



CONTRACT

66  
08/12/14

Kind of Work Maintenance Gravel Miles \_\_\_\_\_

Project No. G-2015-Stockpile County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: George W. Boykin, Jaclyn Smith, Larry D. Clausen, Mark A. Monson, and David Tripp, Contracting Authority, and

Hallett Materials of Wall Lake, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of \_\_\_\_\_

Seven Hundred Eighty Eight Thousand Thirty and No/100-----Dollars (\$788,030.00)

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
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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 \_\_\_\_\_, 2014

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-2015-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 August 15, 2014			

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 \_\_\_\_\_, 2014

Approved: IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Contracts Engineer

Date \_\_\_\_\_

Woodbury County, Iowa  
Contracting Authority  
By George W. Boykin Chairman

Hallett Materials  
By Thomas C. Jennings Contractor

MAINTENANCE GRAVEL-STOCKPILE QUOTATION  
Project G-2015 stockpile quotation

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
1.	Gravel, (Crush, screen, load, haul and stockpile at SE Cor. SE 1/4 NE 1/4 Sec. 32-89-44) Arlington Twp. County Maintenance yard Merville, Iowa [34 One-half mile units]	17,000 Tons	\$ <u>992</u> /Ton	\$ 168,640
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	\$ <u>1271</u> /Ton	\$ 63,550
3.	Gravel, (Furnish, crush, screen, load, haul and stockpile in the NW 1/4 SW 1/4 Sec. 15-87-44) Grant Twp. [16 One-half mile units]	4,000 Tons	\$ <u>880</u> /Ton	\$ <del>35,200</del> <sup>44,000</sup> Ty
4.	Gravel, (Furnish, crush, screen, load, haul and stockpile in the NE 1/4 NE 1/4 Sec. 26-87-43) Miller Twp. [17 One-half mile units]	2,000 Tons	\$ <u>880</u> /Ton	\$ <del>17,600</del> <sup>26,400</sup> Ty
5.	Gravel, (Furnish, crush, screen, load, haul and stockpile in the SW Cor. NW 1/4 NW 1/4 Sec. 27-86-42) Liston Twp at Danbury Maintenance Building [35 One-half mile units]	4,000 Tons	\$ <u>981</u> /Ton	\$ <del>39,240</del> <sup>58,860</sup> Ty
6.	Gravel, (Furnish, crush, screen, load, haul and stockpile at Luton in NW 1/4 Sec. 20-87-46) Grange Twp. [55 One-half mile units]	16,000 Tons	\$ <u>1250</u> /Ton	\$ 200,000
7.	Gravel, (Furnish, crush, screen, load, haul and stockpile Near N 1/4 Cor. Sec. 16-86-45 Willow Twp., (Holly Springs) [41 One-half mile units]	3,000 Tons	\$ <u>1046</u> /Ton	\$ <del>31,380</del> <sup>31,380</sup>
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	\$ <u>880</u> /Ton	\$ 123,200
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	\$ _____ /Ton	\$ -0-
10.	Gravel (Furnish, crush, screen, load, haul and stockpile At intersection of Hwy 31 and 250 <sup>th</sup> Street, Miller Bridge Stockpile [5 One-half mile units]	0 tons	\$ _____ /ton	\$ -0-
11.	Gravel (Furnish, crush, screen, load, haul and stockpile Hauled directly to roads designated on map [varies]	3,000 tons	\$ <u>430</u> /ton	\$ 31,050
12.	Gravel (Furnish, crush, screen, load, and stockpile Stockpile at Anthon (Gothier) Pit	7,000 tons	\$ <u>585</u> /ton	\$ 40,950
TOTAL	Gravel	75,000 Tons		\$ 788,030 Ty
CONTRACT TOTAL				\$ <del>750,810</del>

Hallett Matwiah  
Jennings 8/1/14



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 ~~July 1, 2013~~. Once work is started, it shall continue without interruption until completion. *August 15, 2014 Ty*

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. (see below)\*~~

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.~~

*Ty 8/11*

*County to handle all stockpiling except for production stockpiling at Anthony & Little Star Park*

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.

Attachment 3 of 6

\* *The contractor shall use best efforts to provide a minimum of 10 trucks. Trucks are in short supply right now Ty 8/11/14*

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.

<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 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.
10. Rock delivered directly to roads: 3000 tons of gravel will be hauled directly to roads as shown on the attached map. This corresponds to truck 5 loads per mile. A rock checker will coordinate with trucks to assure delivery to the designated roads. Price per ton delivered will be full payment for gravel and hauling.

I have read and understand the gravel contract special provisions:

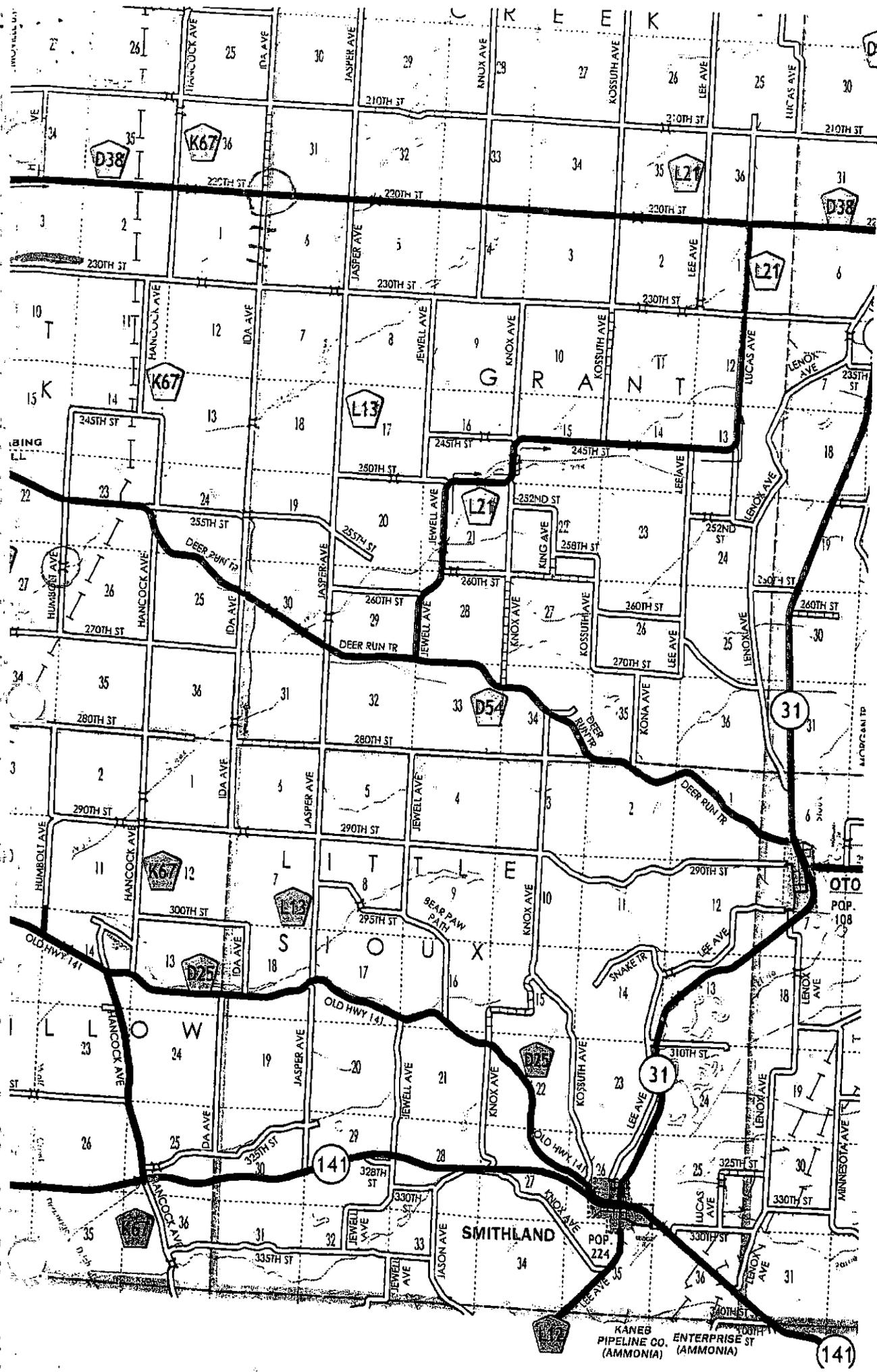
Thomas C. Jennings  
Name

8/1/14  
Date

Hallett Materials  
Representing



25 m.  
24 Ton  
5 load m  
3000 Ton



KANE PIPELINE CO. (AMMONIA)  
ENTERPRISE ST (AMMONIA)

141

SMITHLAND

POP. 224

OTO  
POP. 108

141

31

31

D54

L21

L13

K67

D38



CONTRACT

66  
08/12/14

Kind of Work Maintenance Gravel Miles \_\_\_\_\_  
Project No. G-2015-LSP-Peters Pit County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: George W. Boykin, Jaclyn Smith, Mark A. Monson, Larry D. Clausen,

and David Tripp, Contracting Authority, and Hallett Materials of Wall Lake, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of \_\_\_\_\_ Dollars (\$ 187,500.00)

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
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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 4 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 \_\_\_\_\_, 2014

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-2015-LSP-Peters Pit 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 August 15, 2014			

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 \_\_\_\_\_, 2014

Approved:  
IOWA DEPARTMENT OF TRANSPORTATION  
By \_\_\_\_\_  
Contracting Engineer

Woodbury County, Iowa  
Contracting Authority  
By George W. Boykin  
Chairperson  
Hallett Materials  
By Thomas C. Jenner  
Contractor

G-2015.doc  
7/22/2014

MAINTENANCE GRAVEL-PETERS PIT QUOTATION

Project G-2015-LSP

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
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DIVISION 1 Peters (Little Sioux Park) Pit located in Section 11-88-42 Kedron Twp.

1.	Gravel, (Furnish, crush, screen, and stockpile at pit site Section 11-88-42 Kedron Twp.)	30,000 Tons	\$ <u>6<sup>25</sup></u> /Ton	\$ 187,500 <sup>00</sup>
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TOTAL	Gravel	30,000 Tons		
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CONTRACT TOTAL

\$ 187,500<sup>00</sup>

*Hallett  
Matausch  
Jennings  
8/1/14*

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 ~~July 1, 2013~~. Once work is started, it shall continue without interruption until completion.

*Aug 15, 2014 Tg 8/1/14*

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.

- ~~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 and 2 inclusive. The County Engineer will approve the spot for stockpiling at the proposed sites.~~

*Tg 8/1/14 County to handle all stockpiling at sites. Contractor will stockpile at Little Sioux Park*

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.
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.

Special Provisions Continued

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.

<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 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:

Thomas C. Jennings  
Name

8-1-14  
Date

Hallett Materials  
Representing