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04/19/16

Project No. CP-2016  
County Woodbury

### MATERIAL CONTRACT

THIS AGREEMENT made and entered into by and between Woodbury County, by its Board of Supervisors, consisting of the following members: Jeremy Taylor, Mark Monson, Larry D. Clausen, Jaclyn Smith., and Matthew Ung party of the first part, and Metal Culverts Inc. of Jefferson City, MO, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of Ninety Nine Thousand Five Hundred Seventy Two Dollars and 33/100 Dollars (\$99,572.33) payable as set forth in the specifications constituting a part of this contract, hereby agrees to furnish f.o.b. the locations as designated in the Instruction to Bidders, and within the time specified therein the various items of material listed below as follows: Complete delivery of all materials on or before the 1st day of June 2016 (Corrugated metal culvert pipe per letting date March 22, 2016).

Item No.	Description	Quantities Total Lin. Ft.	Unit Price Dollars	Dollar Amount
1.	24" Culvert Pipe	2,334 L.F.	\$15.06 Per Lin. Ft.	\$ 35,150.04
2.	30" Culvert Pipe	254 L.F.	\$18.49 Per Lin Ft.	\$ 4,696.46
3.	36" Culvert Pipe	468 L. F.	\$22.06 Per Lin Ft.	\$ 10,324.08
4.	24" Bands	125 Each	\$30.12 Each	\$ 3,765.00
5.	30"Bands	15 Each	\$36.98Each	\$ 554.70
6.	36"Bands	25 Each	\$44.12 Each	\$ 1,103.00
7.	Special Pipe 2016-2	1 L. S.	\$9,979.45	\$ 9,979.45
8.	Special Pipe 2016-3	1 L. S.	\$33,999.60	\$ 33,999.60
<b>TOTAL</b>				<b>\$ 99,572.33</b>

NOTE: Fabricated lengths and delivery sites will be per LETTING NOTICE Sheet 5,6,7 and 8

That at the option of the Party of the First Part, the amounts of materials may be increased or decrease within thirty (30) days from date thereof, not to exceed ten (10) per cent, without invalidating this contract. Department of Transportation That the Proposal, Instructions to Bidders, specific Contract and the Specifications of the Iowa Department of Transportation date of Series, 2011 covering the various kinds or classes of material herein specified, are and constitute the contract between the parties hereto, and that all material furnished shall comply with requirements thereof. That the dates of delivery specified in the Proposal are of the essence of this contract and a failure to make delivery by the specified date of delivery shall constitute a breach of this contract, and the Party of the First Part may thereafter purchase such material at its option, and the difference in cost, if any, between the amounts so paid for the material and the contract price for the same shall constitute the measure of damage to be paid by the Party of the Second Part to the Party of the First Part for such breach. That in consideration of the foregoing, the Party of the First Part agrees to inspect all material promptly upon delivery and to pay to the Party of the Second Part the sums as set forth in the contract promptly after the inspection and acceptance of the material. In WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and three other instruments of like tenor, this 19th day of April, 2016.

Woodbury County, Iowa  
Party of the First Part  
By Jeremy Taylor, Chairman  
Metal Culverts Inc.  
  
By Emily Spencer