

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 20th day of November, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3

The NW Northlawn Area Utility Improvements – Phase 3 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on NW 2nd Street from NW Kline Street to NW Des Moines Street and on NW Kline Street from W 1st Street to NW 3rd Street in the Northlawn neighborhood in the City of Ankeny.

The improvements include approximately 3,250 SY of 7" thick PCC street pavement, 1,200 LF of sanitary sewer, 1,100 LF of water main, 250 LF of storm sewer, 1,900 LF of Type 2 subdrain, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of streets, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of ONE MILLION ONE HUNDRED TWENTY TWO THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND SEVENTY FIVE CENTS (\$1,122,982.75), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **one hundred twenty (120) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

An enhancement of payment in the amount of Sixty Thousand Dollars (\$60,000.00) will be issued to the Contractor if substantial completion for the overall project is achieved on or before September 13, 2024.

The Contractor shall fully complete the overall project within **ten (10) working immediately** following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

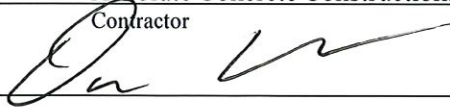
By _____
Mark E. Holm, Mayor

(Seal)
ATTEST:

Michelle Yuska, City Clerk

CONTRACTOR:

Absolute Concrete Construction, Inc.
Contractor

By  _____
Signature

Vice President
Title

1800 Burr Oak Blvd
Street Address

Granger, IA 50109
City, State, Zip Code

515-497-6140
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 4 5 5 - 6 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

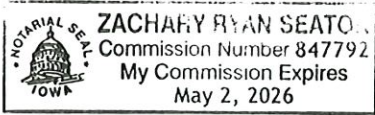
NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 16th day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Drew Roberts and _____, to me known, who, being by me duly sworn, did say that they are the VP of Estimating + PM, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Drew Roberts and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa
My commission expires May 2, 2026

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

| ITEM NO. | ITEM | UNIT | TOTAL | UNIT PRICE | TOTAL PRICE |
|----------|---|------|-------|------------|-------------|
| | EARTHWORK | | | | |
| 2.01 | Clearing and Grubbing | LS | 1 | \$4,800.00 | \$4,800.00 |
| 2.02 | Topsoil, Off-site | CY | 400 | \$43.25 | \$17,300.00 |
| 2.03 | Excavation, Class 10 | CY | 1300 | \$20.00 | \$26,000.00 |
| 2.04 | Subgrade Preparation, 6" Depth | SY | 3975 | \$3.15 | \$12,521.25 |
| 2.05 | Subgrade Treatment, Geogrid, Triangular | SY | 1000 | \$4.55 | \$4,550.00 |
| 2.06 | Subbase, Modified, 6" Depth (Virgin Aggregate) | SY | 3975 | \$12.00 | \$47,700.00 |
| 2.07 | Compaction Testing | LS | 1 | \$2,600.00 | \$2,600.00 |
| | TRENCH EXCAVATION AND BACKFILL | | | | |
| 3.01 | Trench Compaction Testing | LS | 1 | \$2,750.00 | \$2,750.00 |
| | SEWERS AND DRAINS | | | | |
| 4.01 | Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter | LF | 1062 | \$81.75 | \$86,818.50 |
| 4.02 | Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Diameter | LF | 162 | \$154.00 | \$24,948.00 |
| 4.03 | Sanitary Sewer Service Stub, PVC, 4" Diameter | LF | 656 | \$79.50 | \$52,152.00 |
| 4.04 | Removal of Sanitary Sewer, Less than or equal to 36" Diameter | LF | 1062 | \$10.50 | \$11,151.00 |
| 4.05 | Sanitary Sewer Cleanout, Temporary (Type 1), 8" Diameter | EA | 1 | \$3,450.00 | \$3,450.00 |
| 4.06 | Sanitary Sewer Cleanout, Temporary (Type 2), 8" Diameter | EA | 1 | \$1,800.00 | \$1,800.00 |
| 4.07 | Sanitary Sewer Abandonment, Fill and Plug, 8" Diameter | LF | 162 | \$8.00 | \$1,296.00 |
| 4.08 | Storm Sewer, Trenched, Class III RCP, 15" Diameter (CI R-2 Bed) | LF | 246 | \$66.00 | \$16,236.00 |
| 4.09 | Removal of Storm Sewer, Less than or equal to 36" Diameter | LF | 66 | \$19.00 | \$1,254.00 |
| 4.10 | Footing Drain Collector/Subdrain, Corrugated PVC, 8" Diameter | LF | 1902 | \$32.00 | \$60,864.00 |
| 4.11 | Footing Drain Cleanout, Type B, 24" Diameter | EA | 3 | \$2,385.00 | \$7,155.00 |
| 4.12 | Footing Drain Outlets and Connections, PVC, 8" Diameter | EA | 10 | \$420.00 | \$4,200.00 |
| 4.13 | Storm Sewer Service Stub, PVC, 1.5" Diameter | LF | 306 | \$59.00 | \$18,054.00 |

| WATER MAIN AND APPURTENANCES | | | | | |
|-----------------------------------|--|----|------|------------|--------------|
| 5.01 | Water Main, Trenched, PVC, 4" Diameter | LF | 10 | \$92.00 | \$920.00 |
| 5.02 | Water Main, Trenched, PVC, 8" Diameter | LF | 1129 | \$45.50 | \$51,369.50 |
| 5.03 | Fitting, 22.50 Degree Bend, 8" | EA | 2 | \$688.00 | \$1,376.00 |
| 5.04 | Fitting, 90.00 Degree Bend, 4" | EA | 1 | \$825.00 | \$825.00 |
| 5.05 | Fitting, 8" X 8" TEE | EA | 1 | \$1,020.00 | \$1,020.00 |
| 5.06 | Fitting, 8" X 4" TEE | EA | 1 | \$910.00 | \$910.00 |
| 5.07 | Fitting, 8" End Cap | EA | 1 | \$400.00 | \$400.00 |
| 5.08 | Water Service, Polyethylene, 0.75" Diameter, Near Side | EA | 14 | \$1,270.00 | \$17,780.00 |
| 5.09 | Water Service, Polyethylene, 0.75" Diameter, Far Side | EA | 10 | \$1,885.00 | \$18,850.00 |
| 5.10 | Water Main Removal, 4" Diameter | LF | 1114 | \$12.00 | \$13,368.00 |
| 5.11 | Gate Valve, 8" | EA | 4 | \$2,515.00 | \$10,060.00 |
| 5.12 | Fire Hydrant Assembly, Alternate | EA | 3 | \$7,385.00 | \$22,155.00 |
| 5.13 | Fire Hydrant Assembly Removal | EA | 1 | \$600.00 | \$600.00 |
| 5.14 | Water Main, Temporary, PEX, 2" Diameter | LF | 1837 | \$17.50 | \$32,147.50 |
| STRUCTURES FOR SANITARY AND STORM | | | | | |
| 6.01 | Manhole, Type SW-301, 48" Diameter | EA | 4 | \$6,750.00 | \$27,000.00 |
| 6.02 | Intake Type SW-505, 6'-8" X 2'-0" | EA | 2 | \$5,125.00 | \$10,250.00 |
| 6.03 | Intake Type SW-506, 6'-8" X 6'-0" | EA | 2 | \$8,025.00 | \$16,050.00 |
| 6.04 | Intake Adjustment, Minor | EA | 1 | \$1,675.00 | \$1,675.00 |
| 6.05 | Connect to Existing Intake, SW-211 Type PC-2 | EA | 1 | \$1,275.00 | \$1,275.00 |
| 6.06 | Remove Manhole, Sanitary | EA | 4 | \$850.00 | \$3,400.00 |
| 6.07 | Remove Intake, Storm | EA | 2 | \$575.00 | \$1,150.00 |
| 6.08 | Remove Cleanout, Sanitary | EA | 1 | \$875.00 | \$875.00 |
| STREETS AND RELATED WORK | | | | | |
| 7.01 | Pavement, PCC, C-SUD, 7" Thick | SY | 3250 | \$57.00 | \$185,250.00 |
| 7.02 | PCC Pavement Samples and Testing | LS | 1 | \$6,000.00 | \$6,000.00 |
| 7.03 | Removal of Sidewalk | SY | 850 | \$6.00 | \$5,100.00 |
| 7.04 | Removal of Driveway | SY | 820 | \$6.00 | \$4,920.00 |
| 7.05 | Sidewalk, PCC, 4" Thick | SY | 799 | \$58.00 | \$46,342.00 |
| 7.06 | Sidewalk, PCC, 6" Thick | SY | 66 | \$85.00 | \$5,610.00 |

| | | | | | |
|-------|--|------|------|-------------|-------------|
| 7.07 | Detectable Warnings, Galvanized Steel | SF | 60 | \$66.00 | \$3,960.00 |
| 7.08 | Driveway, Paved, PCC, Type A Residential, 6" Thick | SY | 898 | \$63.00 | \$56,574.00 |
| 7.09 | Subbase Over-Excavation, 6" Depth | SY | 400 | \$13.00 | \$5,200.00 |
| 7.10 | Pavement Removal | SY | 3148 | \$6.00 | \$18,888.00 |
| | TRAFFIC CONTROL | | | | |
| 8.01 | Temporary Traffic Control | LS | 1 | \$25,000.00 | \$25,000.00 |
| 8.02 | Remove and Reinstall Type A Sign | EA | 6 | \$300.00 | \$1,800.00 |
| 8.03 | Portable Dynamic Message Signs | CDAY | 20 | \$50.00 | \$1,000.00 |
| | SITE WORK AND LANDSCAPING | | | | |
| 9.01 | Conventional Seeding and Fertilizing, Type 4 | AC | 1 | \$600.00 | \$600.00 |
| 9.02 | Filter Sock, Installation, 9" | LF | 1700 | \$1.75 | \$2,975.00 |
| 9.03 | Filter Sock, Removal, 9" | LF | 1700 | \$0.50 | \$850.00 |
| 9.04 | Erosion Control Mulching, Hydromulching, BFM | AC | 1 | \$5,000.00 | \$5,000.00 |
| 9.05 | Inlet Protection Device, Rock | EA | 4 | \$500.00 | \$2,000.00 |
| 9.06 | Inlet Protection Device, Drop In | EA | 12 | \$200.00 | \$2,400.00 |
| 9.07 | Inlet Protection Device, Maintenance | EA | 24 | \$25.00 | \$600.00 |
| 9.08 | Remove and Reinstallation of Existing Fence, Vinyl, 6'H X 8'W | LF | 16 | \$82.00 | \$1,312.00 |
| 9.09 | Remove and Reinstallation of Existing Fence, Chain Link, 5'H X 8'W | LF | 16 | \$65.00 | \$1,040.00 |
| | MISCELLANEOUS | | | | |
| 11.01 | Mobilization | LS | 1 | \$70,000.00 | \$70,000.00 |
| 11.02 | Maintenance of Solid Waste Collection | LS | 1 | \$7,750.00 | \$7,750.00 |
| 11.03 | Temporary Pedestrian Ramp | EA | 6 | \$500.00 | \$3,000.00 |
| 11.04 | Temporary Granular Sidewalk | SY | 868 | \$9.00 | \$7,812.00 |
| 11.05 | Concrete Washout | LS | 1 | \$2,200.00 | \$2,200.00 |
| 11.06 | Temporary Fence, Orange Mesh Safety Fence | LF | 2186 | \$4.00 | \$8,744.00 |

TOTAL AMOUNT BID = \$ 1,122,982.75

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction Inc., as Principal (hereinafter the “Contractor” or “Principal”) and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ONE MILLION ONE HUNDRED TWENTY TWO THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND SEVENTY FIVE CENTS (\$1,122,982.75), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 20th day of November, 2023, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvement:

NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3

The NW Northlawn Area Utility Improvements – Phase 3 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on NW 2nd Street from NW Kline Street to NW Des Moines Street and on NW Kline Street from W 1st Street to NW 3rd Street in the Northlawn neighborhood in the City of Ankeny.

The improvements include approximately 3,250 SY of 7” thick PCC street pavement, 1,200 LF of sanitary sewer, 1,100 LF of water main, 250 LF of storm sewer, 1,900 LF of Type 2 subdrain, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of streets, driveways, and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

 - B. To keep all work in continuous good repair; and

 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys’ fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

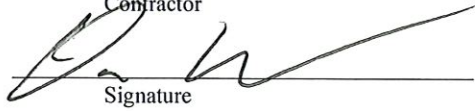
Witness our hands, in triplicate, this 20th day of November, 2023.

PRINCIPAL:

Absolute Concrete Construction, Inc.

Contractor

By


Signature

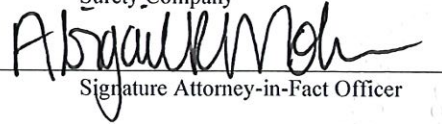
Vice President
Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By


Signature Attorney-in-Fact Officer

Abigail R. Mohr

Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.

Company Name

P. O. Box 14498

Company Address

Des Moines, IA 50306

City, State, Zip Code

515-243-8171

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

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, Abigail R Mohr; Laura Peiffer; Mat DeGroote; Matthew R Fay; Michael L McCoy; Sandy VanOsten

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 8th day of March, 2022.



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

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of March 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Polly Mason
Notary Public

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 20th day of November, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2023

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 Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266 | CONTACT NAME: Francisco Honzura PHONE (A/C, No, Ext): 515-309-6220 E-MAIL ADDRESS: Francisco_Honzura@ajg.com | FAX (A/C, No): 515-457-8964 | |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED Absolute Concrete Construction, Inc. PO Box 148 Slater, IA 50244 | INSURER A: Zurich American Insurance Company | | NAIC # 16535 |
| | INSURER B: American Guarantee and Liability Ins Co | | 26247 |
| | INSURER C: Ironshore Specialty Insurance Co | | 25445 |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: 1209053059

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | | GLO4425281-01 | 5/3/2023 | 5/3/2024 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP4425283-01 | 5/3/2023 | 5/3/2024 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | AUC4596526-01 | 5/3/2023 | 5/3/2024 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC4425282-01 | 5/3/2023 | 5/3/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A C | Leased/Rented Equip Pollution Liability | | | CPP5698002-01 ICELLUW00148154 | 5/3/2023 5/3/2023 | 5/3/2024 5/3/2025 | Ded \$1,000 Limit/Agg:\$1M/\$2M \$1,000,000 Retention \$15,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3

The City of Ankeny and Snyder & Associates, Inc. are additional insureds on the General Liability policy per form UGL1175.

CERTIFICATE HOLDER**CANCELLATION**
 City of Ankeny
 410 W 1st St
 Ankeny IA 50023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors



| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO4425281-01 | 05/03/2023 | 05/03/2024 | 05/03/2023 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.