



10-24-17
14

WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Intersection Relocation
Project No. L-(280th St)--73-97 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 Flewelling Earthmoving Inc Merville, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Sixty Three Thousand Seven Hundred Forty Three and 90/100 (\$63,743.90)

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: L-(280 th St)--73-97 Group I				
1.	Clearing and Grubbing	3.239 Acres	\$787.00	\$ 2,549.09
2.	Excavation Class 10 Roadway & Borrow	16,000 C.Y.	2.12	33,920.00
3.	Culvert, Corrugated Metal Entrance Pipe, 24" diameter	100 L.F.	45.52	4,552.00
4.	Culvert, Corrugated Metal Roadway Pipe, 24" diameter	70 L.F.	45.52	3,186.40
5.	Erosion Stone	36 Ton	49.41	1,778.76
6.	Safety Closure	2 Each	200.00	400.00
7.	Traffic Control	1 L.S.	2,000.00	2,000.00
8.	Mobilization	1 L.S.	8,375.00	8,375.00
9.	Mulching	3.239 Acres	850.00	2,753.15
10.	Stabilizing Crop Seeding and Fertilizing	3.239 Acres	500.00	1,619.50
11.	Silt Fence	570 L.F.	3.00	1,710.00
12.	Silt Fence For Ditch Checks	80 L.F.	5.00	400.00
13.	Mobilization, Erosion Control	1 Each	500.00	500.00

TOTAL BID **\$63,743.90**

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 September 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. L-(280th St)--73-97 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 23, 2017	22

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

24th day of October, 2017

Approved:

By [Signature] President
Contractor: Flewelling Earthmoving Inc

Date 10-15-17

By [Signature]
Contracting Authority: Woodbury County Board Chairperson

Date 10-24-17



IOWADOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 71957943

Contract I.D.: _____

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Flewelling Earthmoving, Inc.

of

2667 140th St., Merville, IA 51039

(hereinafter called the *Principal*) and

WESTERN SURETY COMPANY

of

333 S. Wabash Ave., 41st Fl., Chicago, IL 60604

(hereinafter called the *Surety*) are held and firmly bound unto the

WOODBURY COUNTY BOARD OF SUPERVISORS OFFICE

(Iowa DOT, County, or City name, etc.)

(hereinafter called the *Contracting Authority*) Iowa, in the sum of

Sixty-Three Thousand Seven Hundred Forty-Three and no/100 dollars

(\$ 63,743.00).

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

L-{280th St}--73-97 Grading of Land

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.

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 71957943

Contract I.D.: _____

County: Woodbury

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day of October, 2017.

Flewelling Earthmoving, Inc.
By: David Flewelling *David Flewelling* Principal
David Flewelling President
Title

WESTERN SURETY COMPANY
By: Deborah L. Clark *Deborah L. Clark* Surety
DEBORAH L. CLARK, Attorney-in-Fact
Title

Address: 300 MAIN STREET, MOVILLE, IA 51039



By: _____ Principal
Title

By: _____ Surety
Title

Address: _____

By: _____ Principal
Title

By: _____ Surety
Title

Address: _____

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

This bond approved by the Board of Supervisors of Woodbury County,
this 27th day of October, 2017.
[Signature] Chairman
Signature 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 labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request the information. Failure to provide all required information will result in denial of the award of the contract.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71957943

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DEBORAH L CLARK

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Flewelling Earthmoving, Inc.

Obligee: Woodbury County Board of Supervisors Office

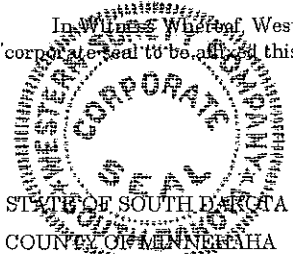
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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."

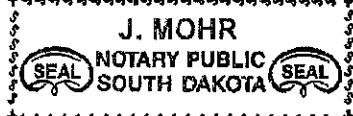
If Bond No. 71957943 is not issued on or before midnight of November 21, 2017, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 13th day of October, 2017.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 13th day of October, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of October, 2017.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.