



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work Maintenance Gravel Little Sioux Pit 2023
Project No. Maintenance Gravel Little Sioux Pit 2023 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 , Keith Radig, Daniel Bittinger II and Jeremy Taylor Contracting Authority, and Bedrock Gravel , Schleswig, IA , Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
One Million Eight Hundred and Seventy Five Thousand and 00/100 _____ (\$1,875,000.00)

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to produce in accordance with Woodbury County Gravel gradations and scope of work for gravel production. Payment of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
Maintenance Gravel Little Sioux Pit 2023				
1.	Gravel-Excavate, Crush, and Stockpile	300,000 Ton	\$6.25	\$1,875,000.00
TOTAL BID				\$1,875,000.00

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 the date of January 6, 2023. This contract is in accordance with Attachment "A" and specifications contained in it for the gravel production at Little Gravel Pit.

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 Gravel Little Sioux Pit 2023 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
		December 1, 2025	

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

10 day of January, 2023

Approved:
By [Signature]
Contractor: Bedrock Gravel

By [Signature]
Contracting Authority: Woodbury County Board Chairperson

Date 1-06-23

Date 1-10-23

Little Sioux Gravel Pit Production
Gravel-RR Pit Production
7/06/2022

Maintenance

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. Contractor to excavate, crush and stockpile material meeting Woodbury County's gradation from area as indicated on Attachment "B".

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.

<u>Sieve</u>	<u>Percent Passing</u>
1 "	100%
3/4"	75-92%
#4	45-62%
#8	30-45%
#30	10-30%

The contractor will present the county with certified gradations at 3,000 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 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 1000 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 500 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 500 tons or until the gradation comes back within limits. If the follow-up sample meets gradation requirements, payment will resume at bid price for the material. The adjustment of screens and process rate may have to be done to meet the gradation as set by the county as production evolves. The contractor will work with Woodbury County in excavation of the gravel areas and will make the needed adjustments to depth of excavation when directed by the county if required to assure quality raw material for processing.

Attachment 2 of 3

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 Woodbury 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 their 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 can expect to bleed 10% by weight in bleed sand from material as excavated on site. If the bleed sand in the pile as measured at the end of the project exceeds 10% of the tonnage produced, the county will pay the difference between the tonnage in the bleed pile less 10% of the tonnage of gravel produced at \$1.00 per ton.

PRODUCTION SCOPE

Area of Production: The area of excavation for crushing shall be determined by Woodbury County with input by the contractor it is expected that bleed sands will run high at times. The gravel depths are not guaranteed and vary greatly due to the gravel deposit layers. All areas will be verified void of gravel before moving excavation operation.

It is expected that the contractor will utilize a primary crusher and a secondary crusher to ensure all materials are used as efficiently as possible. This contract may be extended to 600,000 tons at the bid price if deemed beneficial to both parties after production has begun.

Existing Pond Dewatering

If the contractor bidding on this proposal wishes to extract the gravel in the pond area by any means other than dewatering, that method must be revealed with the bid documents.

Bleed Sand Production

It is anticipated that bleed sand will be at or above 10% at times during production, this sand may be utilized by the contractor as washed sand or fill sand. The contractor may keep the proceeds of said sand.