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# WOODBURY COUNTY, IOWA

## CONTRACT

Kind of Work Road Haul Gravel  
Project No. G-2021- Stock Pile Haul 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 \_\_\_\_\_  
Four Hundred Forty-Three Thousand Three Hundred Fifty and 00/100 \_\_\_\_\_ (\$443,350.00)

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 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 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
		<u>December 15, 2020</u>	

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

## MAINTENANCE GRAVEL-STOCKPILE HAUL QUOTATION

Project G-2021- Stockpile Haul stockpile haul quotation

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
1.	Gravel, (Load and haul from RR Pit to stockpile at SE Cor. SE¼ NE¼ Sec. 32-89-44) Arlington Twp. County Maintenance yard Merville, Iowa	15,000 Tons	\$5.55 /Ton	<u>\$83,250.00</u>
2.	Gravel, (Load and haul from RR Pit to stockpile at SW Cor. Section 22-89-45) Concord Twp. Lawton	5,000 Tons	\$8.40 /Ton	<u>\$42,000.00</u>
3.	Gravel, (Load and haul from Wright Pit to stockpile in the NW¼SW¼ Sec. 15-87-44) Grant Twp.	3,000 Tons	\$3.95 /Ton	<u>\$11,850.00</u>
4.	Gravel, (Load and haul from Wright Pit to stockpile in the NE¼NE¼ Sec. 26-87-43) Miller Twp.	0 Tons	\$ N/A /Ton	<u>\$0.00</u>
5.	Gravel, (Load and haul from Wright Pit to stockpile in the SW Cor. NW¼ NW¼ Sec. 27-86-42) Liston Twp at Danbury Maintenance Building	9,000 Tons	\$5.30 /Ton	<u>\$47,700.00</u>
6.	Gravel, (load and haul from Wright Pit to stockpile at Luton in NW¼ Sec. 20-87-46) Grange Twp.	18,000 Tons	\$8.15/Ton	<u>\$146,700.00</u>
7.	Gravel, (load and haul from Wright Pit to stockpile Near N¼ Cor. Sec. 16-86-45 Willow Twp., (Holly Springs)	6,000 Tons	\$6.05/Ton	<u>\$36,300.00</u>
8.	Gravel, (load and haul from Wright Pit to stockpile at N.E. Cor. Section 6-87-44) Grant Twp. Landfill	5,000 Tons	\$4.05 /Ton	<u>\$20,250.00</u>
9.	Gravel, (load and haul from Wright Pit to stockpile at N.E. Cor. Section 6-86-43) Oto Twp.	0 Tons	\$ N/A /Ton	<u>\$0.00</u>
10.	Gravel (load and haul to stockpile At intersection of Hwy 31 and 250 <sup>th</sup> Street, Miller Bridge Stockpile	14,000 tons	\$3.95/ton	<u>\$55,300.00</u>
TOTAL	Gravel	75,000 Tons		
CONTRACT TOTAL				<u>\$ 443,350.00</u>

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. Gravel for this quotation shall be hauled from the RR Gravel Pit (items 1 & 2) in section 23 of Union Township and Wright Pit (items 3 thru 10) in section 28 of Kedron Township as noted on the quote sheet. 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 county shall 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, loader scale will be the means of measurement at Rail Road pit and will be acceptable as the sole requirement for volume measurement.

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 complete the work prior to December 15, 2020 or 100 days from executed contract. Once work is started, it shall continue without interruption until completion, unless otherwise agreed to by the county engineer.

The contractor will pay liquidated damages of \$400.00 per working day elapsing after the expiration of the contract period accruing until the completion of the work. Will not apply if a federally mandated stop work order would take place or a similar catastrophic situation would occur.

**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. County will communicate a new minimum truck quantity 2 days before stock pile starts on shorter hauls to eliminate trucks being released early from a full day of hauling.**

2. The county 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 10 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.

G-2021-Stockpile Haul  
10/06/2020  
Haul

Maintenance Gravel-Stockpile  
Project G-2021-Stockpile

Special Provisions Continued

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. 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.
5. 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 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.
6. 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:

  
\_\_\_\_\_  
Name                      Steve Atkins

October 12, 2020  
\_\_\_\_\_  
Date

Hallett Materials

Representing

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Attachment 3 of 3