8d
09/29/15

CONTRACT

Kind of Work P.C.C. Pavement – New

Project No. RC-CO97(119)--9A-97 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Mark Monson, Larry Clausen, Jaclyn Smith, Jeremy Taylor and Matthew Ung, Contracting Authority, and Steve Harris Construction of Homer, Nebraska, Contractor.

WITNESSETH: That the Contractor, for and in consideration of ---------- Seven Hundred Thirty-Seven Thousand Forty-Five and 35/100 ($737,045.35) 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
P.C.C. Paving Project. RC-CO97(119)--9A-97			Group 1	
1.	Excavation Class 10, Roadway and Borrow	1520 CY	$ 8.00	$ 12,160.00
2.	Modified Subbase	600 CY	$ 52.25	$ 31,350.00
3.	Granular Shoulders, Type B	1,800 Ton	$ 31.00	$ 55,800.00
4.	Standard or Slip-Form P.C.C. Pavement, Class C, 9"	2,693.49 SY	$ 67.00	$ 180,463.83
5.	Standard or Slip-Form P.C.C. Pavement, Class C, 10"	6,194.92 SY	$ 53.50	$ 331,428.22
6.	Portland Cement Concrete Pavement Samples	1 L.S.	$ 1,000.00	$ 1,000.00
7.	Rumble Strip Panel (PCC Surface)	2 Each	$ 700.00	$ 1,400.00
8.	Pay Adjustment Incentive/Disincentive for Smoothness	4,000 Each	$ 1.00	$ 4,000.00
9.	Class 20 For Roadway Pipe Culvert	90 CY	$ 30.00	$ 2,700.00
10.	Aprons, Concrete, 24 IN. DIA	2 Each	$ 1,000.00	$ 2,000.00
11.	Concrete Roadway Pipe 24 IN. DIA	24 LF	$ 140.00	$ 3,360.00
12.	Removal of Concrete	840.94 SY	$ 20.00	$ 16,818.80
13.	Safety Closures	2 Each	$ 200.00	$ 400.00
14.	Painted Pavement Markings Waterborne or Solvent	145.59 STA	$ 50.00	$ 7,279.50
15.	Painted Symbols and Legends, Durable	14 Each	$ 150.00	$ 2,100.00
16.	Traffic Control	1 L.S.	$ 5,000.00	$ 5,000.00
17.	Flaggers	11 Each	$ 435.00	$ 4,785.00
18.	Mobilization	1 L.S.	$ 75,000.00	$ 75,000.00
	TOTAL BID			**$ 737,045.35**

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 date of August 21, 2015

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. RC-CO97(119)--9A-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
		October 26, 2015	35

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 29th day of Sept, 20 15

Contractor: Steve Harris Construction

By [signature]

Date 9-24-15

Contracting Authority: Woodbury County, Iowa

By [signature]
Woodbury County Board Chair

Date Sept 29, 2015

Form 181419 (08-15)

IOWADOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC585125

Contract I.D. _____

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we, Steve Harris Construction, Inc.

of Homer, NE *(hereinafter called the Principal)* and Merchants Bonding Company (Mutual)

of Des Moines, IA *(hereinafter called the Surety)* are held and firmly bound unto the

Board of Supervisors of Woodbury County *(hereinafter called the Contracting Authority)* Iowa, in the penal sum*

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

of Seven Hundred Thirty Seven Thousand Forty Five Dollars and 35/100 dollars ($ 737,045.35), 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 on

the _____ day of _____, 2015 enter into a written contract with the Contracting Authority to perform P.C.C. Pavement-New; Project No.: RC-CO97(119)--9A-97

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. The 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 penalty 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2015,

Steve Harris Construction, Inc. — Principal	_____ — Principal
By: Angi M Mains	By: _____
Angi M Mains — Title	_____ — Title
Merchants Bonding Company (Mutual) — Surety	_____ — Surety
By:	By: _____
Anne Crowner , Attorney-in-Fact — Title	_____ — Title
Address: Des Moines, Iowa	Address: _____

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

This bond approved by the Woodbury County, this _____ day of
(Board of Supervisors of)
_____, 2015 _____
Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:

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

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 orlabor 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 duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cindy Bennett; Craig E Hansen; Dione R Young; Jay D Freiermuth; Jody Decker; Kathleen Brewer; Kevin J Knutson; Lacey Cramblit; Michelle R Gruis; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh

of Des Moines and State of Iowa their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWENTY MILLION ($20,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

> "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 Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of April, 2015.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 8th day of April, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is 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.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the 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 day of , 2015 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

RC-C097(119)--9A-97

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2015

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 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).

PRODUCER
Northeast Nebraska Insurance Agency
2021 Dakota Avenue
South Sioux City, NE 68776

CONTACT NAME: DAVE HECK
PHONE (A/C, No, Ext): (402) 494-1356 FAX (A/C, No): (402) 241-1815
E-MAIL ADDRESS: dheck@neneins.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: EMPLOYERS MUTUAL INSURANCE COMPANY	
INSURER B: EMCASCO INSURANCE COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
STEVE HARRIS CONSTRUCTION, INC.
P.O. BOX 343
HOMER, NE 68030

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		3D2 81 78	08/03/15	08/03/16	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			3E2 81 78	08/03/15	08/03/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			3J2 81 78	08/03/15	08/03/16	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3H2 81 78	08/03/15	08/03/16	X PER STATUTE OTH-ER	
							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)

THE CERTIFICATE HOLDER SHOWN BELOW IS LISTED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY INSURANCE AS NOTED ABOVE.

THIS CERTIFICATE APPLIES TO PROJECT #RC-C097(119)--9A-97.

CERTIFICATE HOLDER

WOODBURY COUNTY
759 E. FRONTAGE ROAD
MOVILLE, IA 51039

CANCELLATION

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

David Heck

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