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WOODBURY COUNTY, IOWA

CONTRACT

Kind of Work Gravel Stock Pile Wright Pit
Project No. G-2021 - Stock Pile 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, Keith Radig, Marty Pottebaum., and Justin Wright, Contracting Authority, and Hallett Materials Wall Lake, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of One Hundred Twenty-Three Thousand Seven Hundred Fifty and 00/100 (\$123,750.00)

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:

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount

The Standard Specifications of the Iowa Department of Transportation, Highway Division for Highway and Bridge Construction, Series 2015 and all applicable current Supplemental Specifications to date and Special Provisions shall apply to all work.

Attachments 1 through 3 inclusive form a part of this contract as if fully contained herein.

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 October 12, 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-2021 Stock Pile Wright 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:

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Completion Date, Number of Working Days

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

Approved: [Signature]
By Contractor: Hallett Materials

Date 10/22/2020

By [Signature]
Contracting Authority: Woodbury County Board Chair

Date 10-27-20

Wright Pit Production
10/6/2020


MAINTENANCE GRAVEL-RR PIT PRODUCTION FY 2021

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	
	TOTALS			
1.	Gravel – Mined, Produced, and Stockpiled at Wright Pit	15,000 Tons	<u>\$8.25</u> /Ton	\$123,750.00
TOTAL	Gravel Produced at Pit	15,000 <u>Tons</u>		
			CONTRACT TOTAL	<u>\$123,750.00</u>

Quotations are due to The Woodbury County Engineer by October 13, 2020.

Completion date for the project is December 7, 2020.

Signed: _____



Date: October 12, 2020

Printed Name: Steve Atkins

Representing: Hallett Materials

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. Gravel produced by the Contractor shall be crushed pit run material. The gravel shall be a uniformly graded product complying with the following gradation specification.

NOTE: New Gradation Limits

<u>Sieve</u>	<u>Percent Passing</u>
1 1/4"	100%
3/4"	80-95%
#4	50-65%
#8	35-50%
#30	10-30%

The contractor will present the county with certified gradations at 1500 ton production intervals from the stockpiles utilized. 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. County maintenance staff assisting in stockpiling gravel will also be observing the quality of the material being delivered to stockpiles. If there is a question of the material meeting requirements, county maintenance staff will have the authority to contact the County Engineer and stop delivery of material until a quality assurance gradation is run.

If the quality assurance sample does not meet gradation requirements, 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 300 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 deliveries to cease until production 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 300 tons to make corrections. If when a second sample is taken, it still fails to meet specifications, a 5% price deduction will be assessed

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for the next 300 tons or until the gradation comes back within limits. This price adjustment will be on all material produced and delivered to county stockpiles after the first sample is taken and will be assessed on a minimum of 300 tons of gravel until the next sample is taken by the county. If the follow-up sample meets gradation requirements, payment will resume at bid price for the material. After one sample has

failed to meet gradation, and any subsequent samples taken during the total run of production fail to meet county gradation requirements a 10% price deduction from the bid price per ton will be assessed as defined above.

2. 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. A performance bond may be required if determined necessary by the county engineer.**

3. 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 contractors 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 built and maintained by the contractor to meet the above referenced laws and regulations. Any penalties and/or fines assessed to Woodbury County relative to the contractors 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.

4. 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.

5. The contractor shall complete the gravel stockpile by December 7, 2020. A \$400 per day penalty will be assessed for each working day beyond the completion date.