



Contract Bond

BOND NO. S052426

| Local Public Agency   |   | County                            | Street Name/Road Name  | Section Number                  |  |  |  |  |  |
|-----------------------|---|-----------------------------------|--|---------------------------------|--|--|--|--|--|
| Drummer Road District |   | Ford                              |  | 25-04000-01-GM                  |  |  |  |  |  |
| Bond infor            | rmation to be returned to                                   | o Local Public Agency at 305 N H  | lighway 54 Roberts IL 60962<br>Complete Add                  |                                 |  |  |  |  |  |
| We,                   | e, Gray's Material Service 834 East Second Gilman, IL 60938 |                                   |  |                                 |  |  |  |  |  |
|                       |   | Contractor's                      | Name and Address   |                                 |  |  |  |  |  |
| a/an Part             | tnership  | _ organized under the laws of the | er the laws of the State of Illinois as PRINCIPAL, and State |                                 |  |  |  |  |  |
|                       | Employers M   |                                   | Box 712 Des Moines IA 503<br>ne and Address                  | 06                              |  |  |  |  |  |
| as SURET              | FY, are held and firmly b                                   | bound unto the above Local Public | Agency (thereafter referred to as "I                         | _PA") in the penal sum of       |  |  |  |  |  |
| Two Hund              | dred Eighty Two Thousa                                      | and Two Hundred Sixty Three Doll  | ars & 00/100   |                                 |  |  |  |  |  |
| Dollars (             | \$282 263 00  | ) lawful money of the United Sta  | tes to be paid to said LPA the pay                           | ment of which we hind ourselves |  |  |  |  |  |

Dollars (\_\_\_\$282,263,00\_\_\_\_\_) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective

DDINCIDA

| agents this | 6th day of | May 2025 |                |  |
|-------------|------------|----------|----------------|--|
|             | Day        | Day      | Month and Year |  |

| PRINCI                  | IPAL                    |  |  |
|-------------------------|-------------------------|--|--|
| Company Name            | Company Name            |  |  |
| Gray's Material Service | Grays Material Service  |  |  |
| Ву                      | Ву                      |  |  |
| Signature & Date        | Signature & Date        |  |  |
| Kyh J 5-6-25            | Attest 5/6/25           |  |  |
| Attest /                | Signature & Date        |  |  |
| Signature & Date        | Healthie Wetter 5/10/25 |  |  |

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

| e 2  |   |   |   |   |
|--|---|---|---|---|
| STATE OF IL  |   |   |   |   |
| COUNTY OF  | _   |   |   |   |
| I, Catherine L Ater  | , a No  | tary Public in and fo                     | r said county, do hereby certif   | y that  |
| Notary Name  |   |   |   |   |
|  | Aron VVagne<br>Insert name of Individe  | er and Kyle Gray                          | If of PRINCIPAL   |   |
| who is/are each personally known<br>of PRINCIPAL, appeared before r<br>instrument freely and voluntarily for | n to me to be the same perso<br>me this day in person and ac  | n(s) whose name(s)<br>knowledged respect  | is/are subscribed to the foreg  |   |
| Given under my hand and no   | tarial seal this <u>6th</u><br>Day  | day of May 20<br>Month,                   | Year  |   |
| ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~   | A de de de de de de   | may                                       | Notary Public Signature &   |   |
| (SEAL)   | CATHERINE LATE<br>NOTARY PUBLIC, NOTARY S<br>STATE OF ILLINOIS, MACON CI<br>COMMISSION # 894369<br>MY COMMISSION EXPIRES: MAY 0 | SEAL<br>OUNTY                             | Date commission expir   | 5-6-25  |
| 6  | MY COMMISSION EXPIRES. MAT U  | 1,2021                                    |   | and and the formation of the second se |
|  |   | SURETY                                    | / /4 -  |   |
| Name of Surety   |   | Title                                     | Attorney in Fact  |   |
| Employers Mutual Casualty  | Company   | By:                                       | 1   |   |
|  |   |   |   | MungUAL / F   |
| OTATE OF I   |   |   |   | STE TE  |
| STATE OF IL<br>COUNTY OF MACON   |   |   |   | TO NO P   |
|  | -   |   | · · · · · · · · · · · · · · · · · · ·   | 28 45 5   |
| I, Catherine L Ater<br>Notary Nam  |   | tary Public in and fo                     | r said county, do hereby certif   | y that 2 . 3 . S. NO.   |
|  | James D N   | -   |   | CHAIL THE MAN   |
| who is/are each personally knowr<br>of SURETY, appeared before me<br>freely and voluntarily for the uses     | this day in person and acknow   | n(s) whose name(s)<br>owledged respective | is/are subscribed to the foreg  | oing instrument on behalf<br>d delivered said instrument  |
| Given under my hand and no   | tarial seal this <u>6th</u><br>Day  | day of May 2025<br>Month,                 |   |   |
| (SEAL)   | CATHERINE L AT<br>NOTARY PUBLIC, NOTAR'<br>STATE OF ILLINOIS, MACON<br>COMMISSION # 8943<br>MY COMMISSION EXPIRES: MAN          | Y SEAL<br>COUNTY<br>69                    | Date commission expire  | e Aatel<br>5-6-25   |
| Approved this day day  | of Jule, 2025<br>Month, Year  | -   |   |   |
| Attest:  |   |   |   |   |
| Villege County<br>Local Public Agency Type   | Clerk   | Villag                                    | Authority<br>Oresident County<br>Authority Signature & Date<br>Authority Authority Signature & Date | Board<br>6/9/25   |
| Completed 03/06/23   | - Annana<br>Annana  | Page 2 of 2                               |   | BLR 12321 (Rev. 01/19/23)   |
|  | al Canton   |   |   |   |

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:

James D Morgason

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

Number

**GRAY'S MATERIAL SERVICE** 

**Obligee:** Ford County

S052426

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.

## 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 22nd day of September , 2022 .

Seals Scott R. Jean, President & CEO Todd Strother, Executive Vice President INSI COMP of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6 Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6 1863 1953 IOWA · · · · · · · \* IONA On this 22nd day of September , 2022 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, ........ ........ NSURANC TUA 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 JEAL STATES SEAL SEAL 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 "H DAN \*\*\*\*\*\*\* 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. October 10, 2025. Kathy Loveridges Notary Public in and for the State of Nova KATHY LOVERIDGE My Commission Expires October 10, 2025 mmission Number 780769 ommis October 10, 2025 CERTIFICATE I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by Boch withe Companies, this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect. May 6th In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_ day of ma

7851 (9-22)

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

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Vice President