

**PUBLIC IMPROVEMENT CONTRACT**  
SECTION 00500

**2015 ASPHALT OVERLAY ACCESS RAMP PROJECT THREE**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 16th day of June, 2015 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Midwest Concrete, Inc. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**CONTRACTOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for the 2015 Asphalt Overlay Access Ramp Project Three (Project).
2. CONTRACT DOCUMENTS
  - A. The Contract Documents consist of the following:
    8. Project Title Page (Section 00100).
    9. Project Directory Page (Section 00101).
    10. This Public Improvement Contract (Section 00500).
    11. Performance, Payment, and Maintenance Bond (Section 00600).
    12. Out-of-State Contractor Bond (Section 00610).
    13. Other Bonds:
      - a. \_\_\_\_ (Bond Name) \_\_\_\_ (pages \_\_ to \_\_ , inclusive).
      - b. \_\_\_\_ (Bond Name) \_\_\_\_ (pages \_\_ to \_\_ , inclusive).
      - c. \_\_\_\_ (Bond Name) \_\_\_\_ (pages \_\_ to \_\_ , inclusive).
    14. The Iowa Statewide Urban Design And Specifications (SUDAS) 2015 Edition.
    15. CITY OF DUBUQUE Supplemental Specifications 2015 Edition.
    16. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
    17. Special Provisions included in the project Contract Document Manual.
    18. Drawings –Sheet No. \_\_\_\_ through No. \_\_\_\_ (00 pages) or drawings consisting of sheets bearing the following general title:  
Special Provisions (attached) and intersection aerial photos (attached)
  - B. 

---

    19. Addenda (numbers \_\_ to \_\_ , inclusive).
    20. Insurance Provisions and Requirements (Section 00700).
    21. Sales Tax Exemption Certificate (Section 00750).
    22. Site Condition Information (Section 00775).
    23. Construction Schedule and Agreed Cost of Delay (Section 00800).

24. Erosion Control Certificate (Section 00900).
25. Consent Decree (Section 01000).
26. Other Project Information and Permits (Section 01100).
27. Exhibits to this Contract (enumerated as follows):
  - a. Contractor's Bid (pages \_\_ to \_\_, inclusive).
  - b. Bidder Status Form (Section 00460).
  - c. Contractor Background Information Form (Section 00471)
  - d. The following documentation that must be submitted by Contractor prior to Notice of Award.
    - i. NA
    - ii. NA
    - iii. NA
    - e. None.
28. The following which may be delivered or issued on or after the Effective Date of the Agreement:
  - a. Notice to Proceed (Section 00850).
  - b. Project Certification Page (Section 00102).
  - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully

SECTION 00500

Page 3 of 6

paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
  - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

- B. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, if applicable, and related labor requirements and regulations and the Federal Wage Determination for this Project.
- C. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

**CONSENT DECREE  
RELATING TO THE PROJECT**

14.  THIS CONTRACTOR IS PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

           CITY            CONTRACTOR

- THIS CONTRACTOR IS NOT PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any

documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

**CERTIFICATION BY CONTRACTOR**

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

**CONTRACTOR:**

Midwest Concrete Inc  
Contractor

By: Ryan Coates  
Signature

Ryan Coates  
Printed Name

President  
Title

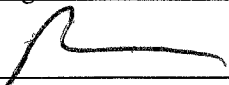
6-19-15  
Date

**THE CITY AGREES:**


15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 97,650.38

**CITY OF DUBUQUE, IOWA:**

City Manager's Office  
Department  
By:   
Signature  
Michael C. Van Milligen  
Printed Name  
City Manager  
Title  
6/30/15  
Date

**CONTRACTOR:**

Midwest Concrete Inc  
Contractor  
By:   
Signature  
Ryan Coates  
Printed Name  
President  
Title  
6-19-15  
Date

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**  
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Midwest Concrete, Inc., as  
Principal (hereinafter the "Contractor" or "Principal") and West Bend Mutual Insurance, as  
Company, as Surety are held and firmly bound unto the  
City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who  
may be injured by any breach of any of the conditions of this Bond in the penal sum of  
Ninety-seven thousand six hundred fifty dollars and thirty -eight cents  
(\$ 97,650.38 ), 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 Owner, bearing date the 19th day of June, 2015,  
(hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the  
following project in accordance with the Contract Documents, 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. The Contract Documents for  
Asphalt Overlay Access Ramps Project One Project detail the following described improvements:

Saint Anne Drive / Clarke Drive Area Access Ramps CIP # 3001227

Removal, realignment, and reconstruction of 37 corner access ramps associated with  
the 2015 Asphalt Overlay Access Ramps Project Three.

- \* Saint Anne Drive & Ridge Road Southeast corner; install ramp perpendicular to Saint Anne Drive
- Saint Anne Drive & Tyler Road Northeast corner; install ramp perpendicular to Tyler Road
- Saint Anne Drive & Tyler Road Northwest corner; install dual ramp perpendicular to Tyler Road and to Saint Anne Drive
- Saint Anne Drive & Tyler Road Southwest; install ramp perpendicular to Saint Anne Drive.
- \* Saint Anne Drive & Carter Road Southwest and Southeast corners; install ramps perpendicular to Saint Anne Drive
- \* Saint Anne Drive & Carter Road Northwest and Northeast corners; install dual ramps perpendicular to Saint Anne Drive and to Carter Road.
- Saint Anne Drive & Horizon Court Southwest and Southeast corners; install ramps perpendicular to Horizon Court.
- \* Saint Anne Drive & Churchill Drive Southwest and Southeast corners; install ramps perpendicular to Churchill Drive.

- Churchill Drive & Eden Lane (north) Northwest and Southwest corners; install ramps perpendicular to Eden Lane.
- Churchill Drive & Eden Lane (south) Northwest and Southwest corners; install ramps perpendicular to Eden Lane.
- Churchill Drive & Pennsylvania Avenue Northeast and Northwest Corners; install ramps perpendicular to Churchill Drive.
- Clarke Drive and Asbury Road Northeast and Northwest corners; install ramps perpendicular to Clarke Drive.
- Clarke Drive and Bunker Hill Road Northwest and Southwest corners; install ramps perpendicular to Bunker Hill Road.
- Clarke Drive and Bunker Hill road Northeast and Southeast corners; install dual ramps perpendicular to Clarke Drive and to Bunker Hill Road.
- Clarke Drive & Saint Ambrose Street Northwest and Southwest corners; install ramps perpendicular to Saint Ambrose Street.
- Clarke Drive & Saint Ambrose Street Northeast corner; install dual ramp perpendicular to Clarke Drive and Saint Ambrose Street.
- Clarke Drive & Saint Ambrose Street island; remove existing ramp (north side) and replace with ramps perpendicular to Saint Ambrose Street and Clarke Drive.
- Clarke Drive & Saint Ambrose Street Island; reconstruct ramps at right turn lane.

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 project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner 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 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 the Owner 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



**SECTION 00600**

Page 3 of 5

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 Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner 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 Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

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 authorized in approved change orders to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders 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;
  - 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.

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

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) 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 Owner 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 Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner 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 Owner 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 Owner incurs any "outlay and expense" in defending itself against 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 Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner 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 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

SECTION 00600

Page 5 of 5

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. 3001227

Witness our hands, in triplicate, this 19th day of June, 2015.

SURETY COUNTERSIGNED BY:

Brittany Rojehmann  
Signature of Agent  
Brittany Rojehmann

Printed Name of Agent

500 Iowa Street

Company Address

Dubuque IA 52001

City, State, Zip Code

563-556-5441

Company Telephone Number

PRINCIPAL:

Midwest Concrete, Inc.

Contractor

By: Ryan Coates  
Signature

Ryan Coates

Printed Name

Owner

Title

NOTE:

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

==== END OF SECTION 00600 ====

FORM APPROVED BY:

[Signature]  
Representative for Owner

SURETY:

West Bend Mutual Insurance Company

Surety Company

By: Kim Hess  
Signature Attorney-in-Fact Officer

Kim Hess

Printed Name of Attorney-in-Fact Officer

TRICOR Insurance

Company Name

500 Iowa Street

Company Address

Dubuque IA 52001

City, State, Zip Code

563-556-5441

Company Telephone Number



2288455

### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

KIM HESS

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

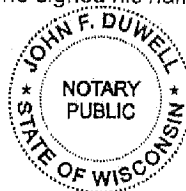
James J. Pauly  
James J. Pauly  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19 day of June, 2015



Dale J. Kent  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer