

HANCOCK COUNTY SECONDARY ROADS

BRITT COLD STORAGE BUILDINGS

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the Laws of the State of Iowa.</p>
	<p><i>Jeremy Purvis</i> 3-4-26</p> <p>Jeremy Purvis, P.E. Date</p> <p>License Number : P21934</p> <p>My license renewal date is December 31, 2026</p> <p>Pages or sheets covered by this seal: <u>All Sheets</u></p>

Prepared by:

HANCOCK COUNTY SECONDARY ROADS
855 State Street, Garner, Iowa 50438
(641) 923-2243

HANCOCK COUNTY SECONDARY ROADS - BRITT COLD STORAGE BUILDINGS
HANCOCK COUNTY, IOWA

The following documents are a part of this contract:

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NOTICE TO BIDDERS

Hancock County Secondary Roads - Britt Cold Storage Buildings HANCOCK COUNTY, IOWA PUBLIC IMPROVEMENT PROJECT

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **3:00 P.M.** on the **27th day of March 2026**, at the Hancock County Engineer's Office in the Courthouse, 855 State Street, Garner, Iowa 50438. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the Engineer's Staff and bids tabulated at **3:00 P.M.** on the **27th day of March 2026**, in the Hancock County Board of Supervisors Chambers. Bids will be considered by the Hancock County Engineer or his designee at its meeting on the **30th day of March 2026 at 9:30 A.M.** The Board of Supervisors may award a Contract at said meeting, or at such other time and place as shall then be announced.

Time for Commencement and Completion of Work

Work on the improvements shall begin after a written Notice to Proceed. The Notice to Proceed is anticipated to be issued after execution of contract documents, bond, and insurance submittals. First building payment shall begin after July 1, 2026.

All work on the project, including surface restoration, shall be completed by **November 2, 2026**.

Contract Documents

Complete sets of bidding documents and construction drawings are available at the Hancock County Engineer's Office in the Courthouse, 855 State Street, Garner, Iowa. There is no contract document deposit. Electronic contract documents are available on the Hancock County website at: https://hancockcountyiowa.gov/bid_notices/315/. Submit inquiries pertaining to the bidding documents to Hancock County Engineer Jeremy Purvis, P.E.. Contact information is on the cover sheet. Replies which revise the bidding documents will be issued to all bidding document holders of record as addenda and will become part of the Contract.

Bid Security

Each bidder shall accompany its bid with a bid security of five percent (5%) of the bid amount, as security that the successful bidder will enter into a Contract for the work bid upon and will furnish, after the award of contract, a bond for the faithful performance of the Contract, in the amount of the full Contract amount. Bid Security shall be in the form of a cashier's check, certified check, or bid bond as provided by law. Bid security will be returned upon execution of contracts.

Submission of Bid

The Bid shall be on a copy of the form provided in the Proposal and sealed in an envelope bearing the Bidder's name and endorsed as follows: **SEALED BID**; Hancock County; Britt Cold Storage Buildings.

The Bid Security shall be enclosed in a separate envelope bearing the Bidder's name and endorsed as follows: **BID SECURITY**; Hancock County; Britt Cold Storage Buildings.

Performance Bond & Proof of Insurance

Contractor shall furnish a Performance Bond after opening of the bids and before execution of the Contract, in the amount of the full Contract Amount. The bonds shall be issued by a responsible surety company authorized to do business in State of Iowa. Contractors shall provide a certificate of liability insurance with \$1,000,000 coverage.

Sales Tax Exemption

Sales Tax Exemption Certificates through Hancock County will be available for all materials purchased for incorporation in the project after the accepted bid by the Hancock County Board of Supervisors.

General Nature of the Public Improvement

Hancock County Secondary Roads - Britt Cold Storage Buildings

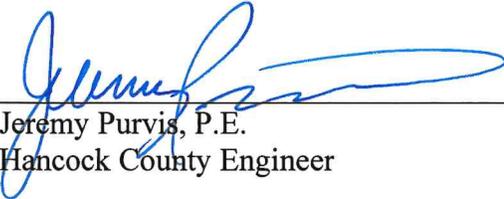
Hancock County Secondary Roads is seeking proposals on a cold storage building to be erected on county property addressed at 1020 Diagonal Street, Britt, Iowa. The following specifications and dimensions shall apply to the construction of the building. The Contractor shall perform all work in accordance with the manufacturer's recommendations.

The Hancock County Engineer reserves the right to waive noncompliance on minor technicalities on this specification and to reject any or all bids if deemed in the best interest of Hancock County.

Building details: 216' x 54' wood frame building (Building A) with 42' x 80' connected wood frame building (Building B), three exterior walk-in doors, seven-14-foot high by 24-foot-wide overhead doors on the North side Building A, and two-16-foot high by 14-foot wide on Building B. Gable roof building with 18-foot-high sidewalls. Both buildings shall have a finished interior with insulation, white steel interior, and alternatives for 7" modified subbase floor or 7" reinforced concrete floor.

Plan holders, please notify the County Engineer, Jeremy Purvis, jeremy.purvis@hancockcountyyia.org, to be added to the plan holder's list to receive any project updates or addendums.

This Notice is given by authority of Hancock County.



Jeremy Purvis, P.E.
Hancock County Engineer

PROPOSAL

PROPOSAL: PART A – SCOPE

Hancock County, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced improvements. The undersigned Bidder hereby proposes to complete the work comprising the referenced below improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the County Engineer, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

Hancock County Secondary Roads - Britt Cold Storage Buildings

General Nature of the Public Improvement. The work includes all materials, equipment, and labor necessary to complete specified cold storage buildings on county property located at 1020 Diagonal Street, Britt, Iowa. The project consists of a primary 216’ x 54’ wood-frame building connected to a secondary 42’ x 80’ wood-frame building, overhead doors, and the interior of both buildings will be fully finished, including insulation, white steel interior wall finishes, and alternatives for 7” modified subbase floor or 7” reinforced concrete floor.

PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Prices and Total Bid Price on the following page.

(CONT. PROPOSAL)

BID SCHEDULE

Hancock County Secondary Roads - Britt Cold Storage Buildings

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal: Bid Items, Quantities, and Total Prices. The total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

Item No.	Item Description	Units	Quantity	Unit Price	Total Price
BASE	216' x 54' Building A plus 42' x 80' Building B	Lump Sum	1.0		
TOTAL BID:					
ADD-1	7" Modified Subbase Interior Floor	TON	613.5		
ADD-2	7" PCC Interior Floor in lieu of Rock	SF	15,024		
ADD-3	8" Exterior Concrete	SF	2,740		
ADD-4	Pipe Bollards	EACH	36		

(CONT. PROPOSAL)

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total base bid plus alternates 1 or 2; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Work on the improvements shall begin after a written Notice to Proceed. The Notice to Proceed is anticipated to be issued after execution of contract documents, bond, and insurance submittals. First building payment shall begin after July 1, 2026.
4. All work on the project, including surface restoration, shall be completed by November 2, 2026.

(CONT. PROPOSAL)

PROPOSAL : PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

(CONT. PROPOSAL)

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Joint -Venture: All parties must join in and execute all documents
- Other

Bidder

Signature

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

In the event the above signature is not that of the company's owner, president, CEO, etc., provide the Chief Officials's Name and Title below.

Name

Title

The bidder shall enter its Public Registration Number _____ - _____ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the

State of _____

My commission expires _____

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and Firmly bound unto Hancock County, Iowa as Obligee, (hereinafter referred to as “the Jurisdiction”), in the penal sum of _____ Dollars (_____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

Hancock County Secondary Roads - Britt Cold Storage Buildings

General Nature of the Public Improvement. The work includes all materials, equipment, and labor necessary to complete specified cold storage buildings on county property located at 1020 Diagonal Street, Britt, Iowa. The project consists of a primary 216’ x 54’ wood-frame building connected to a secondary 42’ x 80’ wood-frame building, overhead doors, and the interior of both buildings will be fully finished, including insulation, white steel interior wall finishes, and alternatives for 7” modified subbase floor or 7” reinforced concrete floor.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this bond, the parties agree that the venue thereof shall be Hancock County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this bond. 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 Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney’s fees, and any other expense of recovery.

(CONT. BID BOND)

Signed and sealed this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

Surety Company

BY _____
Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Bidder

By _____
Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

CONTRACT

DATE _____

THIS CONTRACT, made and entered into at Garner, Iowa this _____ day of _____, 2026 by and between Hancock County, Iowa by its County Engineer upon order of its Board of Supervisors hereinafter Called the "Jurisdiction", and _____ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the County Engineer. This contract includes all contract documents. The Contractor further agrees to complete the work in strict accordance with said contract documents, and 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 improvements:

Hancock County Secondary Roads - Britt Cold Storage Buildings

General Nature of the Public Improvement. The work includes all materials, equipment, and labor necessary to complete specified cold storage buildings on county property located at 1020 Diagonal Street, Britt, Iowa. The project consists of a primary 216' x 54' wood-frame building connected to a secondary 42' x 80' wood-frame building, overhead doors, and the interior of both buildings will be fully finished, including insulation, white steel interior wall finishes, and alternatives for 7" modified subbase floor or 7" reinforced concrete floor.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount _____ DOLLARS (\$ _____) 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. The Notice to Proceed is anticipated to be issued after execution of contract documents, bond, and insurance submittals. First building payment shall begin after July 1, 2026. All work on the project, including surface restoration, shall be completed by **November 2, 2026**.

(CONT. CONTRACT)

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

JURISDICTION

By _____
Board of Supervisor, Chair

(Seal)
ATTEST:

County Auditor

CONTRACTOR:

Contractor

By _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be provided by:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ 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 County 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 be 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, or as amended, governing foreign corporations. For further information, contact the Iowa Secretary of State Office at 515-281-5204.

(CONT. CONTRACT)

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being duly sworn by me, did say that they are the _____, 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 _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being duly sworn by me, did say that they are the _____, 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 _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

(CONT. CONTRACT)

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES AND PRICES

Item No.	Item Description	Units	Quantity	Unit Price	Total Price
BASE	216' x 54' Building A plus 42' x 80' Building B	Lump Sum	1.0		
TOTAL BID:					
ADD-1	7" Modified Subbase Interior Floor	TON	613.5		
ADD-2	7" PCC Interior Floor in lieu of Rock	SF	15,024		
ADD-3	8" Exterior Concrete	SF	2,740		
ADD-4	Pipe Bollards	EACH	36		
TOTAL BID PLUS ANY ADD:					

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal”) and _____, as Surety are held and firmly bound unto Hancock County , 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 _____ DOLLARS (\$ _____), 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 _____ day of _____, 2026, hereinafter the “Contract” wherein said Contractor undertakes and agrees to construct the following described improvements:

Hancock County Secondary Roads - Britt Cold Storage Buildings

General Nature of the Public Improvement. The work includes all materials, equipment, and labor necessary to complete specified cold storage buildings on county property located at 1020 Diagonal Street, Britt, Iowa. The project consists of a primary 216’ x 54’ wood-frame building connected to a secondary 42’ x 80’ wood-frame building, overhead doors, and the interior of both buildings will be fully finished, including insulation, white steel interior wall finishes, and alternatives for 7” modified subbase floor or 7” reinforced concrete floor.

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 improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default of 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 which 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

(CONT. – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

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, Code of Iowa, 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 one (1) year 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 inspection to assure that any defects are remedied, and to repay 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.

Contractor's and Surety's agreement herein made extend to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

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 twenty percent 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.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

(CONT. – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

- 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, attorney’s 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 with respect to 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 with respect to this Bond, the parties agree that the venue thereof shall be Hancock 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all 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 work, term, or phrase 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.

(CONT. – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as Prescribed
by Chapter 515.52-57, Iowa Code.
(Required only if Attorney-in-Fact is not also an Iowa Resident
Commission Agent).

Contractor

By: _____
Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact

Company Telephone Number

Name of Attorney-in-Fact

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

NOTICE TO PROCEED

TO: _____ DATE: _____

_____ PROJECT: Britt Cold Storage Buildings

_____ HANCOCK COUNTY, IOWA

You are hereby notified to commence work in accordance with the Contract dated _____ ,
and you are to begin construction work on _____ and complete all
remaining construction activities on or before November 2, 2026.

Dated this _____ day of _____, 20__.

_____ HANCOCK COUNTY

By _____

Title County Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ on this

the _____ day of _____, 20__.

By: _____

Title: _____