



## WOODBURY COUNTY, IOWA CONTRACT

11d  
6/11/19

Kind of Work Bridge Replacement  
Project No. L-B(C160)-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: Keith Radig, Rocky De Witt, Marty Pottebaum, Jeremy Taylor and Matthew Ung, Contracting Authority, and Graves Construction Spencer, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of \_\_\_\_\_  
Six Hundred Twenty Thousand Six Hundred Seventy-Nine and 97/100 (\$620,679.97)  
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(J9)-73-97 Group I				
1.	Clear and Grubb	0.75 Acres	\$3,000.00	\$ 2,250.00
2.	Excavation Class 10 Roadway & Borrow	1,497.00 C.Y.	12.00	17,964.00
3.	Excavation Class 10 Channel	1,110.00 C.Y.	5.00	5,550.00
4.	Modified Subbase	114 C.Y.	72.85	8,275.76
5.	Granular Shoulders	182 Ton	48.00	8,736.00
6.	Bridge Approach, Two Lane	306.72 S.Y.	140.00	42,940.80
7.	Standard or Slip form PCC Pavement, Class C Class 3, 9"	692.02 S.Y.	51.75	35,812.04
8.	Removal of Existing Bridge	1 L.S.	4,000.00	4,000.00
9.	Excavation Class 20	455.00 C.Y.	20.00	9,100.00
10.	Structural Concrete Bridge	185.20 C.Y.	545.00	100,934.00
11.	Reinforcing Steel Epoxy Coated	44,874 Lbs.	1.10	49,361.40
12.	Beams Pretensioned Prestressed Concrete D100	5 Each	21,365	106,825.00
13.	Structural Steel	1,265 Lbs	3.00	3,795.00
14.	Concrete Open Railing, TL-4	254.2 L.F.	75.00	19,065.00
15.	Aprons, Safety Slope, 24" Dia	1 Each	522.00	522.00
16.	Culvert Corrugated Metal Roadway Pipe, 24" Dia.	190 L.F.	30.00	5,700.00
17.	Pile, Steel HP 10x57	1,650 L.F.	42.00	69,300.00
18.	Gate Outlet Control Flap	1 Each	1,794.00	1,794.00
19.	Steel Beam Guardrail Trans Section	4 Each	1,000.00	4,000.00
20.	Steel Beam Guardrail End Anchor Bolted	4 Each	300.00	1,200.00
21.	Steel Beam Guardrail End Terminal	4 Each	2,563.50	10,254.00
22.	Engineering Fabric	765 S.Y.	3.00	2,295.00
23.	Revetment Class E	640 Ton	50.00	32,000.00
24.	Removal of Pavement	970.74 S.Y.	8.00	7,765.92
25.	Safety Closure	2 Each	125.00	250.00
26.	Fence, Field	600 L.F.	7.00	4,200.00
27.	Field Fence Brace Panels	6 Each	400.00	2,400.00
28.	Painted Pavement Marking, Waterborne or Solvent	17.23 Sta	85.00	1,464.55
29.	Traffic Control	1 L.S.	2,100.00	2,100.00
30.	Mobilization	1 L.S.	56,000.00	56,000.00
31.	Mulching	0.75 Acre	1,100.00	825.00
32.	Seeding and Fertilizing (Rural)	0.75 Acre	1,750.00	1,312.50
33.	Silt Fence	800 L.F.	3.00	2,400.00
34.	Silt Fence for Ditch Checks	72 L.F.	4.00	288.00
<b>TOTAL BID</b>				<b>\$620,679.97</b>

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 May 6, 2019

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(C160)-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
		September 03, 2019	80

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 Don Graves  
Contractor: Graves Construction

By [Signature]  
Contracting Authority: Woodbury County Board Chairperson

Date 5/29/19

Date 6/11/19

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC588846

Contract I.D.: L-B(C160)-73-97

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Graves Construction Co., Inc.

of P.O. Box 1417, Spencer, IA 51301

(hereinafter called the Principal) and

Merchants Bonding Company (Mutual)

of P.O. Box 14498, Des Moines, IA 50306 - 3498

(hereinafter called the Surety) are held and firmly bound unto the

Woodbury County

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Six Hundred Twenty Thousand Six Hundred Seventy Nine Dollars and 97/100 dollars

(\$ 620,679.97),

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

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.

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC588846

Contract I.D.: L-B(C160)--73-97

County: Woodbury

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of May, 2019.

Graves Construction Co., Inc. Principal

By: Don Graves Title  
PRES

Merchants Bonding Company (Mutual) Surety

By: Abigail R. Mohr Title  
Abigail R. Mohr, Attorney-in-Fact

Address: P.O. Box 14498, Des Moines, IA 50306 - 3498



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 \_\_\_\_\_ County,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
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.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Abigail R. Mohr**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: IAC588846  
 Principal: Graves Construction Co., Inc.  
 Obligee: Woodbury County

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

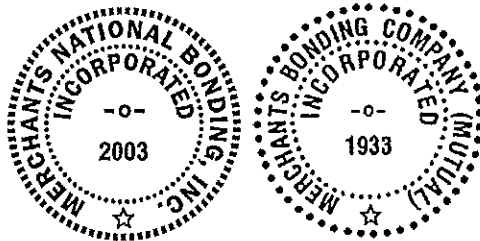
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of May, 2019.

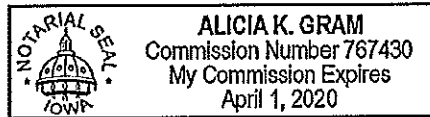


MERCHANTS BONDING COMPANY (MUTUAL)  
 MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
 President

STATE OF IOWA  
 COUNTY OF DALLAS ss.

On this this 30th day of May, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

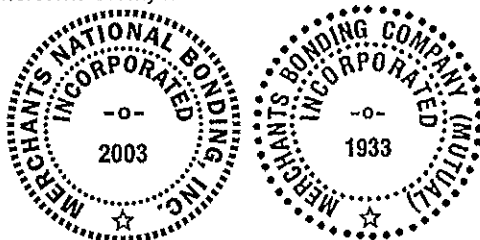


*Alicia K. Gram*  
 Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of May, 2019.



*William Warner Jr.*  
 Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cottingham & Butler Aaron Krogman 800 Main St. Dubuque IA 52001	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 563-587-5000 E-MAIL ADDRESS:	<b>FAX (A/C, No):</b> 563-583-7339
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GRACON1 Graves Construction Co., Inc. 1810 340th Street Spencer IA 51301	<b>INSURER A:</b> Arch Insurance Company NAIC # 11150	
	<b>INSURER B:</b> Great American Insurance Co. 16691	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1891418837

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ZAPKG6604502	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ZACAT6604502 ZAPKG6604502	11/1/2018 11/1/2018	11/1/2019 11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		TUJ 0330424 06	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ZAWCI6604502	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project : Woodbury County L-B(C160)- -73-97

Woodbury County Board of Supervisors is additional insured on the General Liability policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

**CERTIFICATE HOLDER****CANCELLATION**

Woodbury County Board of Supervisors  
 Mark Nahra, P.E.  
 759 E. Frontage Road  
 Merville IA 51039

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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