



WOODBURY COUNTY, IOWA
CONTRACT

7-11-17
14a
PATRICK F. GILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS
2017 JUL 19 AM 8 31

Kind of Work HMA Pavement Rout and Seal
Project No. HMA Rout and Seal 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 Sioux Commercial Sweeping Sioux Center, IA.

Contractor:

WITNESSETH: That the Contractor, for and in consideration of Fifty Nine Thousand Two Hundred Thirty and 00/100 (\$59,230.00) 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:

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount. Includes items like HMA Rout and Seal 2017, Mobilization, and Traffic Control. Total Bid: \$59,230.00

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 May 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. HMA Rout and Seal 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:

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Late Start Date, Number of Working Days. Values: August 14, 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 day of , 20

Approved: [Signature]
By: [Signature] President - Sioux Commercial Sweeping
Contractor: Sioux Commercial Sweeping

Date: 6/26/17

By: [Signature]
Contracting Authority: Woodbury County Board Chairperson

Date: 7-11-17



INSURANCE

CONTRACT BOND

Bond No. SY78920

KNOW ALL MEN BY THESE PRESENTS:

That we Sioux Commercial Sweeping, Inc. (hereinafter called the Principal), as Principal and IMT Insurance Company a corporation of the State of Iowa, with its Home Office in the City of West Des Moines, Iowa (hereinafter called Surety), are held and firmly bound unto Woodbury County Board of Supervisors (hereinafter called Owner), in the full and just sum of Fifty-nine Thousand Two Hundred Thirty and no/100 (\$59,230.00) DOLLARS, to the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 2017

WHEREAS, the Principal has entered into a written contract, dated the 11th day of July, 2017, with the Owner for HMA Pavement Rout and Seal 2017

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT, if the above bounden Principal shall indemnify the Owner from and against any and all loss or damage directly arising by reason of the failure of the Principal to perform faithfully said contract, as well as against any and all direct loss which the Owner may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. That the Owner shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Owner.
2. That if the Principal shall abandon said contract or be lawfully compelled by reason of default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
3. That the Owner shall notify the surety by registered letter, addressed and mailed to it at its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Owner, or the Architect, or Engineer.

Sioux Commercial Sweeping, Inc.
Principal _____
By _____

Countersigned:
By B.V.B.
Resident Agent

IMT Insurance Company
By Doug Van Bruggen POA
Doug Van Bruggen, Attorney-in-Chief

