



WOODBURY COUNTY, IOWA

12 10-2-18
POL. CO. CLERK
BY WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS

CONTRACT

2018 OCT 24 AM 8 19

Kind of Work Road Haul Gravel
Project No. G-2019- 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: Rocky De Witt, Keith Radig, Marty Pottebaum, Jeremy Taylor, and Matthew Ung, Contracting Authority, and Hallett Materials Wall Lake, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of Three Hundred Fifty-Two Thousand Nine Hundred Fifty-Two and 00/100 (\$352,950.00) 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 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 August 27, 2018

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-2019 Stock Pile Briese 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
	Not Before September 15, 2018		

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 _____, 2018

Approved: _____
By: _____
Contractor: Hallett Materials

Date: 9/19/18

By: _____
Contracting Authority: Woodbury County Board Chair

Date: _____

MAINTENANCE GRAVEL-STOCKPILE QUOTATION
Project G-2019 stockpile quotation

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
1.	Gravel, (Load and haul to stockpile at SE Cor. SE¼ NE¼ Sec. 32-89-44) Arlington Twp. County Maintenance yard Merville, Iowa	15,000 Tons	\$ <u>4.00</u> /Ton	\$ <u>60,000.00</u>
2.	Gravel, (Load and haul to stockpile at SW Cor. Section 22-89-45) Concord Twp. Lawton	5,000 Tons	\$ <u>6.75</u> /Ton	\$ <u>33,750.00</u>
3.	Gravel, (Load and haul to stockpile in the NW¼SW¼ Sec. 15-87-44) Grant Twp.	3,000 Tons	\$ <u>4.00</u> /Ton	\$ <u>12,000.00</u>
4.	Gravel, (Load and haul to stockpile in the NE¼NE¼ Sec. 26-87-43) Miller Twp.	0 Tons	\$ <u>0.00</u> /Ton	\$ <u>0.00</u>
5.	Gravel, (Load and haul to stockpile in the SW Cor. NW¼ NW¼ Sec. 27-86-42) Liston Twp at Danbury Maintenance Building	9,000 Tons	\$ <u>4.65</u> /Ton	\$ <u>41,850.00</u>
6.	Gravel, (load and haul to stockpile at Luton in NW¼ Sec. 20-87-46) Grange Twp.	17,000 Tons	\$ <u>7.00</u> /Ton	\$ <u>119,000.00</u>
7.	Gravel, (Furnish, crush, screen, load, haul and stockpile Near N¼ Cor. Sec. 16-86-45 Willow Twp., (Holly Springs) { One-half mile units]	5,000 Tons	\$ <u>6.07</u> /Ton	\$ <u>30,350.00</u>
8.	Gravel, (Furnish, crush, screen, load, haul and stockpile at N.E. Cor. Section 6-87-44) Grant Twp. Landfill [One-half mile units]	2,000 Tons	\$ <u>4.00</u> /Ton	\$ <u>8,000.00</u>
9.	Gravel, (Furnish, crush, screen, load, haul and stockpile at N.E. Cor. Section 6-86-43) Oto Twp. [One-half mile units]	0 Tons	\$ <u>0.00</u> /Ton	\$ <u>0.00</u>
10.	Gravel (Furnish, crush, screen, load, haul and stockpile At intersection of Hwy 31 and 250 th Street, Miller Bridge Stockpile [One-half mile units]	12,000 tons	\$ <u>4.00</u> /Ton	\$ <u>48,000.00</u>
TOTAL	Gravel	68,000 <u>Tons</u>		
		CONTRACT TOTAL		\$ <u>352,950.00</u>

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SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. Gravel for this quotation shall be produced at the Briese Gravel Pit in section 1 of Kedron Township. 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.

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 **September 15, 2018**. 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.

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.

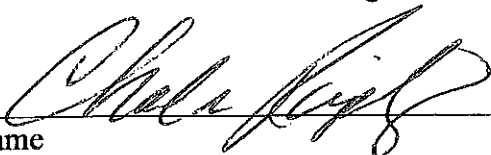
2. The county shall furnish all equipment for stockpiling, and perform the stockpile work at the sites designated. In addition, the contractor shall furnish all granular material for stockpile items 1 through 10 inclusive. The County Engineer will approve the spot for stockpiling at the proposed sites. Stockpiling at locations away from production sites shall be done with a crawler type tractor.
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.


Special Provisions Continued

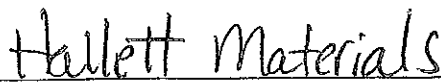
4. The contractor shall hold harmless and indemnify Woodbury County, Iowa and its officers and employees from any and all claims, demands, actions, fines, and judgments for damages arising out of or in connection with any activity of the contractor or any of the contractor's agents or employees under 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.

Note - The unit prices on this quotation are for material loading and hauls to stockpiles only. No material production or pushing up stockpiles will be performed.

I have read and understand the gravel contract special provisions:


Name


Date


Representing

OK



12 10-2-18

WOODBURY COUNTY, IOWA

CONTRACT

Kind of Work Road Haul Gravel
Project No. G-2019- Stock Pile Briese Pit County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Rocky De Witt, Keith Radig, Marty Pottebaum, Jeremy Taylor, and Matthew Ung, Contracting Authority, and Hallett Materials Wall Lake, IA , Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____

Five Hundred Forty-Seven Thousand Three Hundred Seventy-Five and 00/100 (\$547,375.00)

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 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 August 27, 2018

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-2019 Stock Pile Briese 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
		October 01, 2018	

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 _____, 2018

Approved: _____
By [Signature]
Contractor: Hallett Materials

By [Signature]
Contracting Authority: Woodbury County Board Chair

Date 9/19/18

Date _____

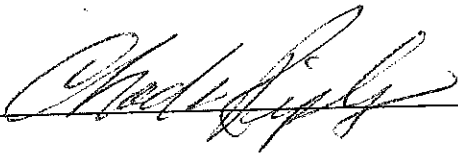
Briese Pit Production
8/20/2018

MAINTENANCE GRAVEL-BRIESE PIT PRODUCTION 2019

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	
TOTALS				
1.	Gravel – Mined, Produced, and Stockpiled at Briese Pit	75,500 Tons	<u>\$ 7.25 /Ton</u>	\$ 547,375.00
TOTAL	Gravel Produced at Pit	75,500 <u>Tons</u>		
				CONTRACT TOTAL <u>\$ 547,375.00</u>

Quotations are due to county engineer by September 7, 2018.

Late start date for the project is October 1, 2018. This pit has first priority for gravel production if same vendor is awarded both proposals for production.

Signed:  Date: 09/06/18

Printed Name: Chad A. Ripley

Representing: Hallett Materials

Note # 1 – No stripping costs are included in the above unit price. It is understood that Woodbury County will perform the stripping associated with this proposal. Chad Ripley 09/06/2018

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SPECIAL PROVISIONS
MAINTENANCE GRAVEL

1. 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 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 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.

Overburden has been removed from the area from which gravel is to be produced and the production plant set. The contractor shall pump water from the gravel pit using a 16" pump or equivalent to reduce and maintain water levels to reach productive gravel in the area indicated on the map (see attachment 4).

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 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 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.

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 is allowed 40 working days to complete the gravel stockpile. A \$400 per day penalty will be assessed for each working day beyond the allotted working days.

6. Producers will notify the County if the production crew encounters pit run material on county owned property that requires that bleeding material greater than 20% by weight in fine sand from the pit run to make the county gradation requirements. If the bleed sand in the pile as measured at the end of the project exceeds 20,000 tons, the county will pay the difference between the tonnage in the pile less 20,000 tons at \$1.00 per ton.

7. Producer will make two stockpiles of gravel material, one each of the following sizes: 1 pile at 68,000 tons of material to be hauled by others and a second pile of 7,500 tons for the Correctionville Maintenance District. Each pile will be placed at a separate location and the quantities and locations differentiated by and reported to the district 3 foreman.



12 10-2-18

WOODBURY COUNTY, IOWA

CONTRACT

Kind of Work Road Haul Gravel
Project No. G-2019- Stock Pile RR Pit County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Rocky De Witt, Keith Radig, Marty Pottebaum, Jeremy Taylor, and Matthew Ung, Contracting Authority, and Hallett Materials Wall Lake, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Three Hundred Forty-Three Thousand One Hundred Forty and 00/100 (\$343,140.00)

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 August 27, 2018

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-2019 Stock Pile Briese 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
		November 19, 2018	

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 _____, 2018

Approved: _____
By _____
Contractor: Hallett Materials

Date 9/19/18

By _____
Contracting Authority: Woodbury County Board Chair

Date _____

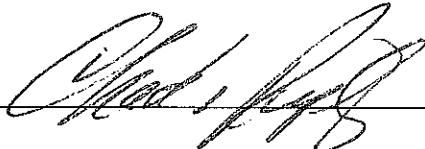
RR Pit Production
8/20/2018

MAINTENANCE GRAVEL-RR PIT PRODUCTION 2019

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	
TOTALS				
1.	Gravel – Mined, Produced, and Stockpiled at RR Pit	51,600 Tons	<u>\$ 6.65 /Ton</u>	\$ 343,140.00
TOTAL	Gravel Produced at Pit	51,600 <u>Tons</u>		
			CONTRACT TOTAL	<u>\$ 343,140.00</u>

Quotations are due to county engineer by September 7, 2018.

Late start date for the project is October 1, 2018. If one bidder receives both proposals for gravel production, Briese Pit production will be produced first, RR Pit will be produced second. Late start date for RR Pit production will be moved to November 19, 2018.

Signed:  Date: 09/06/18

Printed Name: Chad A. Ripley

Representing: Hallett Materials

Note # 1 – No stripping costs are included in the above unit price. It is understood that Woodbury County will perform the stripping associated with this proposal. Chad Ripley 09/06/2018

OK

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. 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 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 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.

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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 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 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.

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 is allowed 30 working days to complete the gravel stockpile. A \$400 per day penalty will be assessed for each working day beyond the allotted working days.

6. Producers will notify the County if the production crew encounters pit run material on county owned property that requires that bleeding material greater than 20% by weight in fine sand from the pit run to make the county gradation requirements. If the bleed sand in the pile as measured at the end of the project exceeds 20,000 tons, the county will pay the difference between the tonnage in the pile less 20,000 tons at \$1.00 per ton.

7. Producer will make three stockpiles of gravel material, one each of the following sizes: 1 pile at 25,000 tons of material, a second pile of 5,000 tons and a third stockpile of 21,600 tons. Each pile will be placed at a separate location and the quantities and locations differentiated by and reported to the district 3 foreman.