

Agenda

City of Elk Run Heights  
Regular Council Meeting  
May 27, 2021 - 6:00 p.m.  
Located at Eddis Winstead Council Chambers

Join Zoom Meeting

<https://zoom.us/j/94809719235?pwd=WGtLakVHRs2ZUpaVVhWNUIxS1V0UT09>

Meeting ID: 948 0971 9235

Passcode: 941103

Dial by phone

312 626 6799

Meeting ID: 948 0971 9235

Passcode: 941103

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of the May 24, 2021 Agenda
5. Resolution 3079 approving contract and performance and/or payment bonds for the Elk Run Heights and Raymond WWTF Project
6. Adjournment

***The members of the City of Elk Run Heights City Council are holding this meeting by electronic means pursuant to the provisions of the Iowa Open Meetings Law, Section 21.8, Code of Iowa***

***As a result of substantial community spread of COVID-19 in the state of Iowa and based on the latest guidance from the Centers for Disease Control and Prevention, it is impractical for the City of Elk Run Heights City Council to meet in person. Therefore, the meeting is being held by web conference originating from the Elk Run Heights City Hall in Elk Run Heights, Iowa. It is open to the public and those in attendance can hear the proceedings or the public can access from a remote location and join by phone or web conference. Public notice of the meeting has been issued in accordance with Iowa Code Section 21.4.***

MINUTES OF MEETING TO APPROVE  
CONTRACT AND BONDS

297186-3

Elk Run Heights, Iowa

May 27, 2021

The City Council of the City of Elk Run Heights, Iowa, met at the Elk Run Heights City Hall, Elk Run Heights, Iowa, at six o'clock p.m., on May 27, 2021, pursuant to the rules of the Council.

The meeting was called to order by the Mayor and the roll being called, there were present the following named Council Members:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

After due consideration and discussion, Council Member \_\_\_\_\_ introduced and moved the adoption of the resolution next hereinafter set out, the same being a resolution approving an executed contract and performance and/or payment bonds for the Elk Run Heights and Raymond WWTF Project. The motion was seconded by Council Member \_\_\_\_\_ and passed with record vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Thereupon, the resolution was declared adopted, as follows:

RESOLUTION 3079

Resolution approving contract and performance and/or payment bonds for the Elk Run Heights and Raymond WWTF Project

WHEREAS, the City Council of the City of Elk Run Heights, Iowa, has heretofore awarded a contract for the Elk Run Heights and Raymond WWTF Project (the "Project") and fixed the amount of the performance and/or payment bonds to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

WHEREAS, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Elk Run Heights, Iowa, as follows:

Section 1. The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved May 27, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

---

Mayor

Attest:

---

City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA

COUNTY OF BLACK HAWK

CITY OF ELK RUN HEIGHTS

SS:

I, the undersigned, City Clerk of the City of Elk Run Heights, Iowa, hereby certify that the attached is a true, correct and complete copy of the proceedings related to the approval of the executed contract and performance and/or payment bonds for the Elk Run Heights and Raymond WWTF Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

May 26, 2021

**VIA EMAIL**

Julie Eastman  
City Clerk/City Hall  
Elk Run Heights, Iowa

Re: Elk Run Heights and Raymond WWTF Project  
Our File No. 297186-3

Dear Julie:

We have prepared and attach the proceedings related to the approval of the contract and bonds for the Elk Run Heights and Raymond WWTF Project.

The materials attached include the following items:

1. Minutes of the May 27, 2021, meeting of the City Council, at which the Council will adopt the resolution approving the contract and performance and/or payment bonds, with the resolution following.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact John Danos or me.

Kind regards,

Emily Hammond

Attachments

cc: Jason Miller  
Maggie Burger  
Nancy Miebach

1 **AGREEMENT**

2  
3 THIS AGREEMENT is by and between CITY OF ELK RUN HEIGHTS AND RAYMOND  
4 (hereinafter called OWNER) and WRH, INC. (hereinafter called CONTRACTOR).

5  
6 OWNER and CONTRACTOR, hereby agree as follows:

7  
8 **ARTICLE 1 - WORK**

---

9 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract  
10 Documents. The Work is generally described as follows: Elk Run Heights and Raymond  
11 WWTF, City of Elk Run Heights, City of Raymond, Blackhawk County Iowa.

12  
13 **ARTICLE 2 - THE PROJECT**

---

14 2.01 The Project for which the Work under the Contract Documents may be the whole or only  
15 a part is generally described as follows: Elk Run Heights and Raymond WWTF, City of  
16 Elk Run Heights, City of Raymond, Blackhawk County Iowa.

17  
18 **ARTICLE 3 - ENGINEER**

---

19 3.01 The Project has been designed by MSA Professional Services, 1555 SE Delaware Avenue,  
20 Suite F, Ankeny, Iowa 50021 which is to act as OWNER's representative, assume all  
21 duties and responsibilities, and have the rights and authority assigned to Engineer in the  
22 Contract Documents in connection with the completion of the Work in accordance with the  
23 Contract Documents.

24  
25 **ARTICLE 4 - CONTRACT TIMES**

---

26 4.01 *Time of the Essence*

27  
28 A. All time limits for Milestones, if any, Substantial Completion, and completion and  
29 readiness for final payment as stated in the Contract Documents are of the essence  
30 of the Contract.

31  
32 4.02 *Days to Achieve Substantial Completion and Final Payment*

33  
34 A. The Work will be substantially completed within 450 calendar days after the date  
35 when the Contract Times commence to run as provided in Paragraph 2.03 of the  
36 General Conditions, and completed and ready for final payment in accordance with  
37 Paragraph 14.07 of the General Conditions within 540 calendar days after the date  
38 when the Contract Times commence to run.

1 4.03 *Liquidated Damages*

2  
3 A. CONTRACTOR and OWNER recognize that time is of the essence as stated in  
4 Paragraph 4.01 above and that OWNER will suffer financial loss if the Work is not  
5 completed within the times specified in Paragraph 4.02 above, plus any extensions  
6 thereof allowed in accordance with Article 12 of the General Conditions. The  
7 parties also recognize the delays, expense and difficulties involved in proving in a  
8 legal or arbitration proceeding the actual loss suffered by OWNER if the Work is  
9 not completed on time. Accordingly, instead of requiring any such proof, OWNER  
10 and CONTRACTOR agree that as liquidated damages for delay (but not as a  
11 penalty) CONTRACTOR shall pay OWNER **\$1,500.00** for each day that expires  
12 after the time specified in Paragraph 4.02 above for Substantial Completion until  
13 the Work is substantially complete. After Substantial Completion, if  
14 CONTRACTOR shall neglect, refuse or fail to complete the remaining Work  
15 within the Contract Time or any proper extension thereof granted by OWNER,  
16 CONTRACTOR shall pay OWNER **\$1,500.00** for each day that expires after the  
17 time specified in Paragraph 4.02 above for completion and readiness for final  
18 payment until the Work is completed and ready for final payment.  
19

20 **ARTICLE 5 - CONTRACT PRICE**

---

21 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the  
22 Contract Documents an amount in current funds equal to the sum of the amounts  
23 determined pursuant to Paragraph 5.01.A. and 5.01.B below:  
24

25 A. For all Work other than Unit Price Work, a lump sum of:

26  
27 Nine Million Seven Hundred Fifty Four Thousand and 00/100 (\$9,754,000.00)  
28 (use words) (figure)

29  
30 All specific cash allowances are included in the price in accordance with  
31 Paragraph 11.02 of the General Conditions.  
32

33 **ARTICLE 6 - PAYMENT PROCEDURES**

---

34 6.01 *Submittal and Processing of Payments*

35  
36 A. CONTRACTOR shall submit Applications for Payment as determined at the  
37 preconstruction meeting in accordance with Article 14 of the General Conditions.  
38 Applications for Payment will be processed by ENGINEER as provided in the  
39 General Conditions.  
40

41 6.02 *Progress Payments; Retainage*

42 A. OWNER shall make progress payments on account of the Contract Price on the  
43 basis of CONTRACTOR's Applications for Payment on or about the date to be  
44 determined at the preconstruction conference, as provided in Paragraphs 6.02.A.1  
45 below. All such payments will be measured by the schedule of values established

1 as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit  
2 Price Work based on the number of units completed) or, in the event there is no  
3 schedule of values, as provided in Division 01-General Requirements.  
4

5 1. Prior to Substantial Completion, progress payments will be made in an  
6 amount equal to the percentage indicated below but, in each case, less the  
7 aggregate of payments previously made and less such amounts as  
8 ENGINEER may determine or OWNER may withhold, including but not  
9 limited to liquidated damages, in accordance with Paragraph 14.02 of the  
10 General Conditions.

11 a. 95% of Work completed (with the balance being retainage); and  
12

13 b. Estimates may include any fabricated or manufactured materials and  
14 components specified, previously paid for by the CONTRACTOR  
15 and delivered to the Work or properly stored and suitable for  
16 incorporation in the Work embraced in the contract. Invoices  
17 showing the amount of the fabricated or manufactured materials and  
18 components specified must be submitted with proof of payment by  
19 the CONTRACTOR prior to being considered for payment.  
20 Retainage shall be as outlined in paragraph 6.02A.1.a. above.  
21

22 B. Upon achieving Substantial Completion as defined in Supplementary Conditions  
23 14.04, and elsewhere within these contract documents, OWNER shall pay an  
24 amount sufficient to increase total payments to CONTRACTOR to the value of the  
25 Contract Price, less 200% of the value of labor and materials yet to be completed  
26 for the project, as determined by ENGINEER, and shown on the tentative list of  
27 items to be completed or corrected attached to the certificate of Substantial  
28 Completion.  
29

### 30 6.03 *Final Payment*

31  
32 A. Upon final completion and acceptance of the Work in accordance with Paragraph  
33 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract  
34 Price as recommended by ENGINEER as provided in said Paragraph 14.07.  
35

## 36 **ARTICLE 7 - INTEREST**

---

37 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall  
38 bear interest at the rate of 5.0% per annum.  
39

## 40 **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

---

41 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the  
42 following representations:  
43

44 A. CONTRACTOR has examined and carefully studied the Contract Documents and  
45 the other related data identified in the Bidding Documents.

- 1  
2 B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to  
3 the general, local, and Site conditions that may affect cost, progress, and  
4 performance of the Work.  
5  
6 C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local  
7 Laws and Regulations that may affect cost, progress, and performance of the work.  
8  
9 D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of  
10 subsurface conditions at or contiguous to the Site and all drawings of physical  
11 conditions relating to existing surface or subsurface structures at the Site (except  
12 Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of  
13 the Supplementary Conditions as containing reliable "technical data," and (2)  
14 reports and drawings of Hazardous Environmental Conditions, if any, at the Site  
15 that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as  
16 containing reliable "technical data."  
17  
18 E. CONTRACTOR has considered the information known to Contractor; information  
19 commonly known to contractors doing business in the locality of the Site;  
20 information and observations obtained from visits to the Site; the Contract  
21 Documents; and the site-related reports and drawings identified in the contract  
22 documents with respect to the effect of such information, observations, and  
23 documents on (1) the cost, progress, and performance of the Work; (2) the means,  
24 methods, techniques, sequences, and procedures of construction to be employed by  
25 CONTRACTOR, including any specific means, methods, techniques, sequences,  
26 and procedures of construction expressly required by the Contract Documents; and  
27 (3) CONTRACTOR's safety precautions and programs.  
28  
29 F. Based on the information and observations referred to in Paragraph 8.01.E above,  
30 CONTRACTOR does not consider that further examinations, investigations,  
31 explorations, tests, studies, or data are necessary for the performance of the Work  
32 at the Contract Price, within the Contract Times, and in accordance with the other  
33 terms and conditions of the Contract Documents.  
34  
35 G. CONTRACTOR is aware of the general nature of work to be performed by  
36 OWNER and others at the Site that relates to the Work as indicated in the Contract  
37 Documents.  
38  
39 H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors,  
40 ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract  
41 Documents, and the written resolution thereof by ENGINEER is acceptable to  
42 CONTRACTOR.  
43  
44 I. The Contract Documents are generally sufficient to indicate and convey  
45 understanding of all terms and conditions for performance and furnishing of the  
46 Work.

1  
2 **ARTICLE 9 - CONTRACT DOCUMENTS**

---

3 9.01 *Contents*

4  
5 A. The Contract Documents consist of the following:

- 6  
7 1. This Agreement (pages 00 52 00-1 to 00 52 00-8, inclusive).  
8  
9 2. Performance Bond (pages 00 61 13.13-1 to 00 61 13.13-3, inclusive).  
10  
11 3. Payment Bond (pages 00 61 13.16-1 to 00 61 13.16-3, inclusive).  
12  
13 4. General Conditions (pages 00 72 00-1 to 00 72 00-69, inclusive).  
14  
15 5. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-12, inclusive).  
16  
17 6. State Wage Rate Determination No. \_\_\_\_\_  
18  
19 a. IA \_\_\_\_\_ – Building  
20 b. IA20210003 – Heavy Sewer/Water Treating Plant  
21 c. IA \_\_\_\_\_ – Heavy and Highway  
22  
23 7. Specifications as listed in the table of contents of the Project Manual bearing  
24 the title: Elk Run Heights and Raymond WWTF, City of Elk Run Heights,  
25 City of Raymond, Blackhawk County, Iowa.  
26  
27 8. Drawings consisting of 178 sheets with each sheet bearing the following  
28 title: Elk Run Heights and Raymond WWTF, City of Elk Run Heights, City  
29 of Raymond, Blackhawk County, Iowa  
30  
31 9. Addenda (Numbers 1 to 2, inclusive).  
32  
33 10. Exhibits to this Agreement (enumerated as follows):  
34  
35 a. CONTRACTOR’S Bid (pages 00 41 00-1 to 00 41 00-7, inclusive).  
36  
37 b. Documentation submitted by CONTRACTOR prior to Notice of  
38 Award (pages 00 51 00-1, inclusive).  
39  
40 c. List other required attachments (if any), such as documents required  
41 by funding or lending agencies.  
42  
43 11. The following which may be delivered or issued on or after the Effective  
44 Date of the Agreement and are not attached hereto:  
45  
46 a. Notice to Proceed (pages 00 55 00-1, inclusive).

- b. Written Amendment(s);
- c. Work Change Directive(s);
- d. Change Order(s).
- e. Field Order(s).

- B. The documents listed in Paragraphs 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

---

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agrees that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

1 10.05 *Contractor's Certifications*  
2

3 A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive,  
4 or coercive practices in competing for or in executing the Contract. For the  
5 purposes of this Paragraph 10.05:

- 6 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any  
7 thing of value likely to influence the action of a public official in the bidding  
8 process or in the Contract execution;  
9 2. "fraudulent practice" means an intentional misrepresentation of facts made  
10 (a) to influence the bidding process or the execution of the Contract to the  
11 detriment of OWNER, (b) to establish Bid or Contract prices at artificial  
12 non-competitive levels, or (c) to deprive OWNER of the benefits of free and  
13 open competition;  
14 3. "collusive practice" means a scheme or arrangement between two or more  
15 BIDDERS, with or without the knowledge of OWNER, a purpose of which  
16 is to establish Bid prices at artificial, non-competitive levels; and  
17 4. "coercive practice" means harming or threatening to harm, directly or  
18 indirectly, persons or their property to influence their participation in the  
19 bidding process or affect the execution of the Contract.  
20

1 IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.  
2 Counterparts have been delivered to OWNER and CONTRACTOR. All portions of the Contract  
3 Documents have been signed or have been identified by OWNER and CONTRACTOR or on their  
4 behalf.

5  
6 This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective  
7 Date of the Agreement)  
8

9  
10 OWNER:  
11  
12 CITY OF ELK RUN HEIGHTS

13  
14  
15  
16 By: \_\_\_\_\_  
17 Kristi Lundy, Mayor

18  
19 Address for giving notices:  
20  
21 5042 Lafayette Road  
22 Elk Run Heights, Iowa 50707

23  
24 OWNER:  
25  
26 CITY OF RAYMOND

27  
28  
29  
30 By: \_\_\_\_\_  
31 Gary Vick, Mayor

32  
33 Address for giving notices:  
34  
35 101 1st Street  
36 Raymond, Iowa 50667

37  
38 (If OWNER is a corporation, attach evidence  
39 of authority to sign. If OWNER is a public  
40 body, attach evidence of authority to sign and  
41 resolution or other documents authorizing  
42 execution of this Agreement.)  
43  
44  
45

46  
47 CONTRACTOR:  
48  
49 WRH, INC.

50  
51  
52  
53 By: \_\_\_\_\_  
54 Bruce Marsh, Vice President

55  
56 (Corporate Seal)

57  
58 Attest \_\_\_\_\_  
59 Jamie Rich, President

60  
61 Address for giving notices:  
62  
63 1648 T Avenue  
64 South Amana, IA 52203

65  
66 License No. \_\_\_\_\_  
67 (where applicable)

68  
69 Agent for service of process:  
70  
71 \_\_\_\_\_  
72 (If Contractor is a corporation, a partnership,  
73 or a joint venture, attach evidence of  
74 authority to sign.)

**BID**

ELK RUN HEIGHTS AND RAYMOND WWTF  
CITY OF ELK RUN HEIGHTS  
CITY OF RAYMOND  
BLACKHAWK COUNTY, IOWA

PROJECT #14573015

**TABLE OF ARTICLES**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

<u>Article</u> <u>Number</u>	<u>Article</u>
1	Bid Recipient
2	Bidder's Acknowledgements
3	Bidder's Representations
4	Bidder's Certification
5	Basis of Bid
6	Time of Completion
7	Attachments to this Bid
8	Defined Terms
9	Bid Submittal

**ARTICLE 1 - BID RECIPIENT**

---

1.01 This Bid is submitted to:  
City of Elk Run Heights, City Hall  
5042 West Lafayette Road  
Elk Run Heights, Iowa 50707

1.02 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDERS ACKNOWLEDGEMENTS**

---

2.01 BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

---

3.01 In submitting this Bid, BIDDER represents that:

A. BIDDER has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>April 2nd, 2021</u>
<u>2</u>	<u>April 7th, 2021</u>
<u> </u>	<u> </u>

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER has carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports

1 and drawings of Hazardous Environmental Conditions, if any, at the Site that have  
 2 been identified in the Paragraph 4.06 of the Supplementary Conditions as  
 3 containing reliable "technical data";  
 4

5 E. BIDDER has considered the information known to BIDDER; information  
 6 commonly known to contractors doing business in the locality of the Site;  
 7 information and observations obtained from visits to the Site; the Bidding  
 8 Documents; and the Site-related reports and drawings identified in the Bidding  
 9 Documents, with respect to the effect of such information, observations, and  
 10 documents on (1) the cost, progress, and performance of the Work; (2) the means,  
 11 methods, techniques, sequences, and procedures of construction to be employed  
 12 by BIDDER, including applying the specific means, methods, techniques,  
 13 sequences, and procedures of construction expressly required by the Bidding  
 14 Documents; and (3) BIDDER's safety precautions and programs.  
 15

16 F. Based on the information and observations referred to in Paragraph 3.01.E above,  
 17 BIDDER does not consider that further examinations, investigations,  
 18 explorations, tests, studies, or data are necessary for the determination of this Bid  
 19 for performance of the Work at the price(s) bid and within the times required, and  
 20 in accordance with the other terms and conditions of the Bidding Documents.  
 21

22 G. BIDDER is aware of the general nature of work to be performed by OWNER and  
 23 others at the Site that relates to the Work as indicated in the Bidding Documents.  
 24

25 H. BIDDER has given ENGINEER written notice of all conflicts, errors,  
 26 ambiguities, or discrepancies that BIDDER has discovered in the Bidding  
 27 Documents, and the written resolution thereof by ENGINEER is acceptable to  
 28 BIDDER.  
 29

30 I. The Bidding Documents are generally sufficient to indicate and convey  
 31 understanding of all terms and conditions for the performance of the Work for  
 32 which this Bid is submitted.  
 33

34 **ARTICLE 4 - BIDDER'S CERTIFICATION**

---

35 4.01 BIDDER certifies that:

36  
 37 A. This Bid is genuine and not made in the interest of or on behalf of any  
 38 undisclosed individual or entity and is not submitted in conformity with any  
 39 collusive agreement or rules of any group, association, organization or  
 40 corporation;  
 41

42 B. BIDDER has not directly or indirectly induced or solicited any other BIDDER to  
 43 submit a false or sham Bid;  
 44

45 C. BIDDER has not solicited or induced any individual or entity to refrain from  
 46 bidding; and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

- D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 - BASIS OF BID**

19  
20  
21  
22  
23  
24  
25  
26  
27

5.01 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s) (Total of Items 1. and 2. Below):

LUMP SUM BID PRICE nine million seven hundred fifty four thousand (\$9,754,000<sup>00</sup>)  
(use words) (figures)

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	TOTAL PRICE
1.	WWTF Upgrade	1 LS	\$ <u>9,722,000<sup>00</sup></u>
2.	Utility Allowance (Gas, Electric, Telephone, and Internet)	1 LS	\$30,000.00
3	Specification section 11 23 26 Allowance	1 LS	\$2,000.00
TOTAL: ITEM #1-3			\$ <u>9,754,000<sup>00</sup></u>

28  
29

**ARTICLE 6 - TIME OF COMPLETION**

30  
31  
32  
33  
34  
35

6.01 BIDDER agrees that the Work will be substantially completed within 450 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 540 calendar days after the date when the Contract Times commence to run.

1 6.02 BIDDER accepts the provisions of the Agreement as to liquidated damages.

2  
3 **ARTICLE 7 - ATTACHMENTS TO THE BID**

---

4 7.01 The following documents are submitted with and made a condition of this Bid:

5  
6 A. Required Bid security in the form of Bid Bond

7  
8 B. List of Proposed Subcontractors  
9 TBD  
10  
11  
12  
13

14  
15  
16 C. List of Proposed Suppliers  
17 TBD  
18  
19  
20  
21

22  
23  
24 D. List of Project References

25  
26 E. Evidence of authority to do business in the state of the Project; or a written  
27 covenant to obtain such license within the time for acceptance of Bids;

28  
29 F. Contractor's License No.: C099824 [or] Evidence of Bidder's ability to  
30 obtain a State Contractor's License and a covenant by Bidder to obtain said  
31 license within the time for acceptance of Bids;

32  
33 G. State Revolving Fund (SRF) required documents.  
34  
35 1. Attachment 1 – US EPA Certification of Non-Segregated Facilities  
36 2. Attachment 2 – Debarments and Suspensions  
37 3. Attachment 3 – DBE Solicitation  
38 4. Attachment 4 – US EPA DBE Subcontractor Performance Form  
39 Attachment 6 – US EPA DBE Subcontractor Utilization form  
40

41 **ARTICLE 8 - DEFINED TERMS**

---

42 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the  
43 Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

1 **ARTICLE 9 - BID SUBMITTAL**

2 **BID SUBMITTAL**

3 If BID is submitted by:

4 An Individual

5 Name (typed or printed): \_\_\_\_\_

6  
7 By: \_\_\_\_\_

8 (SEAL)

9 *(Individual's signature)*

10 Doing business as: \_\_\_\_\_

11 Business address: \_\_\_\_\_

12  
13 Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

14  
15 A Partnership

16 Partnership Name: \_\_\_\_\_ (SEAL)

17  
18 By: \_\_\_\_\_ (SEAL)

19 *(Signature of general partner -- attach evidence of authority to sign)*

20  
21 Name (typed or printed): \_\_\_\_\_

22 Business address: \_\_\_\_\_

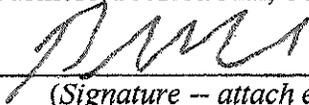
23  
24 Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

25  
26 A Corporation

27 Corporation Name: WRH Inc. (SEAL)

28 State of Incorporation: Iowa

29 Type (General Business, Professional, Service, Limited Liability): General Business

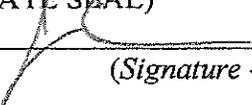
30  
31 By:  \_\_\_\_\_ (SEAL)

32 *(Signature -- attach evidence of authority to sign)*

33  
34 Name (typed or printed): Bruce Marsh

35  
36 Title: Vice President

37 (CORPORATE SEAL)

38 Attest:  Jamie Rich President

39 *(Signature -- Indicate Title of Attesting Signature)*

40  
41 Business address: 1648 T Ave. South Amana IA, 52203

42  
43 Phone No.: 319-622-3816 FAX No.: 319-622-6095 E-MAIL: bmarsh@wendlerinc.com

44  
45 Date of Qualification to do business in Iowa is 06 / 11 / 1995

BIDDER WRH Inc.

1 A Joint Venture

2 Name of Joint Venturer: \_\_\_\_\_

3  
4 First Joint Venturer Name: \_\_\_\_\_ (SEAL)

5  
6 By: \_\_\_\_\_  
7 *(Signature of joint venture partner -- attach evidence of authority to sign)*

8  
9 Name (typed or printed): \_\_\_\_\_

10  
11 Title: \_\_\_\_\_

12  
13 Business address: \_\_\_\_\_

14  
15 Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

16  
17  
18  
19 Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

20  
21  
22 By: \_\_\_\_\_  
23 *(Signature of joint venture partner -- attach evidence of authority to sign)*

24  
25 Name (typed or printed): \_\_\_\_\_

26  
27 Title: \_\_\_\_\_

28  
29 (Each joint venturer must sign. The manner of signing for each individual, partnership,  
30 and corporation that is a party to the joint venture should be in the manner indicated  
31 above.)

32  
33 Business address: \_\_\_\_\_

34  
35 Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

36  
37 SUBMITTED on \_\_\_\_\_, \_\_\_\_\_.

38  
39 State Contractor License No. \_\_\_\_\_ (if applicable)

# Bidder Status Form

## To be completed by all bidders

## Part A

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

## To be completed by resident bidders

## Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 06 / 11 / 1995 to Present / / Address: P.O Box 256  
City, State, Zip: Amana, IA 52203

Dates: / / to / / Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: / / to / / Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

## To be completed by non-resident bidders

## Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

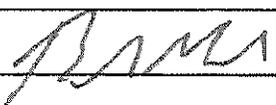
You may attach additional sheet(s) if needed.

## To be completed by all bidders

## Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: WRH Inc.

Signature: 

Date: April 8th, 2021

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

**Attachment 1**  
**SRF Required Front-End Specifications**  
*(This form must be completed and signed by Prime Contractor and submitted with the bid)*

U.S. Environmental Protection Agency  
**Certification of Non-Segregated Facilities**

*(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)*

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

 _____ Signature	April 8th, 2021 _____ Date
Bruce Marsh Vice President _____ Name and Title of Signer (Please Type)	

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.  
EPA-7 5720-4.2

**Attachment 2**  
**SRF Required Front-End Specifications**

*(This form must be completed and signed by the Prime Contractor and submitted with the bid)*

**Debarments and Suspensions**

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

**Certification Regarding Debarment, Suspension, and  
Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

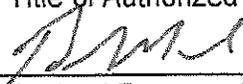
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Bruce Marsh Vice President

Typed Name & Title of Authorized Representative

Signature of Authorized Representative



April 8th, 2021

Date

I am unable to certify to the above statements. My explanation is attached.

**Attachment 3**  
**SRF Required Front-End Specifications**  
*(This form must be completed and signed by Prime Contractor and submitted with the bid)*

**Disadvantaged Business Enterprise (DBE) Solicitation**

It is EPA's policy that recipients of EPA financial assistance through the State Revolving Fund programs award a "fair share" of subagreements to small, minority and women-owned businesses, collectively know as Disadvantaged Business Enterprises (DBEs). Iowa's Fair Share goals are:

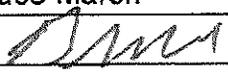
	Minority-Owned Business Enterprise (MBE) Goal	Women-Owned Business Enterprise (WBE) Goal
Construction	1.7%	2.2%
Supplies	0.6%	5.6%
Services	2.5%	11.3%
Goods/Equipment	2.5%	10.4%
Average	1.8%	7.4%

Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/Index/>.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

**PROJECT INFORMATION**

<b>SRF Applicant:</b>	
<b>Bidder:</b>	WRH Inc.
<b>Address:</b>	P.O Box 256 Amana, IA 52203
<b>Contact Person:</b>	Bruce Marsh
<b>Signature:</b>	
<b>Phone Number:</b>	319-622-3816
<b>E-Mail Address:</b>	bmarsh@wendlerinc.com
<b>Check if Prime Contractor is:</b>	<input type="checkbox"/> <b>Minority-Owned</b> <input type="checkbox"/> <b>Women-Owned</b>

**GOOD FAITH EFFORTS CHECKLIST**

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerors must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities?  Yes  No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.  Yes  No

3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.  Yes  No

4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually?  Yes  No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?  Yes  No

6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)
AG Constructions	E-mail	Did not respond
Boone Construction	E-mail	Did not respond
Collins Concrete	E-mail	Did not respond
DND Electric, Inc	E-mail	Did not respond
Midwest Contractors, Inc.	E-mail	Did not respond
Taylor Construction	E-mail	Did not respond

**PROPOSED UTILIZATION OF DBE SUBCONTRACTORS**

Please include Attachments 4 and 5 to document the proposed utilization of certified DBE subcontractors.

### **CONTRACT ADMINISTRATION PROVISIONS**

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.
2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

BBrucece Marsh Vice Preident

January 2021

**Attachment 4  
SRF Required Front-End Specifications**

*(This form must be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)*

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

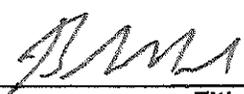
Subcontractor Name		Project Name Elk Run Heights and Raymond WWTF	
Bid/Proposal No.		Assistance Agreement ID No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name WRH Inc.		Issuing/Funding Entity	
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies		Price of Work Submitted to the Prime Contractor
DBE Certified by <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown	

<sup>1</sup>A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Bruce Marsh
<b>Title</b>	<b>Date</b>
Vice President	April 8th, 2021

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

**Attachment 6**  
**SRF Required Front-End Specifications**  
*(This form is for the voluntary use of DBE Subcontractors)*

**Disadvantaged Business Enterprise Program**  
**DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. **The use of this form by DBE subcontractors is voluntary and is not required for bidding.** This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name Elk Run Heights and Raymond WWTF	
Bid/Proposal No.		Assistance Agreement ID No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name WRH Inc.		Issuing/Funding Entity	
Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor	

<sup>1</sup>A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Attachment 10**  
**SRF Required Front-End Specifications**  
*(This form must be completed and signed by Prime Contractor and submitted with the bid)*

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: <https://www.sam.gov/SAM/>.

(1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:

(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

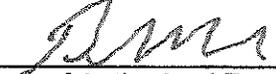
(2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

(i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Bruce Marsh Vice President

Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

April 8th, 2021

Date

# PERFORMANCE BOND

CONTRACTOR (Name and Address):

WRH, Inc.  
PO Box 256  
Amana, IA 52203

SURETY (Name and Address of Principal Place of Business):

Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50306-3498

OWNER (Name and Address):

City of Elk Run Heights  
5042 Lafayette Road  
Elk Run Heights, IA 50707-1399

and

City of Raymond  
101 1st Street  
Raymond, IA 50667

## CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$ 9,754,000.00

Description (Name and Location):

Elk Run Heights and Raymond WWTF, City of Elk Run Heights, City of Raymond,  
Blackhawk County, IA; Project #14573015

## BOND

Bond Number: IAC591313

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$ 9,754,000.00

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

WRH, Inc. (seal)

Contractor's Name and Corporate Seal

Merchants Bonding Company (Mutual) (seal)

Surety's Name and Corporate Seal

By:

[Signature]  
Signature

By:

[Signature]  
Signature (attach power of attorney)

Bruce Marsh

Print Name

Stacy Venn

Print Name

Vice President

Title

Attorney-in-Fact

Title

Attest:

[Signature]  
Signature

Attest:

[Signature]  
Signature

PRESIDENT  
Title

Dione R. Young, Witness to Surety

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and 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 when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. 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:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 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 a contractor selected with the Owners 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Paragraph 5.4, and the Owner refuses the payment 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.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 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.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. 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, successors, and assigns.

10. 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.

11. 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 a declaration of 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 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 for the Contractor for 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.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**PROVIDED, HOWEVER, that notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or either of them, unless the Obligee, or either of them, shall make payments to the Principal, or to the Surety in case it arranges for the completion of the contract upon default of the Principal; strictly in accordance with the terms of said Contract as to payments, and shall perform all other obligations required to be performed under said Contract at the time and in the manner therein set forth.**

**IN NO EVENT shall the liability of the Principal and the Surety to the Obligee, or either of them, in the aggregate, exceed the penal sum stated in this bond.**

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker: **Holmes, Murphy and Associates, LLC, 2727 Grand Prairie Parkway, Waukee, IA 50263 (515) 223-6800**

Owner's Representative *(Engineer or other party)*: **MSA Professional Services**

# PAYMENT BOND

CONTRACTOR (Name and Address):

WRH, Inc.  
PO Box 256  
Amana, IA 52203

SURETY (Name and Address of Principal Place of Business):

Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50306-3498

OWNER (Name and Address):

City of Elk Run Heights  
5042 Lafayette Road  
Elk Run Heights, IA 50707-1399

and

City of Raymond  
101 1st Street  
Raymond, IA 50667

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$ 9,754,000.00

Description (Name and Location): Elk Run Heights and Raymond WWTF, City of Elk Run Heights, City of Raymond, Blackhawk County, IA; Project #14573015

BOND

Bond Number: IAC591313

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$ 9,754,000.00

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

WRH, Inc. (seal)

Contractor's Name and Corporate Seal

Merchants Bonding Company (Mutual) (seal)

Surety's Name and Corporate Seal

By:

[Signature]  
Signature

By:

[Signature]  
Signature (attach power of attorney)

Bruce Marsh

Print Name

Stacy Venn

Print Name

Vice President

Title

Attorney-in-Fact

Title

Attest:

[Signature]  
Signature

Attest:

[Signature]  
Signature

PRESIDENT

Title

Dione R. Young, Witness to Surety

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. 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.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
  - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
  8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas,

power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**PROVIDED, HOWEVER, that notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or either of them, unless the Obligee, or either of them, shall make payments to the Principal, or to the Surety in case it arranges for the completion of the contract upon default of the Principal; strictly in accordance with the terms of said Contract as to payments, and shall perform all other obligations required to be performed under said Contract at the time and in the manner therein set forth.**

**IN NO EVENT shall the liability of the Principal and the Surety to the Obligee, or either of them, in the aggregate, exceed the penal sum stated in this bond.**

<p>FOR INFORMATION ONLY – (<i>Name, Address, and Telephone</i>)          Surety Agency or Broker: <i>Holmes, Murphy and Associates, LLC, 2727 Grand Prairie Parkway, Waukee, IA 50263 (515) 223-6800</i>          Owner's Representative (<i>Engineer or other</i>): <i>MSA Professional Services</i></p>
---

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Stacy Venn**

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 authority 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 any 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 5th day of March, 2020.

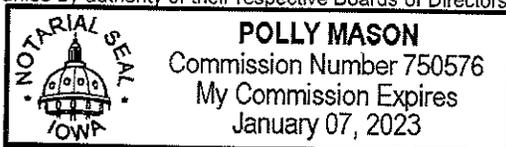


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, 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.



*Polly Mason*  
Notary Public

(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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.



*William Warner Jr.*  
Secretary