



WOODBURY COUNTY, IOWA
CONTRACT

PATRICK F. GILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS

12C
10/10/17

Kind of Work Stream Stabilization Repair
Project No. M-HC 17-4 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Matthew Ung, Jeremy Taylor, Marty Pottebaum, Keith Radig and Rocky De Witt, Contracting Authority and Dixon Construction Corporation, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of Forty Nine Thousand and 00/100 (\$49,000.00)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
	Project: M-HC 17-4	Group 1		
1.	Excavation Class 12	208 C.Y.	\$5.00	\$ 1,040.00
2.	Excavation Class 10 Channel	148 C.Y.	5.00	740.00
3.	Concrete Grout for Revetment	34 C.Y.	300.00	10,200.00
4.	Revetment Class B	260 Ton	47.00	12,220.00
5.	Revetment Class E	400 Ton	47.00	18,800.00
6.	Mobilization	1 L.S.	3,000.00	3,500.00
7.	Dewater	1 L.S.	2,500.00	2,500.00

TOTAL BID \$49,000.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of September 19, 2017

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. M-HC 17-4 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		November 6, 2017	20

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the 10th day of October, 2017

Approved:
By David R. Dixon
Contractor: Dixon Construction

By [Signature]
Contracting Authority: Woodbury County Board Chairperson

Date 10/2/17

Date 10-10-17

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC586997

Contract I.D.: M-HC 17-4

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,
Dixon Construction Co.

of P.O. Box 47, Correctionville, IA 51016-0047

(hereinafter called the Principal) and

Merchants Bonding Company (Mutual)

of P.O. Box 14498, Des Moines, IA 50306 - 3498

(hereinafter called the Surety) are held and firmly bound unto the
Woodbury County

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Forty Nine Thousand Dollars and 00/100

(\$ 49,000.00

dollars

),
lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors,
administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract
with the Contracting Authority to perform Stream Stabilization Repair; Project No. M-HC 17-4

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully
and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms,
or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in
the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which
the public corporation is required to retain until completion of the public improvements, but the principal and sureties 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.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands
incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason
of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such
default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and
held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is 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 is being charged against the
contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20
percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the
contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority
at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of
material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this
obligation guarantee to maintain the work for five years.

