



Date 5-31-16

WOODBURY COUNTY, IOWA CONTRACT

PATRICK F. CILL

A WOODBURY COUNTY

AUDITOR & RESORDER &

| Kind of Work Project No FEMA 35,36,37, 39, 40 | County Wo | odbury M. OF ELECTIO | |
|--|--|--|--|
| THIS AGREEMENT made and entered by and between | | owa, by its Board of Supervis | |
| following Members: Jeremy Taylor, Mark Monson, Larry D. Clausen, | | | |
| | Jaciyii Siliidi alia Matthew | ong, contracting realierty, | E.i. Curion Conduction |
| Merrill, Iowa, Contractor. | 0 | | |
| WITNESSETH: That the Contractor, for and in consideration | | | |
| Eighty-Nine Thousand Six Hundred Eighty-Five and 00/100 | | | (\$89,685.00) |
| payable as set forth in the specifications constituting a part of this contra | ract, hereby agrees to constru | ct in accordance with the pla | ns and specifications |
| therefore, and in the locations designated in the notice to bidders, the ve | arious items of work as follow | | |
| Item No. Item | Quantity | Unit Price | Amount |
| Project: FEMA 35,36,37,39,40 Five Sites | Group 1 | | |
| 1. Clearing and Grubbing | 0.35 Acres | \$12,500.00 | \$ 4,375.00 |
| 2. Excavation Class 12, Boulders, Rock Fragments | 402 C.Y. | 15.00 | 6,030.00 |
| 3. Excavation Class 10, Channel | 221 C.Y. | 8.00 | 1,768.00 |
| 4. Revetment Class B | 343 Ton | 68.00 | 23,324.00 13,500.00 |
| 5. Revetment Class E 6. Mobilization | 591 Ton 1 LS | 68.00 13,500.00 | 13,500.00 |
| 6. Mobilization 7. Dewater | 1 LS | 500.00 | 500.00 |
| 8. | | | |
| 9. | | | |
| | | | \$89,685.00 |
| TOTAL BID | | | \$67,062.00 |
| Said specifications and plans are hereby made part of and the file in the office of the County Engineer under the date of March 24, 20. That in consideration of the foregoing, the Contracting Author | 016 | | specifications are now on |
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/22/2016

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).

| 14200 Ocigoant Road, Outlo 200 | CONTACT Carla Schmit PHONE (A/C, No, Ext): 712-252-4026 E-MAIL ADDRESS: Carla_schmit@ajg.com | | | |
|---|--|--------|--|--|
| Sioux City IA 51106 | INSURER(S) AFFORDING COVERAGE | NAIC # | | |
| | INSURER A: United Fire & Casualty Company | 13021 | | |
| INSURED | INSURER B : SFM Mutual Insurance Company | | | |
| LA Carlson Contracting Inc. 20984 C-43 Merrill IA 51038 | INSURER C : | | | |
| | INSURER D : | | | |
| IMETIII IA 51036 | INSURER E : | | | |
| | INSURER F: | | | |

COVERAGES CERTIFICATE NUMBER: 1533947135 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.

| NSR LTR | TYPE OF INSURANCE | ADDL SU | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S |
|------------|--|----------|----------|----------------------------|----------------------------|---|--|
| A | CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO- OTHER: | Y | 60434040 | 7/7/2015 | 7/7/2016 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000 |
| A | AUTOMOBILE LIABILITY X ANY AUTO ALLOWNED AUTOS X HIRED AUTOS X HIRED AUTOS X AUTOS X AUTOS X AUTOS X AUTOS X AUTOS X AUTOS | | 60434040 | 7/7/2015 | 7/7/2016 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | \$1,000,000 \$ \$ \$ \$ |
| Α | X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE | <u> </u> | 60434040 | 7/7/2015 | 7/7/2016 | EACH OCCURRENCE AGGREGATE | \$2,000,000 \$2,000,000 \$ |
| В | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below |] N/A | 57440102 | 7/7/2015 | 7/7/2016 | X PER OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT | |
| | | | | | | | |

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

RE: Project #FEMA Sites 35, 36, 37, 39, 40

Disaster #4184

PW #229

Woodbury County is included as additional insured on General Liability policy as per form CG7185 (2/15).

| CERTIFICATE HOLDER | CANCELLATION |
|--|--|
| Woodbury County 620 Douglas Street Sioux City IA 51101 | 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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Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

SURETY CONTRACTOR Merchants Bonding Company L. A. Carlson Contracting, Inc. 2100 Fleur Drive 20984 C-43 Des Moines, IA 50321 Merrill, IA 51038 **OWNER** Woodbury County, Iowa CONSTRUCTION CONTRACT Date: May 24, 2016 Amount: \$89,685.00 Description: Weir Repair Five Sites FEMA 35, 36, 37, 39, 40 BOND Date: May 24, 2016 Amount: \$89,685.00 None See Page 3 Modifications to this Bond: CONTRACTOR AS PRINC **SURETY** Merchants Bonding Company L. A. Carlson Contracting, Ind. (Corporate Seal) Contraction of the Party of the Signature Robert E. Scott Attorney-in-Fact (Any additional signatures appear on page 3)

(FOR INFORMATION ONLY – Name, Address and Telephone)

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4. When the Owner has satisfied the conditions of Paragraph 3,

the Surety shall promptly and at the Surety's expense take one of the following actions:

- 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with

reasonable promptness under the circumstances;

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Owner under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - 6.2 Additional legal, design professional and delay c costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under

this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

- 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this, Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

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12.1 Balance of the Contract Price; The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Contractor any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



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

Sioux City their true and lawful Attorney-in-Fact, with full power and State of Iowa 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

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 13thday of August , 2014 .



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, lowa, the day and year first above written.



WENDY WOODY Commission Number 784654 My Commission Expires June 20, 2017

Notary Public, Polk County, Iowa

STATE OF IOWA COUNTY OF POLK ss.

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 24thday of May



William Harner Is

POA 0014 (7/14)