

MATERIAL CONTRACT

THIS AGREEMENT made and entered into by and between Woodbury County, by its Board of Supervisors, consisting of the following members: Rocky DeWitt, Matthew Ung, Keith Radig, Justin Wright and Mark Monson

party of the first part, and Metal Culverts Inc.
 of Jefferson City, MO, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of -----
One Hundred Twenty Five Thousand Seven Hundred Forty Four Dollars and 40/100 Dollars (\$125,744.40) payable as set forth in the specifications constituting a part of this contract, hereby agrees to furnish f.o.b. the locations as designated in the Instruction to Bidders, and within the time specified therein the various items of material listed below as follows: Complete delivery of Item No.'s 1 through 6 on or before the 30th day of June 2021. Complete delivery of Item No. 7 to be delivered after July 1, 2021 and before July 31/2021. (Corrugated metal culvert pipe per letting date March 30, 2021).

Item No.	Description	Quantities Total Lin. Ft.	Unit Price Dollars	Dollar Amount
1.	18' Culvert Pipe	370 L.F.	\$23.70 Per Lin. Ft.	\$ 8,769.00
2.	24" Culvert Pipe	2,694 L.F.	\$31.60 Per Lin Ft.	\$ 85,130.40
3.	30" Culvert Pipe	264 L. F.	\$38.75 Per Lin Ft.	\$ 10,230.00
4.	36" Culvert Pipe	176 L. F.	\$46.25 Per Lin Ft.	\$ 8,140.00
5.	18" Connecting Band	18 Each	\$35.55 per each	\$ 639.90
6.	24" Connecting Band	90 Each	\$71.10 per each	\$ 6,399.00
7.	Special Pipe 2021-1**	1 L. S.	\$6,436.10	\$ 6,436.10

**To be delivered after 7/1/21 and before 7/31/21

TOTAL \$125,744.40

NOTE: Fabricated lengths and delivery sites will be per LETTING NOTICE Sheets 3 through 5

That at the option of the Party of the First Part, the amounts of materials may be increased or decrease within thirty (30) days from date thereof, not to exceed ten (10) per cent, without invalidating this contract. Department of Transportation

That the Proposal, Instructions to Bidders, specific Contract and the Specifications of the Iowa Department of Transportation date of Series, 2015 covering the various kinds or classes of material herein specified, are and constitute the contract between the parties hereto, and that all material furnished shall comply with requirements thereof.

That the dates of delivery specified in the Proposal are of the essence of this contract and a failure to make delivery by the specified date of delivery shall constitute a breach of this contract, and the Party of the First Part may thereafter purchase such material at its option, and the difference in cost, if any, between the amounts so paid for the material and the contract price for the same shall constitute the measure of damage to be paid by the Party of the Second Part to the Party of the First Part for such breach.

That in consideration of the foregoing, the Party of the First Part agrees to inspect all material promptly upon delivery and to pay to the Party of the Second Part the sums as set forth in the contract promptly after the inspection and acceptance of the material.

In WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and three other instruments of like tenor, this 20th day of April, 2021.

Woodbury County, Iowa
 Party of the First Part
 By Rocky DeWitt, Chairman

Metal Culverts Inc.
 By Michael L. Ruck