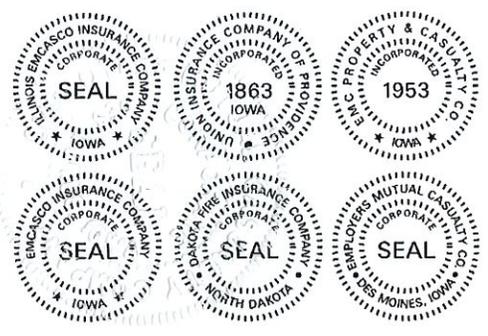
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.


 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

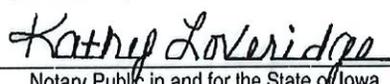

 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

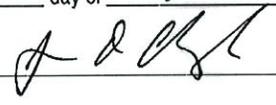



 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of May, 2020.


 Vice President