FORM OF CONTRACT

CONTRACT FOR THE CONSTRUCTION OF

WATERLOO REGIONAL AIRPORT WATER MAIN IMPROVEMENTS – PHASE I

CITY OF WATERLOO, IOWA

CONTRACT NO. 1033

This contract made and entered into this day of, 20, by and
between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to
as City), and MIDWEST CONCRETE, INC. , of PEOSTA, IOWA (hereinafter
referred to as Contractor), WITNESSETH:

- PAR. 1 Contractor agrees to build and construct the <u>WATERLOO REGIONAL AIRPORT WATER MAIN IMPROVEMENTS PHASE I, Contract No. 1033</u>, and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.
- PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.
- PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.
- PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.

- PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before December 18, 2020, unless an extension of time is granted in writing by the Council of the City.
- PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.
- PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.
- PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.
- PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

- PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.
- PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.
- PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.
- PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council, and is by reference made a part of this contract.
- PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.
- PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.

- PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is **\$254,230.32**.
- PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.
- PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.
- PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.
- PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.
- PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

	CITY OF WATERLOO, IOWA
	Mayor
	City Clerk
	Midwest Concrete Inc.
	Title: OWNEC
	Title: UW W&
Approved by the City Council of th day of, 20	e City of Waterloo, Iowa, this
ATTEST:	, City Clerk Waterloo, Iowa

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,Midwest Concrete, Inc of9835 Cottingham Rd, Peosta, IA 52068 _				
the "Principal"), and West Bend Mutual Insurance Company of, P.O. Box 620976,				
Middleton, WI 53562 (the "Surety"), are held and firmly bound unto the City of				
Vaterloo, lowa (the "Obligee"), in the penal sum ofTwo Hundred Fifty-Four				
housand, Two Hundred Thirty Dollars and 32 Cents Dollars (\$ \$254,230.32),				
lawful money of the United States, for the payment of said sum in connection with a				
contract (the "Contract") dated on or about for the				
purpose of <u>Waterloo Regional Airport Water Main Improvements – Phase I, Contract.</u>				
No. 1033. The Contract is incorporated herein by reference as though fully set forth				
nerein.				

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

- 1. Complete the Contract in accordance with its terms and conditions; or
- Obtain one or more bids for completing the Contract in accordance with its 2. terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and anv amendments thereto, less the amount properly paid by the Obligee to the Principal; or
- 3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

Performance Bond Page 1 of 2

- 1. To any extension of time to the Contract in which to perform the Contract.
- 2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.
- 3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Performance Bond as of	Principal and Surety have executed this
PRINCIPAL	SURETY
Midwest Concrete, Inc. Name	West Bend Mutual Insurance Company Name
By: Kyan Coats Title: Owner	By: Nicole Hermsen Title: Attorney-In-Fact
	[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond: **IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that		
Midwest Concrete, Inc.		
(Name of Contractor)		
9835 Cottingham Rd., Peosta, IA 52068		
(Address of Contractor)		
a Corporation	_, hereinafter called Principal,	
(Corporation, Partnership or Individual)		
and, West Bend Mutual Insurance Company		
(Name of Surety)		
P.O. Box 620976, Middleton, WI 53562 (Address of Surety)		
(Address of Surety)		
hereinafter called Surety, are held and firmly bound unto		
City of Waterloo, Iowa (Name of Owner)		
715 Mulberry Street, Waterloo, IA 50703		
(Address of Owner)		
hereinafter called OWNER, in the penal sum of <u>Two Hundred Hundred Thirty Dollars and 32 Cents</u> Dollars,(\$ <u>254,230.32</u>	Fifty-Four Thousand, Two	
in lawful money of the United States, for the payment of which we bind ourselves, successors, and assigns, jointly and severa THE CONDITION OF THIS OBLIGATION is such that whereas certain contract with the OWNER, dated the	lly, firmly by these presents. s, the Principal entered into a day of	
20, a copy of which is hereto attached and made a part her WATERLOO REGIONAL AIRPOR		
MAIN IMPROVEMENTS- PHASE 1		
CITY CONTRACT NUMBER 1033		
CITY OF WATERLOO, IOWA		

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed the second	cuted in1_ counterparts, each one of
which shall be deemed an original, this the20	
ATTEST:	
	Midwest Concrete, Inc.
Mande Wells (Principal) Secretary	Principal
(SEAL)	By Ryan Coates 9835 Cottingham Rd (Address)
	Peosta, IA 52068
Witness as to Principal	
9835 Cottingham Rd (Address)	
Peosta, IA 52068	TRICOR Insurance,
ATTEST:	By Nicole Hermsen Attorney-in-Fact
Witness as to Surety Kim Hess	600 Star Brewery Dr., Ste 110 (Address)
600 Star Brewery Dr., Ste 110 (Address)	Dubuque, IA 52001
Dubuque, IA 52001	<u>-</u>

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond: **IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



THE SILVER LINING®

Bond No.	2444793	
Bond No.	2-1-1-100	

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend. Wisconsin does make, constitute and appoint:

Nicole Hermsen

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Secretary

State of Wisconsin County of Washington Kevin A. Steiner

Chief Executive Officer/President

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly swom, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Juli A Benedum

Senior Corporate Attorney

Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this day of

Heather Dunn

Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

MIDWCON-03

KHESS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

9/28/2020

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).

PRODUCER TRICOR, Inc Dubuque 600 Star Brewery Drive	CONTACT NAME: PHONE (A/C, No, Ext): (563) 556-5441	FAX (A/C, No): (608) 7	23-6440	
Suite 110 Dubuque, IA 52001	E-MAIL ADDRESS:			
Dubuque, IA 32001	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: Sheboygan Falls/LeMars/Donega	15148		
INSURED	INSURER B: Markel Insurance Company			
Midwest Concrete Inc	INSURER C:			
AHL Equipment Leasing, Inc. 9835 Cottingham Rd	INSURER D:			
Peosta, IA 52068	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 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.

[E)	XCLUSIONS AND CONDITIONS OF SUCH	POLIC	CIES. LIMITS SHOWN MAY HAVE E	BEEN REDUCED BY	PAID CLAIMS		
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	S
A	X COMMERCIAL GENERAL LIABILITY			(1	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR	X	CPA9030194	4/15/2020	4/15/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO		CAA9030194	4/15/2020	4/15/2021	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 4,000,000
	EXCESS LIAB CLAIMS-MADE		CWA9030194	4/15/2020	4/15/2021	AGGREGATE	\$ 4,000,000
	DED RETENTION \$						\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WCA9030194	4/15/2020	4/15/2021	E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 500,000
В	Pollution Liability		CPLMOL102653	4/15/2020	4/15/2022	Occurrence	1,000,000
					l .		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Waterloo Regional Airport Water Main Improvements

The City of Waterloo is additional insured on the general liability policy with respect to the insured contract.

CERTIFICATE HOLDER	CANCELLATION			
City of Waterloo 715 Mulberry St Waterloo. IA 50703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Waterioo, IA 30703	AUTHORIZED REPRESENTATIVE LILE C. GLILLE			

ACORD 25 (2016/03)