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WOODBURY COUNTY CONTRACT

Kind of Work RCB Outlet Repair (2) locations in Woodbury County Miles _____

Project No. RCB Outlet Repair G-104-1 & L-162-1 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, Rocky De Witt, Marty Pottebaum, Keith Radig, and Justin Wright, Contracting Authority, and Peterson Contractors Inc. of Reinbeck, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____

One Hundred Thirty Five Thousand Fifty Two and 00/100 (\$135,052.00)

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
	RCB Outlet Repair G-104-1 & L-162-1		Group 1	
1.	Clearing and Grubbing	0.20 Acres	\$25,000	\$ 5,000.00
2.	Excavation Class 10 Channel	401 C.Y.	\$ 10.00	\$ 4,010.00
3.	Concrete Grout for Revetment or Gabion	74 C.Y.	\$ 225.00	\$ 16,650.00
4.	Revetment Class E	1024 Ton	\$ 58.00	\$ 59,392.00
5.	Mobilization	1 Lump Sum	\$15,000.00	\$ 15,000.00
6.	Dewater	2 Each	\$17,500.00	\$ 35,000.00
TOTAL BID				\$135,052.00

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 date of October 10, 2020

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. G-104-1 & L-162-1 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 Starting Date	Number of Working Days
		November 30, 2020	40

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 _____, 2020

Contractor: Peterson Contractors Inc.
By *Peterson*

Date 11-5-20

Contracting Authority: Woodbury County, Iowa
By *[Signature]*
Chairman

Date 11-24-20

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 107297221
Contract I.D.: Woodbury County G104-1, L-162-1
County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Peterson Contractors, Inc.

of

P.O. Box A, Reinbeck, IA 50669-0155

(hereinafter called the Principal) and

Travelers Casualty and Surety Company of America

of

One Tower Square, Hartford, CT 06183

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

Board of Supervisors of Woodbury County

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

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

One Hundred Thirty-five Thousand Fifty-two And No/100 dollars

(\$ \$135,052.00),

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

RCB Outlet Repair (2) locations in Woodbury County, IA; Project No. RCB Outlet Repair G-104-1 & L-162-1

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: 107297221

Contract I.D.: Woodbury County G104-1, L-162-1

County: Woodbury

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____,

Peterson Contractors, Inc.
By: [Signature] Principal
president Title

Travelers Casualty and Surety Company of America
By: [Signature] Surety
Anne Crowner, Attorney-in-Fact Title

Address: One Tower Square, Hartford, CT 06183

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 _____ day of _____,
[Signature] Signature Chairman 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 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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **Waukegan, Iowa**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**