FA96 9Form 650019) 10-95

CONTRACT ID

Letting Date:

June 10, 2022

County:

Scott

Project Engineer: Scott County Engineer

Object Code:

COUNTY: Scott

ACCOUNTING ID: 2702-366

Cost Center:

Contract Work Type:

HMA Resurfacing

This agreement made and entered by and between the SECONDARY ROAD DEPARTMENT OF SCOTT COUNTY, IOWA, CONTRACTING AUTHORITY, AND MANATT'S INC, 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 herein, together with the 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 06/10/2022.

PROJECT:

L-820--73-82, L-823--73-82, and L-722--73-82

WORK TYPE: HMA Resurfacing

ROUTE:

LOCATION:

LENGTH (MILES): 1.840 On 130th Street (Chapel Hill Road) from 110th Ave (Y48) east 1.08 miles to Utah Ave

On 115th Avenue from 140th Street Place north 0.46 miles

On 145th Street east 0.30 miles to 110th Avenue (Y48). NON-FEDERAL AID - PREDETERMINED WAGES ARE NOT IN EFFECT

The specifications consist of the Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications, Special Provisions and Addendums: GS-15014

Contractor, for and in considerations of \$808,268.24 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, 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.

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.

Time is of the essence for this contract. To accomplish the purpose herein expressed, Contracting Authority and Contractor have signed this and an identical instrument as of the 23rd day of June______, 2022.

Scott County Board of Supervisors - Chairperson

MANATT'S INC Contractor

Vendor No.:

Bid Order No.:

Contract ID No.:

Letting Date: June 10, 2022 (10:00 A.M.)

Primary Work Type: HMA Resurfacing

Primary County: Scott

	In an Northean	Item Quantity		Unit Price		Bid Amount		
Line No.	Item Number Item Description	And Unit		Dollars	Cents	Dollars	Cents	
1	2126-8275058 Reclaim Present Surface Material	975	CY	50.00 48		8,750.00		
2	2212-0475095 Cleaning & Preparation of Base	0.76	MILE	5,300.00		4,028.00		
3	2213-7100400 Relocation of Mail Boxes	38	EACH	425.00		16,150.00		
4	2214-5145150 Pavement Scarification	3,497	SY	10.00		34,970.00		
5	2303-1031750 HMA, Std Traffic, Base, ¾" Mix	3,033	TON		49.00		148,617.00	
6	2303-1033500 HMA, Std Traffic, Surface, ½" Mix, NSF	3,270	TON	49.00		160,230.00		
7	2303-1258283 Asphalt Binder, PG 58-28S, Std Traffic	379	TON		800.00	30	3,200.0	
8	2303-6911000 HMA Pavement Samples	1	LS		1,500.00		1,500.0	
9	2315-8275025 Surfacing, Driveway, Cl. A Crushed Stone	656	TON		35.00	2	22,960.0	
10	2527-9263109 Painted Pavement Markings, Waterborne/Solv	293.56	STA		29.00		8,513.2	
11	2528-8445110 Traffic Control	1	LS		4,500.00		4,500.0	
12	2528-8445113 Flaggers	50	EACH		550.00		27,500.0	
13	2528-8445115 Pilot Cars	14	EACH		775.00		10,850.0	
14	2533-4980005 Mobilization	1	LS	1	6,500.00		16,500.0	
			CONTR	RACT TO	OTAL	\$808,	268.2	



Bond Number: IAC593568
Contract I.D.:
County: Scott
KNOW ALL PERSONS BY THESE PRESENTS: That we,
Manatt's, Inc.
of 1775 Old 6 Road, Brooklyn, IA 52211
(hereinafter called the Principal) and Merchants Bonding Company (Mutual)
of 6700 Westown Parkway, West Des Moines, IA 50266
(hereinafter called the Surety) are held and firmly bound unto the Supervisors of Scott County (Towa DOT, County, or City name, etc.)
(hereinafter called the Contracting Authority) lowa, in the sum of
eight hundred eight thousand two hundred sixty-eight and twenty-four hundredths dollars
(\$808,268.24
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 enter into a written contract
with the Contracting Authority to perform

HMA resurfacing projects L-820--73-82, L-823-73-82, and L-722-73-82

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:

- 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
- 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 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.



Bond Number: IAC593568	
Contract I.D.:	
County: Scott	
Manatt's, Inc. By: Title	Address: P.O. Box 14498, Des Moines, IA 50306-3498
By:	By:
Title	Address:
By:	By:
Title	Address:
For contracts where a County Board of S	Supervisors is the Contracting Authority:
This bond approved by the Board of Supervisors of 500+ this 176/ daylof 00+08ER	+ COUNTY County.
For contracts where neither the DOT nor a County	Board of Supervisors is the Contracting Authority:
This bond approved by the	
this day of	(Contracting Authority)
Signature	Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the lowa 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 lowa 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.

CON 0401 IA (12/16)



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nancy Ollinger

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"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 connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of October , 2022 .

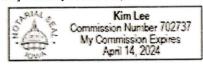


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

Jan

STATE OF IOWA COUNTY OF DALLAS ss.

On this 27th day of October , 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are 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.



Notary Public

By

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of 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 27th day of October , 2022 -

STATIONAL BOTTONING COMPONING COMPON

William Warner Js.



Contractor	tor Manatt's, Inc.				County Scott				
Contractor Vendor ID MA225				Contract	Contract ID No. <u>L-820/823/72273-82</u>				
Letting Da	te_6/10/22		Bid Order						
both trac Whe "A".	is is to request that the following subcomenthe prime contractor and the subcontractor is not a third-party beneficiary of the contractor is being used to so the authorization of the DOT is limited orsement of the DBE or an expression of	ctor that all terms contract between t atisfy an establishe to the question of	of the prime contractor he prime contractor ed DBE goal, the ac whether the subcon	ot shall apply. It is a and the DOT. ctual amount to be atractor is a DBE at	also clearly under paid to the DBE nd shall in no sen	stood that the subco is indicated in Colur se be construed as	nn		
Subcontra	ector_LL Pelling Co Inc	· · · · · · · · · · · · · · · · · · ·		Subcontr	actor Vendor ID_	PE140			
Address	PO Box 230								
North Lil	bertv. IA 52317				ne No. 319-362-8	037			
The follow	wing conditions apply if this is a Fede	ral Aid Contract:							
	The prime contractor is responsible for FHWA-1273, dated as per contract, relathe prime contract applicable to the wFHWA-1273 shall be attached.	tive to projects fina ork performed by	anced under the Fed the subcontractors.	deral Highway Act r The subcontract	elative to wages a agreement shall	and payrolls, and all be in writing and a	terms of copy of		
	The prime contractor is responsible for submitted when payment of predetermine			or's payrolls at the	same time the pr	ime contractor's pay	rolls are		
3.	I do hereby certify that in requesting au disadvantaged business enterprises as	thorization to suble potential subcontra	et a portion of this pactors and/or materia	roject we have tak al suppliers.	en affirmative act	ion to seek out and	consider		
Line No.	Item Description		Quantity	Unit Price	"A"	\$ Amount	Part Item		
	Mobilization								
10	Painted Pavement Markings		294			\$8,513.2			
14	Mobilization			\$600.00		\$600.0			
				-					
							- 片		
				-			151		
Signatu	re (Prime Contractor)	· · · · · · · · · · · · · · · · · · ·		Totals Carried From Back	\$0.00	\$0.0			
	0			Totals	\$0.00	(a) \$9,113.2	4		
	Totals	Special	ly Items	•	Totals Less Specialty Items		pproval		
Contrac Amoun				(b)		(<u>a</u>) 100			
						% Prev. Sublets	at: 0.00		
Reviewe	ed by:				Total % To Date				
	County/City Engineer		Da						