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WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Maintenance Gravel Wright Pit 2023 Road Haul
Project No. Maintenance Gravel Wright Pit 2023 Road Haul 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, Rocky De Witt, Jeremy Taylor, Matthew Ung and Justin Wright Contracting Authority, and Hallett Materials, Wall lake IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Two million One Hundred Thousand and 00/100 (\$2,100,000.00)

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to produce in accordance with Woodbury County Gravel gradations and scope of work for gravel production. Payment of work as follows:

| Item No. | Item | Quantity | Unit Price | Amount |
|------------------|------------------------------------|-------------|------------|---------------------|
| | Maintenance Gravel Wright Pit 2023 | | | |
| 1. | Gravel - Crush and Stockpile | 300,000 Ton | \$7.00 | \$2,100,000.00 |
| TOTAL BID | | | | 2,100,000.00 |

Said specifications are hereby made part of and the basis of this agreement and a true copy of said specifications are now on file in the office of the County Engineer under the date of November 29, 2022. This contract is in accordance with gradation limits and Supplemental Specifications as provided in Attachment "A" for the gravel production at Wright Gravel Pit. Hallett Materials shall stockpile on Woodbury County Property an amount that reaches approximately 300,000 ton.

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. Maintenance Gravel Wright Pit 2023 Road Haul 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 | Completion Date | Number of Working Days |
|---------------------------|-------------------------|-----------------|------------------------|
| | | August 31, 2024 | |

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

6 day of Dec, 20 22

Approved: [Signature]
By: Steve Atkins, Slsmgr.
Contractor: Hallett Materials

Date 12/2/2022

By: [Signature]
Contracting Authority: Woodbury County Board Chairperson

Date 12/6/22

ATTACHMENT "A"
SUPPLEMENTAL PROVISIONS

MAINTENANCE GRAVEL WRIGHT GRAVEL PIT
2023

Gravel furnished by the Contractor shall be crushed pit run material. The gravel shall be a uniformly graded product complying with the following gradation specification as closely as possible.

| <u>Sieve</u> | <u>Percent Passing</u> |
|--------------|------------------------|
| 1" | 100% |
| 3/4" | 75-92% |
| #4 | 45-62% |
| #8 | 30-45% |
| #30 | 10-30% |

The contractor will present the county with certified gradations at 1500 ton production intervals or a minimum of 1 (one) per day from the production belt. The county will also be taking random quality assurance samples during gravel production. When the county inspector arrives on site, the contractor will cooperate with the county staff member in obtaining a sample. The county will split the sample and retain both halves.

If the quality assurance sample does not fall within 2% of gradation limits, the county will immediately notify the contractor to take steps to return the material to county specifications. The county will obtain a second quality assurance sample after at least 500 tons has been processed and run a second sample. If the material still does not meet the specified gradation, the County Engineer, at his option, may order production to cease until material produced returns to specified gradations as shown by supplier's quality control samples and the county's quality assurance samples.

A price adjustment will be assessed for non-complying material. After the failure of the first quality assurance sample to meet gradation requirements, the supplier will have 1,000 tons to make corrections. If when a second sample is taken, it still fails to meet specifications, a 5% price deduction will be assessed for the next 300 tons or until the gradation comes back within limits. If the follow-up sample meets gradation requirements, payment will resume at bid price for the material.

The contractor shall hold harmless and indemnify Woodbury County, Iowa and its officers and employees from any and all claims, demands, actions, fines, and judgments for damages arising out of or in connection with any activity of the contractor or any of the contractor's agents or employees under this contract or upon the premises to which this contract applies. **A certificate of insurance listing Woodbury County as an additional insured shall be provided by the successful bidder.**

The contractor shall abide by and enforce the rules and regulations of the Federal Occupational Safety and Health Act (OSHA), as amended; and the Federal Mine Safety and Health Act (MSHA) of 1977, as amended; and shall comply with all other Federal, State, and County laws and regulations and shall hold the county and the public harmless of any penalties and fines that may be assessed against Woodbury County and/or the public resulting from the contractor's operations and/or any other of his activities relative thereto. The haul road within the pit and the access road to the pit shall be considered an integral part of the pit and shall be maintained by the contractor to meet the above referenced laws and regulations. Any penalties and/or fines assessed to Woodbury County relative to the contractor's operations shall be reimbursed in full to the County by the Contractor prior to final settlement of the contract. An access road is defined as an ingress or egress roadway between the pit and an official county road normally used by the traveling public.

The contractor shall bear the full costs of any litigation or other proceedings brought against Woodbury County, Iowa or any of its officers or employees which involves an alleged injury to any employee(s) or agent of the Contractor or to any other person who has been authorized by the contractor to be upon the premises covered by this contract prior to completion of the project, except employees of Woodbury County.

Attachment 1 of 2