



10

WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Bridge Replacement
Project No. L-B(C274)--73-97 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Matthew Ung, Marty Pottebaum, Keith Radig, Rocky De Witt, and Justin Wright, Contracting Authority, and Prahm Construction Slayton, MN, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Five Hundred Thirteen Thousand One Hundred Twenty and 22/100 (\$513,120.22)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
Project: L-B(C274)--73-97 Group 1				
1.	Clearing and Grubbing	0.50 Acres	\$1,500.00	\$ 750.00
2.	Embankment-In-Place	5,282 C.Y.	6.15	32,484.30
3.	Excavation Class 10 Roadway	18 C.Y.	22.20	399.60
4.	Excavation Class 13 Waste	5 C.Y.	79.50	397.50
5.	Excavation Class 10 Channel	2,350 C.Y.	5.95	13,982.50
6.	Granular Surfacing on Road, Crushed Concrete	375 Ton	20.75	7,781.25
7.	Removal of Existing Bridge	1 L.S.	34,540.00	34,540.00
8.	Excavation, Class 20	103 C.Y.	79.00	8,137.00
9.	Structural Concrete (Bridge)	227.6 C.Y.	585.00	133,146.00
10.	Reinforcing Steel	102 Lbs	3.00	306.00
11.	Reinforcing Steel, Epoxy Coated	59,173 Lbs	1.09	64,498.57
12.	Concrete Open Railing, TL-4	222 L.F.	81.00	17,982.00
13.	Culvert, Corrugated Metal Roadway Pipe, 24" Dia	270 L.F.	57.00	15,390.00
14.	Piles, Steel, HP 10x42	1,960 L.F.	36.75	72,030.00
15.	Concrete Encasement of Steel H-Pile HP 10x42 P10L Type 3	252 L.F.	99.00	24,948.00
16.	Gate, Outlet Control, Flap, 24" Diameter	2 Each	450.00	900.00
17.	Steel Beam Guardrail Barrier Transition Section, BA-221	4 Each	1,000.00	4,000.00
18.	Steel Beam Guardrail End Anchor, Bolted	4 Each	100.00	400.00
19.	Steel Beam Guardrail Tangent End Terminal, BA-225	4 Each	2,500.00	10,000.00
20.	Engineering Fabric	550 S.Y.	2.00	1,100.00
21.	Revetment, Class E	670 Ton	43.25	28,977.50
22.	Safety Closure	2 Each	125.00	250.00
23.	Traffic Control	1 L.S.	2,250.00	2,250.00
24.	Mobilization	1 L.S.	31,170.00	31,170.00
25.	Mulching	0.50 Acre	4,500.00	2,250.00
26.	Seeding and Fertilizing (Rural)	0.50 Acre	4,500.00	2,250.00
27.	Silt Fence	800 L.F.	3.50	2,800.00

TOTAL BID **\$513,120.22**

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of September 24, 2020

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-B(C274)--73-97 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		April 1, 2020	60

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the

_____ day of _____, 20____

Approved:
By [Signature]
Contractor: Prahm Construction

By [Signature]
Contracting Authority: Woodbury County Board Chairperson

Date Nov. 2, 2020

Date _____



IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 9176331Contract I.D.: L-B(C274)--73-97County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Prahm Construction Inc.

of

1294 180th Avenue, Slayton, MN 56172*(hereinafter called the Principal) and***Fidelity and Deposit Company of Maryland**

of

1299 Zurich Way, Schaumburg, IL 60196-1056*(hereinafter called the Surety) are held and firmly bound unto the***Board of Supervisors of Woodbury County***(Iowa DOT, County, or City name, etc.)**(hereinafter called the Contracting Authority) Iowa, in the sum of***Five Hundred Thirteen Thousand One Hundred Twenty And 22/100** dollars(\$ \$513,120.22),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

Bridge Replacement on Jewel Ave from 110th to 120th, Project No. L-B(C274)--73-97, Woodbury County, IA

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties 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.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is 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 is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IOWADOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 9176331

Contract I.D.: L-B(C274)--73-97

County: Woodbury

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2 day of November, 2020

Prahm Construction Inc.

Fidelity and Deposit Company of Maryland

By: [Signature] Principal
Matt Prahm Title
President

By: [Signature] Surety
Grace Rasmussen Title
Attorney-in-Fact

Address: 1299 Zurich Way, Schaumburg, IL 60196-1056

By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

Address: _____

By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of Woodbury County,
this _____ day of _____,
[Signature] Signature _____ Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____,
(Contracting Authority)
this _____ day of _____,

Signature _____ Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Grace RASMUSSEN, Jaime KANGAS, Greg KRIER and Nancy DENEUI, all of Sioux Falls, South Dakota, EACH**, its true and lawful agent and Attorney-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 and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of January, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 6th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577