

To: KING EXCAVATION
5343 410TH STREET
CYLINDER, IA 50528

Re: 2014 TILE REPAIRS
DRAINAGE DISTRICT NO. 28 - MAIN TILE
DICKINSON COUNTY, IOWA
JWA PROJECT NO: E12071

Gentlemen:

The Owners, represented by the undersigned, have considered the proposal submitted by you for the above-referred work in response to its "Notice of Hearing and Letting".

It appearing that it is the best interest of the said Owner to accept your proposal in the amount of \$74,101.40, you are hereby notified that your proposal has been accepted for the construction of the 2014 TILE REPAIRS - DRAINAGE DISTRICT NO. 28 - MAIN TILE, DICKINSON COUNTY, IOWA.

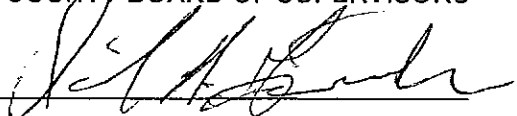
You are required to execute the formal contract with the undersigned Owner and to furnish the required Contractor's performance and payment bond and certificate of insurance within the terms specified in the Instructions to Bidders.

If you fail to execute said contract and to furnish said bond within ten (10) days from the date of delivery of the Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit. Further, your bid bond enclosed with your bid will be forfeited if you neglect or refuse to enter into a contract and to furnish bond within the time specified.

Three (3) copies of the Agreement are enclosed. You are required to return all the copies, together with the required bond and certificate of insurance, after putting your dated signature and attestation at places indicated.

Dated this 25th day of February, 2014.

DICKINSON COUNTY BOARD OF SUPERVISORS

SIGNED BY 

PRINT NAME David Gottsche

END OF SECTION

AGREEMENT

SECTION 0500

THIS AGREEMENT, made and entered into this 25th day of February, 2014 by and between the DICKINSON COUNTY BOARD OF SUPERVISORS, hereinafter called OWNER, and KING EXCAVATION, CYLINDER, IOWA, hereinafter called CONTRACTOR.

WITNESSETH: That whereas the OWNER has heretofore caused to be prepared certain plans, specifications and proposal blanks, for the Project generally described as follows: 2014 TILE REPAIRS IN DRAINAGE DISTRICT NO. 28 - MAIN TILE, DICKINSON COUNTY, IOWA, under the terms and conditions therein fully stated and set forth, and,

Whereas, said plans, specifications and proposal accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the OWNER hereby accepts the proposal of the CONTRACTOR as shown on Bid Form, and shall pay Contractor for completion of all work at the prices stated in Bid Form in the amount of \$74,101.40,
2. With a written Notice to Proceed received by the Contractor within 30 days of Bid opening all portions of the work shall be completed and accepted as detailed in the Notice of Hearing and Letting by June 1, 2014 subject to any contract time extension granted by the Owner.
3. Owner and Contractor recognize that time is of the essence on this Project and that the Owner may suffer financial loss if the work is not completed by the specified date plus any approved time extensions. Both parties also recognize that it may be difficult to prove actual losses by the Owner should the work not be completed before the Contract completion date. It is further agreed then that the Contractor shall pay the Owner the sum of \$200.00 per day as liquidated damages, not necessarily actual financial loss, for every day after the Contract completion date until the work is completed and accepted.
4. That this Contract consists of the following component parts which are made a part of this Agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:

<ol style="list-style-type: none"> a. Specifications b. Plans c. Notice of Hearing and Letting d. Special Conditions e. General Conditions 	<ol style="list-style-type: none"> f. CONTRACTOR's Bid g. This Agreement h. Performance and Payment Bond i. Addenda Numbers <u>One</u>
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Above components are complementary, and what is called for by one shall be as binding as if called for by all.

5. That payments are to be made to the CONTRACTOR in accordance with and subject to the provisions embodied in the documents made a part of this Contract.
6. That this Contract is executed in three copies.
7. In WITNESS WHEREOF, the Owner and Contractor have caused this Agreement to be executed the date first written above.

OWNER Dickinson County Board of Supervisors

CONTRACTOR King Excavation

By [Signature]
Title Chairman BOS

By [Signature]
Title owner (SEAL)

ATTEST: [Signature]

ATTEST: [Signature]

Title County Auditor

Title mother