

Original
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11/03/15

CONTRACT

Kind of Work P.C.C. Patching at various locations in Woodbury County Miles _____
Project No. P.C.C. Patching 2015 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Mark Monson, Larry Clausen, Matthew Ung, Jaclyn Smith, and Jeremy Taylor, Contracting Authority, and

Ten Point Construction Company of Denison, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Nintey FourThousand Six Hundred Fifty and 00/100 (\$94,650.00)

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 1		
1.	Saw/Remove 800 SY PCC Replace with 800 SY 8" M-4 PCC	800.00 S.Y.	\$ 101.00	\$80,800.00
2.	Class 10 removal 147 SY PCC Replace with 147 SY 8" M-4 PCC	27.00 S.Y.	\$ 110.00	\$2,970.00
3.	Patch by Count	34 Each	\$ 70.00	\$2,380.00
4.	Mobilization	1 Lump Sum	\$ 4,000.00	\$4,000.00
5.	Traffic Control	1 Lump Sum	\$ 4,500.00	\$2,500.00
TOTAL BID				\$94,650.00

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 September 30, 2015

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 2015 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 02 , 2015	24

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 _____ day of _____, 2015

Contractor: Ten Point Construction Co.

By Deborah Weman V.P

Contracting Authority: Woodbury County, Iowa

By Mark Monson
Mark Monson Chairman

Date 10-19-15

Date 11-2-15

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 929614286

Contract I.D.: P.C.C. Patching 2015

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we, Ten Point Construction Co Inc

of Denison, IA (hereinafter called the Principal) and Western Surety Company

of Sioux Falls, South Dakota (hereinafter called the Surety) are held and firmly bound unto the Woodbury County (hereinafter called the Contracting Authority) Iowa, in the penal sum*

(Iowa DOT, County, or City name, etc.) of Ninety Four Thousand Six Hundred Fifty Dollars & 00/100--- dollars (\$ 94,650.00), 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 on the _____ day of _____, _____ enter into a written contract with the Contracting Authority to perform P.C.C. Patching 2015 work per the terms and specifications of the contract

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. The 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 penalty 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.

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

By: _____ Principal

Ten Point Construction Co Inc Principal

Title

By: [Signature] KR Buck Title

Title

President Title

By: _____ Surety

Western Surety Company Surety

Title

By: [Signature] Jill Shaffer, Attorney-in-Fact Title

Address: _____

Address: 4200 University Ave #200, West Des Moines IA 50266 Title

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

This bond approved by the _____ County, this _____ day of _____ (Board of Supervisors of) _____, _____ [Signature] Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:

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

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, F Melvyn Hrubetz, Greg T LaMair, Nancy D Baltutat, Patrick K Duff, Jeffrey R Baker, Jill Shaffer, Joseph I Schmit, Individually

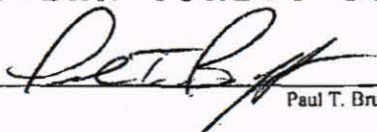
of West Des Moines, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - this power will remain in full force and in effect until written notification is received - 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 5th day of July, 2013.



WESTERN SURETY COMPANY

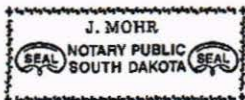

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of July, 2013, 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, 2015






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, 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.