

WOODBURY COUNTY, IOWA CONTRACT

PATRICK F. GILL WOODBURY COUNTY

12C	
10/10/1	7

Kind of W Project No		County Wood	AUDITOR & RECO	
1 toject inc			owa, by its Board of Supervisors	0 1 1 0 1 1 0
members:	Matthew Ung , Jeremy Taylor, Marty Pottebaum, Keith Radig and Ro			-
memorisi	WITNESSETH: That the Contractor, for and in consideration of			
	Forty Nine Thousand and 00/100			9,000.00)
navahle ac	set forth in the specifications constituting a part of this contract, hereby	y savege to construct in accord		
			ance with the plans and specific	itions dicietore, and in the
locations (lesignated in the notice to bidders, the various items of work as follows	•		
		A	T D	
Item 1		Quantity	Unit Price	Amount
1.	Project: M-HC 17-4 Group 1 Excavation Class 12	208 C.Y.	\$5.00	\$ 1,040.00
2.	Excavation Class 10 Channel	148 C.Y.	5.00	740.00
3.	Concrete Grout for Revetment	34 C.Y.	300.00	10,200.00
4.	Revetment Class B	260 Ton	47.00	12,220.00
5. 6.	Revetment Class E Mobilization	400 Ton 1 L.S.	47.00 3,000.00	18,800.00 3,500.00
7.	Dewater	1 L.S.	2,500.00	2,500.00
			-,	-,
	TOTAL BID			\$49,000.00
	Said specifications and plans are hereby made part of and the basis of t	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 September 19, 2017			
	That in consideration of the foregoing, the Contracting Authority hereb	by agrees to pay the Contractor	, promptly and according to the	requirements of the
specification	ons the amounts set forth, subject to the conditions as set forth in the spe	ecifications.		
	That it is mutually understood and agreed by the parties hereto that the	notice to bidders, the proposal	I, the specifications for Project N	lo. <u>M-HC 17-4</u>
in	Woodbury County, Iowa, the within contract, the contract	tor's bond, and the general and	I detailed plans are and constitu	e the basis of contract between
the parties	•	, ,	1	
•	That it is further understood and agreed by the parties of this contract that the abo	ove work shall be commenced and	completed on or hefore:	
	proximate Starting Date Specified Starting Date	Late Start Date		of Working Days
		November 6	, 2017 2	0
	That time is the essence of this contract and that said contract contains		<u> </u>	to.
	It is further understood that the Contractor consents to the jurisdiction of	of the courts of fowa to hear, o	etermine, and render judgment a	is to any controversy arising
hereunder.				
	IN WITNESS WHEREOF the parties hereto have set their hands for th	e purposes herein expressed to	this and three other instruments	of like tenor, as the
	loth day of October	20 <u>/7</u>		
Approved:				
	- Q p Q · ,		elas -	
ву_ <i>А</i> У_	eved K. Kefan	By	g Authority: Woodbury Cour	
Co	ontractor: Dixon Construction			ity Board Chairperson
Date	10/2/17	Date / 0 -	10-17	

Form 181419 (12-16)



Bond Number: <u>IAC586997</u>	THE BOND
Contract I.D.: M-HC 17-4	
County: Woodbury	
KNOW ALL PERSONS BY THESE PRESENTS: That we,	
Dixon Construction Co.	
of P.O. Box 47, Correctionville, IA 51016-0047	
(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.)
(towa DOT, County, (hereinafter called the Contracting Authority) lowa, in the sum of Forty Nine Thousand Dollars and 00/100	, ,,,,,,
(\$ 49,000.00	dollars
lawful manay of the LL u	dollars
lawful money of the United States, to the payment of which sum, administrators, successors, and assigns jointly and severally by the THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas with the Contracting Authority to perform Stream Stabilization	well and truly to be made, we bind ourselves, our executors.
with the Contracting Authority to perform Stream Stabilization	the above bounden Principal did enter into a written contract Repair; Project No. M-HC 17-4

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 concertions having contracts directly with the principal or with subcontractors, all first dained due them for labor performed or metabled, the principal of the performance of the p and completely as it said contract were recited at length; and whereas, the principal and surelies 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 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 or lawer to do so and shall have removing and repay the Contracting Adminity 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 2.

- To any extension of time to the contractor in which to perform the contract.

 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 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.

 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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2017

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). CONTACT Elisabeth Jackson Arthur J. Gallagher Risk Management Services, Inc. PHONE (A/C, No, Ext): 515-309-6200 E-MAIL ADDRESS; elisabeth_jackson@ajg.com FAX (A/C, No): 515-309-6225 4200 Corporate Drive Ste 160 West Des Moines IA 50266 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : BITCO General Insurance Corporation 20095 INSURED INSURER B: Navigators Insurance Company 42307 Dixon Construction Co. Inc. INSURER C: P.O. Box 47 INSURER D Correctionville IA 51016-0047 INSURER E: INSURER F CERTIFICATE NUMBER: 1203146239 REVISION NUMBER COVERAGES 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. ADDLISUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD CLP 3652366 5/1/2017 5/1/2018 х COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 Emp Ben \$1,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) 5/1/2017 5/1/2018 \$1,000,000 AUTOMOBILE LIABILITY CAP 3652367 BODILY INJURY (Per person) ANY AUTO SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY NON-OWNED AU HIRED AUTOS Х CH17EXC472915IV 5/1/2017 5/1/2018 В Х UMBRELLA LIAB Χ EACH OCCURRENCE \$10,000,000 OCCUR \$10,000,000 Χ EXCESS LIAB AGGREGATE CLAIMS-MADE DED RETENTION \$ 5/1/2017 5/1/2018 X PER STATUTE WORKERS COMPENSATION WC 3652365 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$500,000 N N/A E.L. DISEASE - EA EMPLOYEE \$500,000 If yes, describe under DESCRIPTION OF OPERATIONS below \$500,000 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: Stream Stabilization Repair; Project No. M-HC 17-4 Woodbury County is additional insured on the General Liability (GL30860911) policy with regards to this project. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Woodbury County 620 Douglas St. Sioux City IA 51101 AUTHORIZED REPRESENTATIVE