

CONTRACT

FA96 (Form 650019)
05-13

8a
6/7/15/14

Letting Date: June 17, 2014 Contract ID: 97-0867-601 Bid Order No.: 016
County: WOODBURY Project Engineer: WOODBURY COUNTY ENGINEER
Cost Center: 801000 Object Code: 860 DBE Commitment: \$58,846.95
Contract Work Type: BRIDGE AND APPROACHES - CCS

This agreement made and entered by and between the BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, CONTRACTING AUTHORITY, AND DIXON CONSTRUCTION CO. OF CORRECTIONVILLE, IA, (DI360), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 06/12/2014

PROJECT: BRS-0867(601)--60-97 COUNTY: WOODBURY
WORK TYPE: BRIDGE AND APPROACHES - CCS ACCOUNTING ID: 31759
ROUTE: 210TH STREET LENGTH (MILES): 0.16
LOCATION: D-38 APPROX 1/4 MILE SE OF K42.BRONSON TWP. SECTION 5.
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2012 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: FHWA-1273.05, GS-12004, IA14-1.1, ADDENDUMS: 17JUN016.A01

Contractor, for and in considerations of \$1,299,064.30 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, 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.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains pertinent provisions and requirements of the contract.

By David R. Dixon Contractor
By George W. Borphen Contracting Authority
Contract Award Date _____



Iowa Department of Transportation

CONTRACTOR'S BOND

Bond Number: IAC583679

Proposal I.D.: 97-0867-601

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we, Dixon Construction Co.

of Correctionville, Iowa (hereinafter called the Principal) and Merchants Bonding Company (Mutual)

of Des Moines, Iowa (hereinafter called the Surety) are held and firmly bound unto the Woodbury County (hereinafter called the Contracting Authority) Iowa, in the penal sum*

(Iowa DOT, County, or City name, etc.) of One Million Two Hundred Ninety-Nine Thousand Sixty-Four and 30/100 dollars (\$ 1,299,064.30), 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 15th day of July, 2014 enter into a written contract with the Contracting Authority to perform Bridge and Approaches - CCS Project No. BRS-0867(601)-60-97

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 15th day of July, 2014,

By: [Signature] Principal Dixon Construction Co.
By: [Signature] Principal Merchants Bonding Company (Mutual)
By: [Signature] Surety Merchants Bonding Company (Mutual)
Address: 2100 Fleur Drive, Des Moines, IA 50321-1158

For contracts where a County Board of Supervisors is the Contracting Authority:
This bond approved by the Woodbury County, this July 15th day of 2014
George Lee Baker (Board of Supervisors of) Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:
This bond approved by the (Contracting Authority), this day of 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 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.