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06/28/16

WOODBURY COUNTY, IOWA

CONTRACT

Kind of Work Road Haul Gravel
Project No. GH-2016-2 Road Haul County Woodbury

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

WITNESSETH: That the Contractor, for and in consideration of _____
One Hundred Fifty-Nine Thousand Three Hundred Thirty-Three and 00/100 (\$159,333.00)

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 2015 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 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 March 1, 2016

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. GH-2016-2 Road 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	Late Start Date	Number of Working Days
After May 23, 2016			

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

28 day of June, 2016

Approved: [Signature]
By _____
Contractor: Hallett Materials

Date June 22, 2016

By [Signature]
Contracting Authority: Woodbury County Board Jeremy Taylor
Date 6-24-2016

New 2016 phase 2

GH-2016-2 road haul.doc

2/23/2016

MAINTENANCE GRAVEL-GRAVEL HAUL QUOTATION

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	
TOTALS				
1.	Gravel - Haul to roads in Concord Twp.	3,300 Tons	<u>\$13.85</u> /Ton	\$ 45,705.00
2.	Gravel - Haul to roads in Lakeport Twp.	3,030 Tons	<u>\$13.85</u> /Ton	\$ 41,965.50
3.	Gravel - Haul to roads in Morgan Twp.	4,100 Tons	<u>\$10.50</u> /Ton	\$ 43,050.00
4.	Gravel - Haul to roads in Rock Twp.	2,725 Tons	<u>\$10.52</u> /Ton	\$ 28,612.50
TOTAL	Gravel hauled to roads	13,155 Tons		

CONTRACT TOTAL \$ 159,333.00

Quotations are due to county engineer by March 21, 2016.

Late start date for the project is May 10, 2016. / Hallett materials anticipates a start date of May 23, 2016. cc.

Signed: Chad Ripley

Date: March 21, 2016

Printed Name: Chad A Ripley

Representing: Hallett Materials.

COPY

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. Rock delivered directly to roads: 13,157 tons of gravel will be hauled directly to roads as shown on the attached map. This corresponds to truck applied quantity of 300 tons 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. Bid price to be based on gravel hauled on a cost per ton per designated township basis.
2. 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 contractor will present the county with certified gradations at 1500 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 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