



CONTRACT

12d
09/15/15

Kind of Work Road Haul Gravel Miles _____

Project No. GH-2016-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: Mark A. Monson, Jaclyn Smith, Larry D. Clausen, Matthew Ung, and Jeremy Taylor

_____, Contracting Authority, and Hallett Materials of Wall Lake, Iowa, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____ One Hundred Fifty Seven Thousand Thirty Dollars and 50/100-----Dollars (\$157,030.50)

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 of 2001, 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 contained fully 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 date of _____, 2015

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-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 September 20, 2015 | | | |

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 _____, 2015

Approved: IOWA DEPARTMENT OF TRANSPORTATION

By _____ Contracts Engineer

Date _____

Woodbury Contracting Authority County, Iowa

By Mark A. Monson
Mark A. Monson Chairperson

Hallett Materials

By Chad Ripley
Chad Ripley Contractor

MAINTENANCE GRAVEL-GRAVEL HAUL QUOTATION

| ITEM NO. | DESCRIPTION | QUANTITIES | UNIT PRICE | |
|----------|--|-------------|--------------------|---------------------|
| TOTALS | | | | |
| 1. | Gravel - Haul to roads in Concord Twp. | 3,240 Tons | <u>\$12.95/Ton</u> | <u>\$ 41,958.00</u> |
| 2. | Gravel - Haul to roads in Woodbury Twp. | 3,300 Tons | <u>\$13.70/Ton</u> | <u>\$ 45,210.00</u> |
| 3. | Gravel - Haul to roads in Wolf Creek, and Grant Twp. | 2,430 Tons | <u>\$10.35/Ton</u> | <u>\$ 25,150.50</u> |
| 4. | Gravel - Haul to roads in Little Sioux Twp. | 1,350 Tons | <u>\$10.35/Ton</u> | <u>\$ 13,972.50</u> |
| 5. | Gravel - Haul to roads in Rutland Twp. | 2,970 Tons | <u>\$10.35/Ton</u> | <u>\$ 30,739.50</u> |
| TOTAL | Gravel hauled to roads | 13,290 Tons | | |

CONTRACT TOTAL \$ 157,030.50

Quotations are due to county engineer by September 8, 2015.

Late start date for the project is September 29, 2015.

Signed: Chad A. Ripley Date: 9/2/15

Printed Name: Chad A. Ripley

Representing: Hallitt Materials

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. Rock delivered directly to roads: 13,290 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

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.