



City Hall, 215 Sycamore St.  
Muscatine, IA 52761-3840  
(563) 262-4141  
Fax (563) 262-4142

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COMMUNITY DEVELOPMENT

MEMORANDUM

Planning,  
Zoning,  
Building Safety,  
Construction Inspection Services,  
Public Health,  
Housing Inspections,  
Code Enforcement

**To:** Mayor and City Council Members  
**From:** Jodi Royal-Goodwin, Community Development Director  
**Cc:** Gregg Mandsager, City Administrator  
**Date:** September 19, 2019  
**Re:** **Resolution Approving Contract and Bond for the Airport Hangar and Apron Construction Project**

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**INTRODUCTION:** In 2017 the City of Muscatine received a grant from the Iowa Department of Transportation (IDOT) for the construction of hangars and associated apron at the Muscatine Municipal Airport. Bolton & Menk developed plans and specifications to be used in the bidding and construction process, and a contract was awarded to SG Construction. At this time staff is recommending Council approve the resolution to approve the contract and bond for SG Construction.

**BACKGROUND:** The City of Muscatine and the Airport Advisory Commission have been working for several years to develop additional hangar space at the Muscatine Municipal Airport. The Airport currently has 20 T-hangars that were built approximately 50 years ago, and there have been no vacancies in the past decade. As soon as a hangar becomes available, a tenant is identified and lease executed. There is currently a wait list of 17 and 11 pilots requesting a hangar upgrade.

In November 2016 City Council approved a professional services agreement with Bolton & Menk for engineering and construction services at the Airport from November 2016 through November 2021. A work order was also issued in November 2016 under this contract for the design and construction of 4 T-hangars and associated taxiway and apron improvements. The expansion of the hangars was adopted as part of the 5-Year Capital Improvement Program. Under this contract an application for vertical infrastructure (hangars) was submitted to IDOT, an option that had been unavailable for a number of years.

In November 2017 Council accepted two grants from IDOT. These grants included funds for:

- The construction of 4 T-hangars with up to 44% of the eligible project costs, not to exceed \$150,000, covered; and
- An apron expansion for up to 85% of eligible project costs not to exceed \$203,567.

In July 2018 Work Orders 2 and 3 were approved for design and construction services for 4 corporate (box) hangars and associated apron and taxiway extensions. Additional funding for

this project was anticipated to be available from private entities who would execute long-term land leases of the facilities. Unfortunately, Federal Aviation Administration regulations prevent such long-term leases and the commercial hangars were determined infeasible.

At the February meeting of the Airport Advisory Commission there was significant interest in pursuing box hangars rather than additional T-hangars utilizing the available grant funding. Staff requested Bolton & Menk provide a cost estimate for the construction of 5 box hangars. The total estimated construction costs for this project was \$512,600, compared to \$499,900 for the original 4 T-hangar design. Also in February staff received grant amendments extending grant period giving the City until fall 2019 to execute appropriate construction contracts. Bolton & Menk confirmed with IDOT the proposed project would be approved.

As discussed at the April 4 meeting of the City Council, there is currently \$177,583 available for this project and City council concurred with the staff proposal to use \$400,000 in proceeds from the 2020 bond issue to fully fund the balance of the project costs. State grant funds and proceeds from the City's May 2018 bond issue will fund the estimated costs for the Apron Expansion Project.

At their April 18 meeting, City Council approved Addendum Number 1 to the Professional Services Contract with Bolton & Menk for the Design and Construction of Hangars for Hangar Row 4 and use of bond proceeds for the local share of design and construction costs.

Following a request for bids, a contract was awarded to SG Construction for the base bid and Alternate B (3 hangars with gas service stubbed) in the amount of \$641,854.22. In addition to the grant funding, this will include \$27,583 from the 2018 bond issuance and approximately \$325,000 from the 2020 bond issuance.

**RECOMMENDATION:** Staff recommends approval of the resolution to approve the contract and bond for SG Construction.

#### **Supporting Documents**

1. Resolution
2. Contract
3. Bond

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING CONTRACT AND BOND FOR  
AIRPORT HANGAR AND APRON CONSTRUCTION PROJECT**

WHEREAS, this Council has awarded the contract for the Airport Hangar and Apron Construction Project to SG Construction dated the 19<sup>th</sup> day of September, 2019, in the amount of \$641,854.22; and

WHEREAS, this Council has authorized and directed the Mayor and City Clerk to enter into a written contract for this project with said contractor, subject to final approval by this City Council

WHEREAS, the contract and bond has been examined by this Council;

NOW, THEREFORE, BE IT RESOLVED that:

1. The above contract between the City of Muscatine and SG Construction dated this 19<sup>th</sup> day of September, 2019, in the amount of \$641,854.22, is approved.
2. The performance bond accompanying said contract, where SG Construction appears as principal and United Fire & Casualty Company appears as surety, is approved.

The original executed contract and performance bond shall be placed on file in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 19<sup>th</sup> DAY OF September, 2019

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

---

Diana Broderson, Mayor

ATTEST

---

Gregg Mandsager, City Administrator

## CONTRACT

### CONSTRUCT 3-UNIT BOX HANGAR, TAXILANE & APRON Muscatine Municipal Airport Muscatine, Iowa

THIS CONTRACT, made and entered into at the Muscatine Municipal Airport, this 19th day of August, 2019, by and between the City of Muscatine, Iowa hereinafter called the "Jurisdiction", and S.G. Construction Company, of West Burlington, Iowa, hereinafter called the "Contractor".

#### WITNESSETH:

The Contractor hereby agrees to complete the work comprising the "Construct 3-Unit Box Hangar, Taxilane & Apron" project, as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Community Development Coordinator, City of Muscatine, Iowa, 215 Sycamore Street, Muscatine, Iowa, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2019 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. 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 and Quantities 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:

**PROJECT DESCRIPTION:** Construct a hangar facility consisting of (Base Bid) three (3) bays, one of size 50' x 70', with a powered bi-fold door of 60' x 18', and two (2) each of nominal size of 45' x 35', and each with a powered bi-fold door of 45' wide by 16' high. Each hangar bay shall include electrical service, lighting, a PCC floor, and will be insulated. An additional two (2) bays (of the smaller size listed above) will be bid as a Bid Alternate. Also, construct pavement for taxilanes and aprons for access to all three hangar bays. Includes drainage improvements, paving, pavement marking. Site work for Base Bid includes the following approximate quantities: 625 CY Unclassified Excavation and Topsoil, 1,535 SY Granular Base and PCC Pavement, and 0.3 Acre Seeding and Fertilizing.

**This Contract shall include the Base Bid and Bid Alternate "B" only. Bid Alternates "A" and "C" are not included in the scope of this contract.**

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred Forty-One Thousand, Eight Hundred Fifty-Four and 22/100 Dollars (\$641,854.22), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before July 31, 2020; and to pay liquidated damages for noncompliance with said completion provisions at a rate of Two Hundred Fifty Dollars (\$250.00) for each calendar day that the work remains incomplete.

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

JURISDICTION: City of Muscatine, Iowa

CONTRACTOR:

By \_\_\_\_\_

  
\_\_\_\_\_

(Seal)  
ATTEST:

By Paul Zaugg, Vice President  
Contractor's Contact Name  
Contractor's Title

\_\_\_\_\_  
Jodi Royal-Goodwin  
Director of Community Development

S.G. Construction Company  
\_\_\_\_\_

2204 West Mt. Pleasant Street  
Street Address

West Burlington, IA 52655  
City, State, Zip Code

(319) 752-7154  
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. **All Contractors:** The Contractor shall enter its Public Registration No. C088639 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 department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. 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 be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional 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 Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

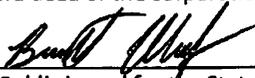
Bond No. 54227412  
 Name of Surety United Fire & Casualty Company

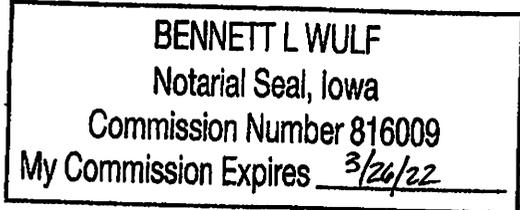
NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa )  
 ) SS  
Des Moines County )

On this 28th day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ron Massner and Paul Zaugg, to me known, who, being by me duly affirmed, did say that they are the President and Vice President, 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 Bennett Wulf and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

  
 \_\_\_\_\_  
 Notary Public in and for the State of Iowa  
 My commission expires March 26 20, 22



CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

<b>BASE BID ITEMS AND QUANTITIES</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>APPROX. QUANTITY</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	TOPSOIL, ON-SITE	CY	525	\$15.24	\$8,001.00
2	EXCAVATION, CLASS 13	CY	100	\$28.75	\$2,875.00
3	SUBGRADE PREPARATION	SY	1618	\$3.05	\$4,934.90
4	SUBBASE, MODIFIED	SY	1618	\$9.43	\$15,257.74
5	STORM SEWER, TRENCHED, PVC, 8"	LF	225	\$65.61	\$14,762.25
6	STORM SEWER, TRENCHED, RCP, 12"	LF	52	\$62.77	\$3,264.04
7	STORM SEWER, TRENCHED, RCP, 15"	LF	119	\$64.86	\$7,718.34
8	INTAKE, SW-502	EA	1	\$3,634.00	\$3,634.00
9	PAVEMENT, PCC, 6-INCH	SY	1535	\$48.10	\$73,833.50
10	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.3	\$5,941.67	\$1,782.50
11	SILT FENCE OR SILT FENCE DITCH CHECK	LF	500	\$2.30	\$1,150.00
12	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	500	\$1.15	\$575.00
13	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	500	\$1.15	\$575.00
14	CONSTRUCTION SURVEY	LS	1	\$2,875.00	\$2,875.00
15	MOBILIZATION	LS	1	\$10,867.50	\$10,867.50
16	PAVEMENT MARKING, SOLID YELLOW, WITH BEADS	SF	153	\$9.40	\$1,438.20
17	PAVEMENT MARKING, BLACK OUTLINE, NO BEADS	SF	306	\$4.70	\$1,438.20
18	HANGAR, 3-BAY, 70' X 95' COMPLETE	LS	1	\$459,312.30	\$459,312.30
19	ELECTRICAL SERVICE EXTENSION	LS	1	\$17,825.00	\$17,825.00
<b>TOTAL BASE BID AMOUNT \$</b>					<b>\$632,119.47</b>

<b>BID ALTERNATE "B" ITEMS AND QUANTITIES</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>APPROX. QUANTITY</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
B1	EXTEND GAS SERVICE TO HANGARS	LS	1	\$9,734.75	\$9,734.75
<b>TOTAL BID ALTERNATE "B" AMOUNT \$</b>					<b>\$9,734.75</b>

<b>TOTAL BASE BID PLUS ALTERNATE PRICE:</b>	<b>\$641,854.22</b>
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**PERFORMANCE, PAYMENT AND MAINTENANCE BOND****CONSTRUCT 3-UNIT BOX HANGAR, TAXILANE & APRON**Muscatine Municipal Airport  
Muscatine, Iowa

## KNOW ALL BY THESE PRESENTS:

That we, S.G. Construction Co., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company, as Surety are held and firmly bound unto City of Muscatine, IA, as Obligee (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 Six Hundred Forty-one Thousand Eight Hundred Fifty-four and 22/100THS DOLLARS (\$ 641,854.22), 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**PROJECT DESCRIPTION:** Construct a hangar facility consisting of (Base Bid) three (3) bays, one of size 50' x 70', with a powered bi-fold door of 60' x 18', and two (2) each of nominal size of 45' x 35', and each with a powered bi-fold door of 45' wide by 16' high. Each hangar bay shall include electrical service, lighting, a PCC floor, and will be insulated. An additional two (2) bays (of the smaller size listed above) will be bid as a Bid Alternate. Also, construct pavement for taxilanes and aprons for access to all three hangar bays. Includes drainage improvements, paving, pavement marking. Site work for Base Bid includes the following approximate quantities: 625 CY Unclassified Excavation and Topsoil, 1,535 SY Granular Base and PCC Pavement, and 0.3 Acre Seeding and Fertilizing.

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. Provided; however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

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:

**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 of 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.

**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, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

**MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract within the of 2-year period for utility work, and 4-year period for paving, 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;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay 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.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

**GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

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 of the total contract price, and that this bond shall then be released as to such excess increase; and

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.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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.

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, attorneys 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 Muscatine 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 therefor 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 or actions or not.

**NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all 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 work, 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.**

Project No. \_\_\_\_\_

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 27th day of August, 2019.

Surety Countersigned By:

Not Required

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

\_\_\_\_\_  
Name of Resident Commission Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

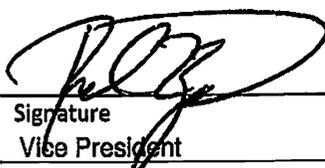
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

PRINCIPAL:

S. G. Construction Co.

Contractor

By: 

Signature

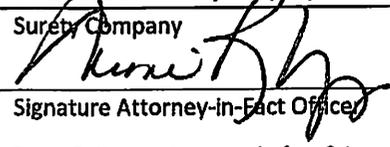
Vice President

\_\_\_\_\_  
Title

SURETY:

United Fire & Casualty Company

Surety Company

By: 

Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-fact & Iowa Resident Agent

\_\_\_\_\_  
Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

\_\_\_\_\_  
Company Address

Waukee, Iowa 50263

\_\_\_\_\_  
City, State, Zip Code

(515) 223-6800

\_\_\_\_\_  
Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint **CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY BARTENHAGEN, DIONE R. YOUNG, KEVIN J. KNUTSON, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SYDNEY BURNETT, EACH INDIVIDUALLY**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15<sup>th</sup> day of January, 2014



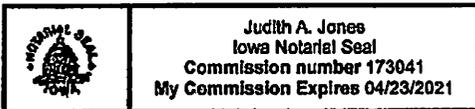
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 15<sup>th</sup> day of January, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

*Judith A. Jones*



Notary Public  
 My commission expires: 04/23/2021

I, Mary A. Bertsch, Assistant Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 27th day of August, 2019.



By: *Mary A. Bertsch*

Assistant Secretary,  
 UF&C & UF&I & FPIC

