



WOODBURY COUNTY, IOWA CONTRACT

Kind of Work HMA Rout and Seal
Project No. HMA Rout and Seal 2021 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Rocky De Witt, Matthew Ung, Keith Radig, Justin Wright and Mark Monson Contracting Authority, and Sioux Commercial Sweeping, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Sixty Two Thousand Seven Hundred and 00/100 _____ (\$62,700.00)

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: HMA Rout and Seal 2021				
1.	HMA Rout and Seal	60,000 LF	\$0.98	\$ 58,200.00
2.	Mobilization	1 LS	\$2,250.00	2,250.00
3.	Traffic Control	1 LS	\$2,250.00	2,250.00
TOTAL BID				\$62,700.00

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 August 18, 2021

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 2021 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	Working Days
		October 18, 2021	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

23rd day of September, 2021

Approved: _____
By: [Signature]
Contractor: Sioux Commercial Sweeping Inc.

Date: 9/20/21

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

Date: 10/5/2021



Bond No. T248324

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Sioux Commercial Sweeping, Inc.

231 7th Ave. SE, Sioux Center, IA 51250-2269

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA,

and authorized to transact business in the State of Iowa as Surety, are held and firmly

bound unto Woodbury County Road Dept.

759 E Frontage Rd., Merville, IA 51039-8199

(hereinafter called "Obligee"), in the penal sum of Sixty-Two Thousand Seven Hundred and no/100

DOLLARS (\$ 62,700.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 23rd day of September, 20 21.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 23rd day of September, 20 21, providing for the construction or supply of, Grout and Seal Cracks on Asphalt Roadways

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

WITNESS:

Sioux Commercial Sweeping, Inc.

Principal

[Seal]

By: [Signature]

(If Individual or Firm)

ATTEST:

Employers Mutual Casualty Company

Surety

[Seal]

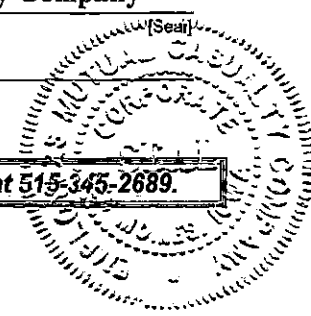
By: [Signature]

Cory Hamling

Attorney-in-Fact

(If Corporation)

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.





Employers Mutual
Casualty Company

Bond No. T248324

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Sioux Commercial Sweeping, Inc.

231 7th Ave. SE, Sioux Center, IA 51250-2269
(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of

Iowa (hereinafter called "Surety"), as Surety, are held and firmly bound unto the Woodbury County Road Dept.

759 E Frontage Rd., Merville, IA 51039-8199

(hereinafter called "Obligee"), in the penal sum of Sixty-Two Thousand Seven Hundred and no/100

 DOLLARS, (\$ 62,700.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 23rd day of September, 20 21, providing for the construction or supply of, Grout and Seal Cracks on Asphalt Roadways

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, IF the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED and sealed this 23rd day of September, 20 21.

WITNESS:

Sioux Commercial Sweeping, Inc.
Principal [Seal]
By: [Signature]

(If Individual or Firm)

ATTEST:

Employers Mutual Casualty Company
Surety
By: Cory Hamling
Cory Hamling Attorney-in-Fact

[Signature]
(If Corporation)

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2699.





P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Cory Hamling

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond	Principal:	Obligee:
Number	Sioux Commercial Sweeping Inc.	Woodbury County Rd Dept
T248324		

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

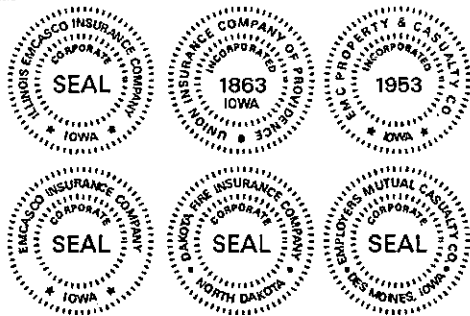
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Authority is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
 Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of September, 2021.

J D Clough
 Vice President