



## WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Bridge Replacement with RCB  
 Project No. L-C(N-91)-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: Mark Monson, Larry D. Clausen, Jeremy Taylor, Jaclyn Smith and Matthew Ung, Contracting Authority, and L. A. Carlson Merrill, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of \_\_\_\_\_  
One Hundred Eighty Eight Thousand Five Hundred Forty Six Dollars and 60/100 (\$188,546.60)  
 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: <u>L-C(N-91)-73-97</u>				
1.	Clear and Grubb	0.39 Acres	\$14,000.00	\$ 5,460.00
2.	Excavation Class 10 Roadway & Borrow	1,878.00 C.Y.	10.20	19,155.60
3.	Removal of Existing Bridge	1 L.S.	10,000.00	10,000.00
4.	Granular Backfill	31.00 C.Y.	65.00	2,015.00
5.	Excavation Class 20	4,036.00 C.Y.	6.00	24,216.00
6.	Excavate and Dewater	1 L.S.	3,000.00	3,000.00
7.	Precast Concrete Box Culvert 10' X 8'	100 L.F.	775.00	77,500.00
8.	Precast Concrete Box Culvert End Section	1 Each	13,000.00	13,000.00
9.	Temporary Stream Diversion	1 Each	5,000.00	5,000.00
10.	Safety Closure	2 Each	150.00	300.00
11.	Traffic Control	1 L.S.	1,400.00	1,400.00
12.	Mobilization	1 L.S.	7,500.00	7,500.00
14.	Precast Concrete Box Drop Intake Section	1 Each	20,000.00	20,000.00
<b>TOTAL BID</b>				<b>\$188,546.60</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 June 10, 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. L-C(N-91)-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 28, 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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approved \_\_\_\_\_  
 By L. A. Carlson  
 Contractor: L. A. Carlson

By Mark Monson  
 Contracting Authority: Woodbury County Board Mark Monson

Date 8-4-15

Date \_\_\_\_\_



**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,

**R E Scott**

of Sioux City 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:

**FOUR MILLION (\$4,000,000.00) 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 13th day of August, 2014.



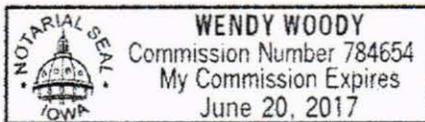
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 13th day of August, 2014, 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.



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 30th day of July



William Warner Jr.  
Secretary

POA 0014 (7/14)