GH-2016-2 road haul.doc 2/23/2016

WOODBURY COUNTY & RECORDER & AUDITOR COMM. OF ELECTIONS

MAINTENANCE GRAVEL-GRAVEL HAUL QUOTATION

PM 4 13 2016 MAR 29

QUANTITIES	UNIT PRICE	
3,300 Tons	<u>\$ 13-85</u> /Ton	\$ 45,705.00
3,030 Tons	<u>\$13.85/</u> Ton	\$ 41,965.50
4,100 Tons	<u>\$10.50 /</u> Ton	\$ 43,050.00
2,725 Tons	<u>\$ /0.50 /</u> Ton	\$ 28,612,50
	3,300 Tons 3,030 Tons 4,100 Tons	3,300 Tons \$ 13.85 / Ton 3,030 Tons \$ 13.85 / Ton 4,100 Tons \$ 10.50 / Ton

TOTAL Gravel hauled to roads

Representing:

13,155 Tons

CONTRACT TOTAL \$ 1 59,333.00

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

Late start date for the project is May 10, 2016. 1 Hallett materials anticipates a start date of May 23, 2014. CK.

Signed: Printed Name: Hallett materials

Date: March 21,2016

Attachment 1 of 4

GH-2016-2 2/23/2016

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. <u>Rock delivered directly to roads</u>: 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.

Sieve	Percent Passing	
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

Attachment 2 of 4

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.

3. 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.

4. 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.

5. 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.