

8-22-17
12e

ATRICK F. GILL
ODDBURY COUNTY
FOR & RECORDER &
IM. OF ELECTIONS

CONTRACT

Kind of Work P.C.C. Patching at various locations in Woodbury County Miles UG 30 PM 10 46
Project No. P.C.C. Patching 2017 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 Ten Point Construction Company of Denison, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Sixty Five Thousand Three Hundred Eighty Nine and 00/100 (\$65,389.00)

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
PCC Patching at various locations in Woodbury County		Group I		
1.	Saw/Remove 567 SY PCC Replace with 567 SY 8" M-4 PCC	567.00 S.Y.	\$ 107.00	\$60,669.00
2.	Patch by Count	37 Each	\$ 60.00	\$ 2,220.00
3.	Mobilization	1 Lump Sum	\$ 500.00	\$ 500.00
4.	Traffic Control	1 Lump Sum	\$ 2,000.00	\$ 2,000.00
TOTAL BID				\$65,389.00

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 date of July 10, 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. PCC Patching 2017 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
		October 02, 2017	25

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 22nd day of August, 2017

Contractor: Ten Point Construction Co.
By [Signature]
KR Buck

Contracting Authority: Woodbury County, Iowa
By [Signature]
Matthew Ung Chairman

Date 8/15/17

Date 8-22-17



IOWADOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 30012974
 Contract I.D.: PCC Patching 2017
 County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Ten Point Construction Co Inc

of

Denison, Iowa

(hereinafter called the Principal) and

Western Surety Company

of

Chicago IL

(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

Sixty Five Thousand Three Hundred Eighty Nine Dollars & 00/100 dollars
 (\$ 65,389.00),

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

PCC Patching at various locations

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.



CONTRACTOR'S PERFORMANCE BOND

Bond Number: 30012974

Contract I.D.: PCC Patching 2017

County: Woodbury

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, _____,

Ten Point Construction Co Inc

By: [Signature] KR Buck Principal
President Title

Western Surety Company

By: [Signature] Jill Shaffer Attorney-in-fact Surety
Jill Shaffer Attorney-in-fact Title

Address: 4200 University Avenue #200
West Des Moines IA 50266

Principal

By: _____
Title

Surety
By: _____
Title

Address: _____

Principal

By: _____
Title

Surety

By: _____
Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of <u>Woodbury</u> County,	
this <u>22</u> day of <u>August</u> , <u>2017</u>	
<u>[Signature]</u> Signature	<u>Chairman</u> Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____ (Contracting Authority)	
this _____ day of _____,	
_____ Signature	_____ Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Keairnes, Greg T LaMair, Nancy D Baltutat, Patrick K Duff, Jeffrey R Baker, Jill Shaffer, Joseph I Schmit, Christopher R Seiberling, Individually

of West Des Moines, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of May, 2016.

WESTERN SURETY COMPANY



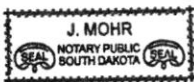
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of May, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.