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09/08/15

Iowa Department of Transportation
Form 740383 10-93

CONTRACT

Kind of Work Maintenance Gravel Miles

Project No. G-2016-Stockpile County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Mark A. Monson, Jaclyn Smith, Larry D. Clausen, Matthew Ung, and Jeremy Taylor, Contracting Authority, and Hallett Materials of Wall Lake, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of Nine Hundred Eighty Four Thousand Six Hundred Ten Dollars and No/100 Dollars ($984,610.00) 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

The Standard Specifications of the Iowa Department of Transportation, Highway Division, for Highway and Bridge Construction, Series of 2001, and all applicable current supplemental specifications to date and special provisions shall apply to all work.

Attachments 1 through 6 inclusive form a part of this contract as if contained fully 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 date of _____, 2015

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-2016-Stockpile 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
After September 20, 2015			

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 8 day of September, 2015

Approved:
IOWA DEPARTMENT OF TRANSPORTATION

By _____
Contracts Engineer

Date _____

Woodbury County, Iowa
Contracting Authority

By _____
Mark A. Monson Chairperson

Hallett Materials
Contractor

By _____
Chad Ripley 9/1/2015

G-2016 stockpile.doc
8/5/15

MAINTENANCE GRAVEL-STOCKPILE QUOTATION

Project G-2016 stockpile quotation

ITEM NO. DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
1. Gravel, (Crush, screen, load, haul and stockpile at SE Cor. SE¼ NE¼ Sec. 32-89-44) Arlington Twp. County Maintenance yard Moville, Iowa [34 One-half mile units]	17,000 Tons	$10.53/Ton	$ 179,010.00
2. Gravel, (Crush, screen, load, haul and stockpile at SW Cor. Section 22-89-45) Concord Twp. Lawton [57 One-half mile units]	5,000 Tons	$13.10/Ton	$ 65,500.00
3. Gravel, (Furnish, crush, screen, load, haul and stockpile in the NW¼SW¼ Sec. 15-87-44) Grant Twp. [16 One-half mile units]	4,000 Tons	$9.15/Ton	$ 36,600.00
4. Gravel, (Furnish, crush, screen, load, haul and stockpile in the NE¼NE¼ Sec. 26-87-43) Miller Twp. [17 One-half mile units]	2,000 Tons	$9.15/Ton	$ 18,300.00
5. Gravel, (Furnish, crush, screen, load, haul and stockpile in the SW Cor. NW¼ NW¼ Sec. 27-86-42) Liston Twp at Danbury Maintenance Building[35 One-half mile units]	4,000 Tons	$10.35/Ton	$ 41,400.00
6. Gravel, (Furnish, crush, screen, load, haul and stockpile at Luton in NW¼ Sec. 20-87-46) Grange Twp. [55 One-half mile units]	16,000 Tons	$12.85/Ton	$ 205,600.00
7. Gravel, (Furnish, crush, screen, load, haul and stockpile Near N¼ Cor. Sec. 16-86-45 Willow Twp., (Holly Springs) [41 One-half mile units]	5,000 Tons	$11.00/Ton	$ 55,000.00
8. Gravel, (Furnish, crush, screen, load, haul and stockpile at N.E. Cor. Section 6-87-44) Grant Twp. Landfill [31 One-half mile units]	14,000 Tons	$9.15/Ton	$ 128,100.00
9. Gravel, (Furnish, crush, screen, load, haul and stockpile at N.E. Cor. Section 6-86-43) Oto Twp. [11 One-half mile units]	0 Tons	$ X /Ton	$ X
10. Gravel (Furnish, crush, screen, load, haul and stockpile At intersection of Hwy 31 and 250th Street, Miller Bridge Stockpile [5 One-half mile units]	14,000 tons	$9.15/ton	$ 128,100.00
11. Gravel (Furnish, crush, screen, load, and stockpile Stockpile at Anthon (Gothier) Pit	20,000 tons	$6.35/ton	$ 127,000.00
TOTAL Gravel	101,000 Tons		
	CONTRACT TOTAL		$ 984,610.00

Bunty Copy

XXXX

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. The quantities of work as shown in the contract documents are approximate only and are subject to increase or decrease. All quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated in the contract. No adjustment in price will be made on any item of work due to a variance from the contract quantities.

   The contractor shall furnish all necessary machinery, equipment, tools, materials and supplies, labor and shall be capable of providing the means of construction necessary to complete the work. The contractor shall also furnish all granular material where specified in the contract. A scale house, when or where needed, shall be provided along with the scale prior to commencing of weighing. The scale shall be of sufficient size and length to accommodate all tandem axle and smaller trucks. Any other method of weighing shall have prior approval of the County Engineer. Weighing equipment shall meet the requirements of Section 2001.07.

   The contractor will do all "Extra Work" which may be required to complete the contract contemplated at the contract unit prices, or lump sums to be agreed upon in writing before starting such work, or if such prices or sums can not be agreed upon, to perform such work on a force account basis, as provided in the IDOT Standard Specifications.

   The contractor shall perform the work within 100 working days with an EARLIEST STARTING DATE will be of **August 24, 2015**. Once work is started, it shall continue without interruption until completion.

   The contractor will pay liquidated damages of $100.00 per working day elapsing after the expiration of the contract period accruing until the completion of the work.

   The contractor shall provide a minimum of 10 trucks hauling to the county at all times. If the number of trucks hauling to a county stockpile drops below 10, the county, at its option, may stop stockpiling operations for the day and charge a full working day.

2. The contractor shall furnish all equipment for stockpiling, and perform the stockpile work at the sites designated. In addition, the contractor shall furnish all granular material for stockpile items 1 through 8 inclusive. The County Engineer will approve the spot for stockpiling at the proposed sites. Stockpiling at locations away from production sites shall be done with a crawler type tractor.

3. The condition of the roads in the spring will be the controlling factor for starting work on any item. The County Engineer will be the final authority in determining if the haul roads are stable enough for hauling.

Special Provisions Continued

4. If gravel deposit is taken from below water, the contractor shall, by pumping, lower the water level below the excavation line a minimum of 24 hours prior to removal of gravel. The working time and size of pump or pumps to be used is to be approved by the County Engineer.
In the event the pit can not be pumped below the excavation line, the gravel removed from below water shall be stockpiled and permitted to drain for a minimum of 24 hours before crushing. This may require the use of two draglines, one to stockpile gravel taken from below water level and one to feed the crusher.
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.

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

The depth and location of excavation and quality of acceptable material in each pit is to be determined by the County Engineer.

5. The contractor shall be equipped to work the face of the gravel deposit to uniformly mix the various layers of material.

6. The contractor will present the county with certified gradations at 1500 ton production intervals. The county will also be taking random quality assurance samples. 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 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.

7. 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.

8. 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.

9. 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.

I have read and understand the gravel contract special provisions:

Chad S. Rigley
Name

8/13/15
Date

Hallett Materials
Representing

Attachment 5 of 6

* Woodbury County to supply dozer & operator to push up remote stockpiles. CR