

CONTRACT

Letting Date: Jan 17, 2018 10:00 A.M. Contract ID: 41-C041-124 Call Order No.: 108
County: HANCOCK Project Engineer: HANCOCK COUNTY ENGINEER
Cost Center: 801000 Object Code: 890 DBE Commitment: \$0.00
Contract Work Type: PCC PAVEMENT - REPLACE

This agreement made and entered by and between the Contracting Authority,
BOARD OF SUPERVISORS OF HANCOCK COUNTY
and Contractor,
FLYNN COMPANY, INC.

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 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.

Contractor, for and in considerations of \$ 5,372,556.83 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.

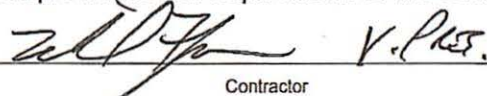
Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

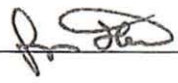
In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

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 all pertinent provisions and requirements of the contract.

By,  _____
Contractor Contractor (if joint venture)

By,  _____
Contracting Authority

Iowa DOT Concurrence  _____
For Local Agency Contracts

2-5-18
Contract Award Date
FEB 22 2018
Concurrence Date



01/23/2018 15:56:19

AASHTOWare Project v3.01.164.01

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Contract Project(s)

Contract ID: 41-C041-124

Call Order No.: 108

Letting Date: Jan 17, 2018 10:00 A.M.

Project Number: FM-C041(124)-55-41

County: HANCOCK

Project Work Type: PCC PAVEMENT - REPLACE

Accounting ID: 34878

Location: On R35/James Avenue from North Corp Line Kanawha Sta 117+06 North 9.68 Miles to Sta 628+36 Near S 1/4 Sec. 33-96-25

Route: R35

Non-Federal Aid - Predetermined Wages are not in Effect



01/23/2018 15:56:19

AASHTOWare Project v3.01.164.01

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Contract Time

Contract ID: 41-C041-124

Call Order No.: 108

Letting Date: Jan 17, 2018 10:00 A.M.

Site ID	Site Details	Liquidated Damages
00	Late Start Date 04/30/2018 120 WORK DAYS	\$2,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit



01/23/2018 15:56:19

AASHTOWare Project v3.01.164.01

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Notes

Contracts ID: 41-C041-124

Call Order No.: 108

Letting Date: Jan 17, 2018 10:00 A.M.

Notes :

There are no notes for this contract.



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AASHTOWare Project v3.01.164.01

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Contract Addenda

Contract ID: 41-C041-124

Call Order No.: 108

Letting Date: Jan 17, 2018 10:00 A.M.

The following is a list of Contract Addenda:

17JAN108.A01

17JAN108.A02



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AASHTOWare Project v3.01.164.01

Contract Specifications List

Page 1 of 1

Contract ID: 41-C041-124

Call Order No.: 108

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Note	Description
001.2015	*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.
005.1113	*** ELECTRONIC DOCUMENT STORAGE *** Section 1113 shall apply to this contract.
500.01	*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.
GS-15005	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION



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AASHTOWare Project v3.01.164.01

Contract Schedule

Contract ID: 41-C041-124

Awarded Vendor: FL120

FLYNN COMPANY, INC.

SECTION 0001

ROADWAY ITEMS

\$5,372,556.83

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	21,074.600 CY	4.00		84,298.40	
0020	2115-0100200 MODIFIED SUBBASE, PLACE ONLY	49,673.100 CY	4.00		198,692.40	
0030	2121-7425010 GRANULAR SHOULDERS, TYPE A	17,869.600 TON	16.50		294,848.40	
0040	2123-7450000 SHOULDER CONSTRUCTION, EARTH	1,021.100 STA	100.00		102,110.00	
0050	2213-7100400 RELOCATION OF MAIL BOXES	20.000 EACH	200.00		4,000.00	
0060	2214-5145150 PAVEMENT SCARIFICATION	1,100.000 SY	4.35		4,785.00	
0070	2301-0890201 BRIDGE APPROACH, BR-201	213.300 SY	175.00		37,327.50	
0080	2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	136,012.800 SY	25.76		3,503,689.73	
0100	2303-1032500 HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	2,106.000 TON	83.35		175,535.10	
0110	2303-1258283 ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	126.400 TON	397.00		50,180.80	
0120	2303-6911000 HOT MIX ASPHALT PAVEMENT SAMPLES	LUMP SUM			925.00	



01/23/2018 15:56:19

AASHTOWare Project v3.01.164.01

Contract Schedule

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FLYNN COMPANY, INC.

SECTION 0001

ROADWAY ITEMS

\$5,372,556.83

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2316-0000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	68,123.000 EACH	1.00		68,123.00	
0140	2510-6750501 REMOVAL AND CRUSHING OF PAVEMENT	124,892.500 SY	4.80		599,484.00	
0150	2518-6910000 SAFETY CLOSURE	22.000 EACH	250.00		5,500.00	
0160	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			26,500.00	
0170	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	1,208.600 STA	12.50		15,107.50	
0180	2528-8445110 TRAFFIC CONTROL	LUMP SUM			9,850.00	
0190	2533-4980005 MOBILIZATION	LUMP SUM			191,600.00	
Total Bid:						\$5,372,556.83

IOWADOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 190037707
Contract I.D.: 41-C041-124
County: Hancock

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Flynn Company, Inc.

of

PO Box 327, Dubuque, IA 52004

(hereinafter called the Principal) and

Liberty Mutual Insurance Company

of

175 Berkeley Street, Boston, MA 02116

(hereinafter called the Surety) are held and firmly bound unto the

Board of Supervisors of Hancock County

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Five Million Three Hundred Seventy-two Thousand Five Hundred Fifty-six And 83/100THS dollars

(\$ 5,372,556.83)

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

PCC Pavement - Replace as called for Letting January 17, 2018; Project: FM-C041(124)--55-41

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. 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 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.

IOWADOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 190037707

Contract I.D.: 41-C041-124

County: Hancock

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of January, 2018,

Flynn Company, Inc.
By: [Signature] Principal
V. C. [Signature] Title

Liberty Mutual Insurance Company
By: [Signature] Surety
Dione R. Young, Attorney-in-Fact Title

Address: 175 Berkeley Street, Boston, MA 02116

By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

Address: _____

By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of Hancock County,
this 5th day of February, 2018
[Signature] Signature _____ Title _____

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____
(Contracting Authority)
this _____ day of _____,

Signature _____ Title _____

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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Craig E. Hansen, Jav D. Freiermuth, Brian M. Delmerly, Cindy Bennett, Anne Crowner, Stacy Venn, Tim McCulloch, Shirlev S. Bartenhagen, Dione R. Young of the city of West Des Moines, state of Iowa its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Flynn Company, Inc.

Obligee Name: Board of Supervisors of Hancock County

Surety Bond Number: 190037707 Bond Amount: \$5,372,556.83

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Theresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Theresa Pastella
Theresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary