



# City of Muscatine



## AGENDA ITEM SUMMARY

City Council

DATE:

September 17, 2020

### STAFF

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Jodi Royal-Goodwin, Community Development Director

### SUBJECT

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Request to Approve Contract and Bond with Langman Construction Inc. for the Reconstruction of Taxiway A and Authorization for the Mayor to Sign

### EXECUTIVE SUMMARY

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The reconstruction of Taxiway A was adopted as the first priority on the Muscatine Municipal Airport's 5-Year Capital Improvement Plan (CIP) which was approved by the Federal Aviation Administration (FAA). As required by the FAA, engineering was completed and the project was bid and contract awarded prior to submission of a grant request. At this time staff is recommending approval of the contract and bond with Langman Construction Inc.

### STAFF RECOMMENDATION

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Staff recommends Council approve the contract and bond with Langman Construction Inc. of Rock Island for the Taxiway A at the Muscatine Municipal Airport.

### BACKGROUND/DISCUSSION

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The City of Muscatine and the Airport Advisory Commission developed a 5-Year CIP approved by Federal Aviation Administration (FAA), which listed the reconstruction of taxiway A as the priority project. Due to typical funding limits it was anticipated the project would need to be done in three phases under different grants. The City has been notified by FAA staff that the full reconstruction of Taxiway A has been approved for construction this year.

Prior to submitting the grant application the City was required to complete all engineering, bid the project and award the contract. In December, Council approved Work Order 4 for the professional services contract with Bolton & Menk to complete the project design and preparation of bid documents. The plans, specifications, form of contract and estimated project costs were presented to City Council for approval at the April 16 meeting following the public hearing and bids and specifications were made available to potential bidders April 17.

Six bids were received with Langman Construction being determined to be the lowest responsive and responsible bid. Council awarded the construction contract for \$2,497,660.30 to Langman Construction during their May 21 meeting.

A FAA grant has now been awarded to the City for this project and the contract with Langman Construction must be approved for the project to proceed. FAA grants typically require a 10% cost share from the

grantee. For this year, additional funding made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act and FAA will covering 100% of this CIP project.

#### CITY FINANCIAL IMPACT

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There is no financial impact to the City as the FAA grant is anticipated to cover all engineering and construction expenses.

#### ATTACHMENTS

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1. Contract with Langman Construction Inc. for the Reconstruction of Taxiway A
2. Construction Bond

## CONTRACT

**Taxiway A Rehabilitation  
City of Muscatine  
Muscatine, Iowa**

THIS CONTRACT, made and entered into at City Hall this 29<sup>TH</sup> day of June 2020, by and between the City of Muscatine hereinafter called the "Jurisdiction", and Langman Construction, Inc., hereinafter called the Contractor".

### WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Taxiway A Rehabilitation as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Muscatine, 215 Sycamore Street, Muscatine, Iowa, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the FAA Standard Specifications, and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. 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 and Quantities 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 project:

### Taxiway A Rehabilitation

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Million, Four Hundred Ninety-Seven Thousand, Six Hundred Sixty Dollars and Thirty Cents dollars (\$2,497,660.30), which amount shall constitute the required amount of the performance and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

### CONTRACT PROVISIONS

#### A. Completion Date

1. This project is a 75 working days based contract, and not later than August 31, 2021.

#### B. Liquidated Damage

1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$1,000 (One Thousand dollars) for each day the work remains incomplete.

#### C. Maintenance Bond & Warranty

1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Muscatine, 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.
2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 1 year from and after acceptance of the work.

**D. Bid Quantity Revisions**

1. All quantities are estimates and subject to revision by the Jurisdiction.
2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

**CONTRACTOR'S CERTIFICATIONS**

A. The Contractor understands and agrees that all certifications made by the Contractor within the Proposal shall apply under this Agreement as if fully rewritten herein. The Contractor further certifies the following;

**1. Certification of Eligibility (29 CFR Part 5.5)**

- a. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

**2. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

- a. The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, 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 on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it 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 and that it will retain such certifications in its files.

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

**JURISDICTION:** City of Muscatine

**CONTRACTOR:**

By: \_\_\_\_\_  
Diana L. Broderson, Mayor

Langman Construction, Inc  
\_\_\_\_\_

(Seal)  
ATTEST:

By:   
Tara Blondell, President

\_\_\_\_\_  
Jodi Royal-Goodwin  
Community Development Director

\_\_\_\_\_  
220 34<sup>th</sup> Ave  
Street Address

\_\_\_\_\_  
Rock Island, IL 61201  
City, State, Zip Code

\_\_\_\_\_  
309-786-8944  
Telephone

**Intentionally Left Blank**

**CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration No. C103100 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 department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. 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 Jurisdictional 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 Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. 5018192  
Name of Surety EMPLOYERS MUTUAL CASUALTY COMPANY

**NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.**

**CORPORATE ACKNOWLEDGMENT**

State of Iowa )  
 ) SS  
Scott County )

On this 29<sup>th</sup> day of June, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tara Blondell and Mindy Steele, to me known, who, being by me duly sworn, did say that they are the President, and Project Manager Assistant 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 Tara Blondell and Mindy Steele acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

6-24  
2022 Notary Public in and for the State of Iowa   
My commission expires June 24<sup>th</sup> 20, 22

**CONTRACT ATTACHMENT:     ITEM 1: GENERAL - NONE**

**CONTRACT ATTACHMENT:     ITEM 2: BID ITEMS AND, QUANTITIES**

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 NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

**BASE BID**

ITEM	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	CONSTRUCTION SURVEY	LS	1	\$4,500.00	\$4,500.00
2	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$41,000.00	\$41,000.00
3	INSTALLATION AND REMOVAL OF SILT FENCE	LF	12,000	\$1.55	\$18,600.00
4	MOBILIZATION	LS	1	\$486,535.00	\$486,535.00
5	TRAFFIC CONTROL	LS	1	\$3,600.00	\$3,600.00
6	SWPPP PREPARATION	LS	1	\$3,000.00	\$3,000.00
7	SWPPP MANAGEMENT	LS	1	\$100.00	\$100.00
8	PAVEMENT REMOVAL	SY	27,850	\$3.25	\$90,512.50
9	REMOVE TAXIWAY EDGE LIGHT	EA	97	\$248.05	\$24,060.85
10	REMOVE TAXIWAY GUIDANCE SIGN	EA	7	\$1,118.33	\$7,828.31
11	TOPSOILING (OBTAINED ON SITE OR REMOVED FROM STOCKPILE)	CY	8,925	\$4.00	\$35,700.00
12	UNCLASSIFIED EXCAVATION	CY	6,000	\$6.00	\$36,000.00
13	RECYCLED CONCRETE AGGREGATE BASE COURSE, 6 IN. THICK	SY	30,000	\$7.25	\$217,500.00
14	SEPARATION GEOTEXTILE	SY	33,168	\$0.80	\$26,534.40
15	CRUSHED AGGREGATE BASE COURSE, 6 IN. THICK	SY	3,168	\$9.75	\$30,888.00
16	CONCRETE PAVEMENT, 6 IN. THICK	SY	29,138	\$40.50	\$1,180,089.00
17	PAVEMENT MARKING, SOLID YELLOW, WITH BEADS	SF	3,370	\$3.15	\$10,615.50
18	PAVEMENT MARKING, BLACK OUTLINE, NO BEADS	SF	6,740	\$3.15	\$21,231.00
19	SEEDING AND FERTILIZING	AC	13.3	\$965.00	\$12,834.50
20	MULCHING	AC	13.3	\$650.00	\$8,645.00
21	TRENCHING	LF	11,860	\$1.90	\$22,534.00
22	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	12,330	\$1.49	\$18,371.70
23	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	LF	11,860	\$2.99	\$35,461.40

**BASE BID (CONT'D.)**

ITEM	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
24	NON-ENCASED ELECTRICAL CONDUIT, 2" PVC/HDPE, IN TRENCH	LF	11,860	\$2.46	\$29,175.60
25	CONCRETE ENCASED ELECTRICAL DUCT BANK, WITH (2) 2" CONDUITS	LF	64	\$111.04	\$7,106.56
26	CAN PLAZA	EA	1	\$7,781.90	\$7,781.90
27	ELECTRICAL HANDHOLE, L-867, SIZE B	EA	2	\$859.85	\$1,719.70
28	L-861T TAXIWAY EDGE LIGHT, BASE MOUNTED	EA	127	\$506.20	\$64,287.40
29	L-858 GUIDANCE SIGN, 3 MODULE, FURNISH & INSTALL	EA	2	\$4,341.42	\$8,682.84
30	L-858 GUIDANCE SIGN, RELOCATE EXISTING, NO CHANGE TO FACES	EA	1	\$3,136.16	\$3,136.16
31	L-858 GUIDANCE SIGN, RELOCATE EXISTING W. NEW LEGEND FACES	EA	4	\$4,350.42	\$17,401.68
32	L-816T LED TAXIWAY EDGE LIGHT, INSTALL NEW FIXTURE ON EXISTING BASE	EA	30	\$740.91	\$22,227.30
<b>TOTAL – BASE BID</b>					<b>\$2,497,660.30</b>

**PERFORMANCE BOND**

Bond Number  
**S018192**

**Langman Construction, Inc., 220 34th Ave. Rock Island, IL 61201 Illinois**  
PRINCIPAL (Legal Name and Business Address) STATE OF INCORPORATION

**Employers Mutual Casualty Company, P.O. Box 712, Des Moines IA 50306**  
SURETY (Legal Name and Business Address) CONTRACT NO. CONTRACT DATE

**\$2,497,660.30** T51-120032 June 29, 2020

PENAL SUM OF BOND (Expressed in words and numerals)  
**Two Million, Four Hundred Ninety-Seven Thousand, Six Hundred Sixty and thirty cents**

**OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto The City of Muscatine, Iowa, Muscatine Municipal Airport, 215 Sycamore Street, Muscatine, IA, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Taxiway A Rehabilitation

Project Location: Muscatine Municipal Airport, Muscatine, Iowa

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

**CONDITION**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
  - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding,

including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

**WITNESS**

In witness whereof, this instrument is executed this the 29th day of June, 2020.

**INDIVIDUAL PRINCIPAL:**

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**CORPORATE PRINCIPAL:**

ATTEST:

Signature: Joshua L Blondell  
Name and Title: Joshua L Blondell sec  
(Affix Corporate Seal)

Corporate Name: Langman Construction, Inc.  
Signature: Charles H. Langman  
Name and Title: Charles H. Langman, Chairman

**SURETY:**

ATTEST:

Signature: Sofia Burnette  
Name and Title: Sofia Burnette  
(Affix Seal) Bond Account Manager

Surety Name: Employers Mutual Casualty Company  
Signature: Laura A Foust  
Name and Title: Laura A. Foust, Attorney-In-Fact  
(Attach Power of Attorney)

**OWNER ACCEPTANCE**

The OWNER approves the form of this Performance Bond.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Affix Seal)

**PAYMENT BOND**

Bond Number  
**S018192**

**Langman Construction, Inc., 220 34th Ave. Rock Island, IL 61201 Illinois**  
PRINCIPAL (Legal Name and Business Address) STATE OF INCORPORATION

**Employers Mutual Casualty Company, P.O. Box 712, Des Moines IA 50306**

SURETY (Legal Name and Business Address)  <b>\$2,497,660.30</b>	CONTRACT NO.  <b>T51 - 120032</b>	CONTRACT DATE  <b>June 29, 2020</b>
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PENAL SUM OF BOND (Expressed in words and numerals)  
**Two Million, Four Hundred Ninety-Seven Thousand, Six Hundred Sixty and thirty cents**

**OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **The City of Muscatine, Iowa, Muscatine Municipal Airport, 215 Sycamore Street, Muscatine, IA**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Taxiway A Rehabilitation

Project Location: Muscatine Municipal Airport, Muscatine, Iowa

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

**CONDITION**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any 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 Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the 29th day of June, 2020.

INDIVIDUAL PRINCIPAL:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

CORPORATE PRINCIPAL:

ATTEST:

Signature:

Joshua L Blondell

Name and Title: Joshua L Blondell Sec

(Affix Corporate Seal)

Corporate Name: Langman Construction, Inc.

Signature: Charles H. Langman

Name and Title: Charles H. Langman, Chairman

SURETY:

ATTEST:

Signature:

Sofia Burnette

Name and Title: Sofia Burnette

(Affix Seal)

Bond Account Manager

Surety Name: Employers Mutual Casualty Company

Signature: Laura A Foust

Name and Title: Laura A. Foust, Attorney-In-Fact

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Affix Seal)



P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**LAURA A. FOUST**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

<b>Surety Bond</b>	<b>Principal:</b>	<b>Obligee:</b>
<b>Number</b>	Langman Construction, Inc.	City of Muscatine, Iowa
		215 Sycamore St
		Muscatine, IA
S018192		
In an amount not exceeding Ten Million Dollars .....		\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

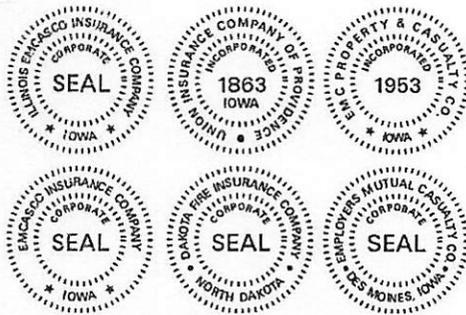
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



*Scott R. Jean*  
 Scott R. Jean, President & CEO  
 of Company 1; Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

*Kathy Loveridge*  
 Notary Public in and for the State of Iowa



### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of June, 2020.

*J D Clough*  
 Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Iowa dba Ruhl & Ruhl Insurance 212 Brady Street, Suite 4B Davenport IA 52801	CONTACT NAME: Laura Foust, CPCU, AAI, CRIS, CISR	
	PHONE (A/C No. Ext): 563 823 6734	FAX (A/C No): 866-873-6117
E-MAIL ADDRESS: laura.foust@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : United Fire & Casualty		13021
INSURER B : Lafayette Insurance Company		18295
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Langman Construction, Inc.; C.H Langman 220 34th Avenue Rock Island IL 61201 LANGCON-04

COVERAGES CERTIFICATE NUMBER: 1076579637 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 SUBR INSD   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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		60376776	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	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		60376776	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		60376776	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	60376776 30302918	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<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	Installation Leased/Rented Equipment Cargo		60376776	10/1/2019	10/1/2020	Limit \$1,000,000 Limit \$400,000 Limit \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
re: Taxiway A Rehabilitation  
City of Muscatine and Bolton & Menk are included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  City of Muscatine 215 Sycamore St. Muscatine IA 52761	<b>CANCELLATION</b>  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  