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8/6/13

CONTRACT

Kind of Work Maintenance Gravel

Project No G-2014 - Pit County Woodbury

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

Jaclyn Smith, and David Tripp, Contracting Authority, and Hallett Materials of Wall Lake, Iowa

WITNESSETH: That the Contractor, for and in consideration of \_\_\_\_\_ Dollars (Two Hundred and Twenty Six Thousand and No/100) (\$226,000.00)

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 2012, 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.

**TOTAL BID**

**\$226,000.00**

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 \_\_\_\_\_, 2011

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 Building Construction, Salix Iowa

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 12, 2013			

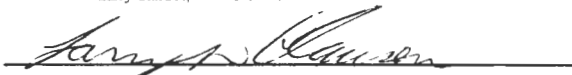
That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

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 \_\_\_\_\_, 20\_\_\_\_\_

Approved:

Woodbury County, Iowa  
 Contracting Authority  
 Larry Clausen, Chairman  
  
 By Thomas C. Jennings  
 Contractor

\_\_\_\_\_  
Hallett Materials

MAINTENANCE GRAVEL-PETERS PIT QUOTATION

Project G-2014-LSP

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
<u>DIVISION 1 Peters (Little Sioux Park) Pit located in Section 11-88-42 Kedron Twp.</u>				
1.	Gravel, (Furnish, crush, screen, and stockpile at pit site Section 11-88-42 Kedron Twp.)	40,000 Tons	<del>\$x.xx</del> <sup>5.65</sup> /Ton	\$ 226,000
	TOTAL Gravel	40,000 Tons		
		CONTRACT TOTAL		\$ 226,000

Thomas C. Jennings  
7/22/13  
Hallett Materials

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.

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.
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 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.
7. 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.
8. 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.