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PATRICK J. HILL  
**WOODBURY COUNTY, IOWA**  
 AUDITOR & REGISTER & CONTRACT  
 COMM. OF PUBLIC WORKS

2019 OCT 29 PM 4 26

Kind of Work Grading

Project No. L-FM-(D50)--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: Keith Radig, Marty Pottebaum, Rocky DeWitt, Matthew Ung and Jeremy Taylor, Contracting Authority, and Mathers Construction, Co of Correctionville, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of \_\_\_\_\_  
Two Million Thirty-one Thousand Nine Hundred Seventy-Five and 53/100 (\$2,031,975.53 )  
 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
Group 1				
1.	Clear and Grubbing	28.00 Acres	\$ 1,000.00	\$ 28,000.00
2.	Excavation Class 10 Roadway & Borrow	537,879.00 C.Y.	1.95	1,048,864.05
3.	Topsoil, Strip, Salvage and Spread	27,993.00 C.Y.	2.30	64,383.90
4.	Granular Surface on Road Crushed Concrete	11,800.00 Tons	29.00	342,200.00
5.	Removal of Existing Structures	1.00 L.S.	18,000.00	18,000.00
6.	Excavation Class 20 For Roadway Pipe Culvert	4,414.00 C.Y.	3.00	13,242.00
7.	Aprons, Concrete, 24in Dia	2.00 Each	545.00	1,090.00
8.	Aprons, Concrete, 30in Dia	1.00 Each	735.00	735.00
9.	Aprons, Concrete, 36in Dia	1.00 Each	1,082.00	1,082.00
10.	Aprons, Concrete, 48in Dia	4.00 Each	1,473.00	5,892.00
11.	Aprons, Concrete, 60in Dia	1.00 Each	2,246.00	2,246.00
12.	Culvert, Concrete Roadway Pipe, 24in Dia	340.00 L.F.	42.00	14,280.00
13.	Culvert, Concrete Roadway Pipe, 30in Dia	130.00 L.F.	65.00	8,450.00
14.	Culvert, Concrete Roadway Pipe, 36in Dia	296.00 L.F.	84.00	24,864.00
15.	Culvert, Concrete Roadway Pipe, 48in Dia	482.00 L.F.	128.00	61,696.00
16.	Culvert, Concrete Roadway Pipe, 60in Dia	114.00 L.F.	262.00	29,868.00
17.	Aprons, Metal, 24in Dia	2.00 Each	232.00	464.00
18.	Aprons, Metal, 36in Dia	2.00 Each	490.00	980.00
19.	Aprons, Safety Slope, 24in Dia	18.00 Each	550.00	9,900.00
20.	Culvert, Corrugated Metal Entrance Pipe, 24in Dia	538.00 L.F.	67.00	36,046.00
21.	Culvert, Corrugated Metal Roadway Pipe, 36in Dia	120.00 L.F.	90.00	10,800.00
22.	Erosion Stone	176.00 Tons	46.00	8,096.00
23.	Removal of Pavement	3,150.15 S.Y.	5.00	15,750.75
24.	Safety Closure	6.00 Each	300.00	1,800.00
25.	Field Fence Brace Panels	237.00 Each	138.00	32,706.00
26.	Removal and Installation of Fence, Barbed Wire	24,121.00 L.F.	2.48	59,820.08
27.	Traffic Control	1.00 L.S.	3,000.00	3,000.00
28.	Mobilization	1.00 L.S.	39,440.00	39,440.00
29.	RCP Tee Section Drop Inlets	7.00 Each	7,928.00	55,496.00
30.	Mulching	45.63 Acres	610.00	27,834.30
31.	Stabilizing Crop - Seeding and Fertilizing	45.63 Acres	379.00	17,293.77
32.	Silt Fence	26,969.00 L.F.	1.38	37,217.22
33.	Silt Fence for Ditch Checks	3,178.00 L.F.	2.07	6,578.46
34.	Maintenance of Silt Fence	5,600.00 L.F.	0.35	1,960.00
35.	Mobilization Erosion Control	1.00 Each	700.00	700.00
36.	Mobilizations, Emergency Erosion Control	1.00 Each	1,200.00	1,200.00
<b>TOTAL BID</b>				<b>\$2,031,975.53</b>

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 03, 2019.

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-FM-(D50)--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
		April 13, 2020	100

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.

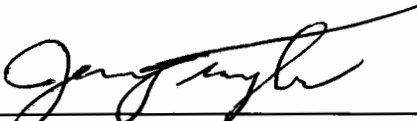
IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the

24 day of September 2019

Approved:

By   
Contractor: Mathers Construction, Co

Date 9/20/19

By   
Contracting Authority: Woodbury County Board

Date Sept 24, 2019

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: 54227001

Contract I.D.: L-FM-(D50)-73-97

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,  
Mathers Construction Company

of P. O. Box 114, Correctionville, IA 51016-0114

*(hereinafter called the Principal)* and  
United Fire & Casualty Company

of 118 2nd Ave. SE, PO Box 73909 , Cedar Rapids, IA 52401

*(hereinafter called the Surety)* are held and firmly bound unto the  
Woodbury County  
(Iowa DOT, County, or City name, etc.)

*(hereinafter called the Contracting Authority)* Iowa, in the sum of  
Two Million Thirty One Thousand Nine Hundred Seventy Five Dollars and 53/100 dollars  
(\$ 2,031,975.53),

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 Grading

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: 54227001

Contract I.D.: L-FM-(D50)-73-97

County: Woodbury

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of September, 2019,

Mathers Construction Company  
By: [Signature] Principal  
Managing Partner Title

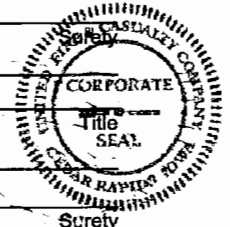
United Fire & Casualty Company  
By: [Signature] Surety  
Abigail R. Mohr, Attorney-in-Fact Title  
118 2nd Ave. SE, PO Box 73909, Cedar Rapids, IA 52401  
Address: \_\_\_\_\_

By: \_\_\_\_\_ Principal  
\_\_\_\_\_ Title

By: \_\_\_\_\_ Surety  
Address: \_\_\_\_\_

By: \_\_\_\_\_ Principal  
\_\_\_\_\_ Title

By: \_\_\_\_\_ Surety  
Address: \_\_\_\_\_ Title



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

This bond approved by the Board of Supervisors of \_\_\_\_\_ County,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
[Signature] Signature \_\_\_\_\_ Title

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Contracting Authority)  
\_\_\_\_\_  
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 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.



**UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA**

**Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401**

**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Abigail R. Mohr their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

Surety Bond Number 54227001  
 Principal: Mathers Construction Company  
 Obligee: Woodbury County

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

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.



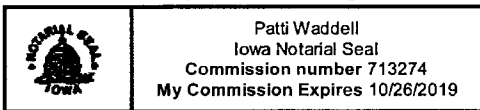
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of December, 2017

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President

State of Iowa, County of Linn, ss:

On 19th day of December, 2017, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell* Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 19th day of September 20 19



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC