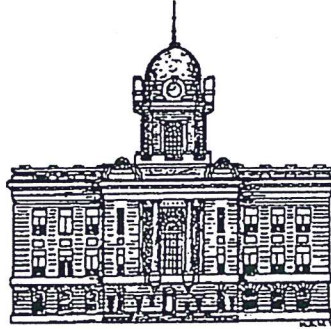


Jasper County, Iowa

Joe Brock

Denny Carpenter

Doug Cupples



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

July 3, 2018

9:30 a.m.

Pledge of Allegiance

- Item 1 **Public Hearing – Bids for Masonry Repairs on the Courthouse**
- Item 2 **Newton RAGBRAI Committee – Danielle Rogers**
- Item 3 **Shive Hattery – Chris Bauer**
 - a) Contract for Annex Building
- Item 4 **Human Resources – Dennis Simon**
 - a) Employee Hiring Resolution for Public Health
- Item 5 **Engineer – Russ Stutt**
 - a) Approval for equipment purchases
 - b) Approval for steel purchase
- Item 6 **Approve & Sign Contract with Van Maanen Electric for the Retrofit Courthouse Lighting Project**
- Item 7 **Approval of Board of Supervisors minutes for 6/26/2018**
- Item 8 **Employee Evaluation**

PUBLIC INPUT & COMMENTS



June 27, 2018

Jasper County Courthouse
101 1st Street North
Newton, IA 50208

Re: Jasper County – Courthouse Masonry Repairs
Bids Received June 26, 2018

Dear Mr. Sparks,

Six (6) bids were received on June 26, 2018 for the above referenced project. We have reviewed the bids that were provided to us. We propose Jasper County proceed with your award process on the basis of the low bid of \$243,600.00 bid amount submitted by RL Contractors, Inc.

This award may be subject to submittal of acceptable bonds, insurance and other requirements of The Jasper County Board of Supervisors. We are enclosing a copy of the bid tabulation for your use.

Please contact our office of the award decision and we will proceed with obtaining the agreement, bonds and insurance.

We look forward to continuing our work with Jasper County and beginning work with RL Contractors, Inc. on this project. Please call our office if you have any questions or comments regarding the above project.

Sincerely,

SHIVE-HATTERY, INC.

Kevin D. Long

Enclosure: Bid Tabulation



SHIVEHATTERY

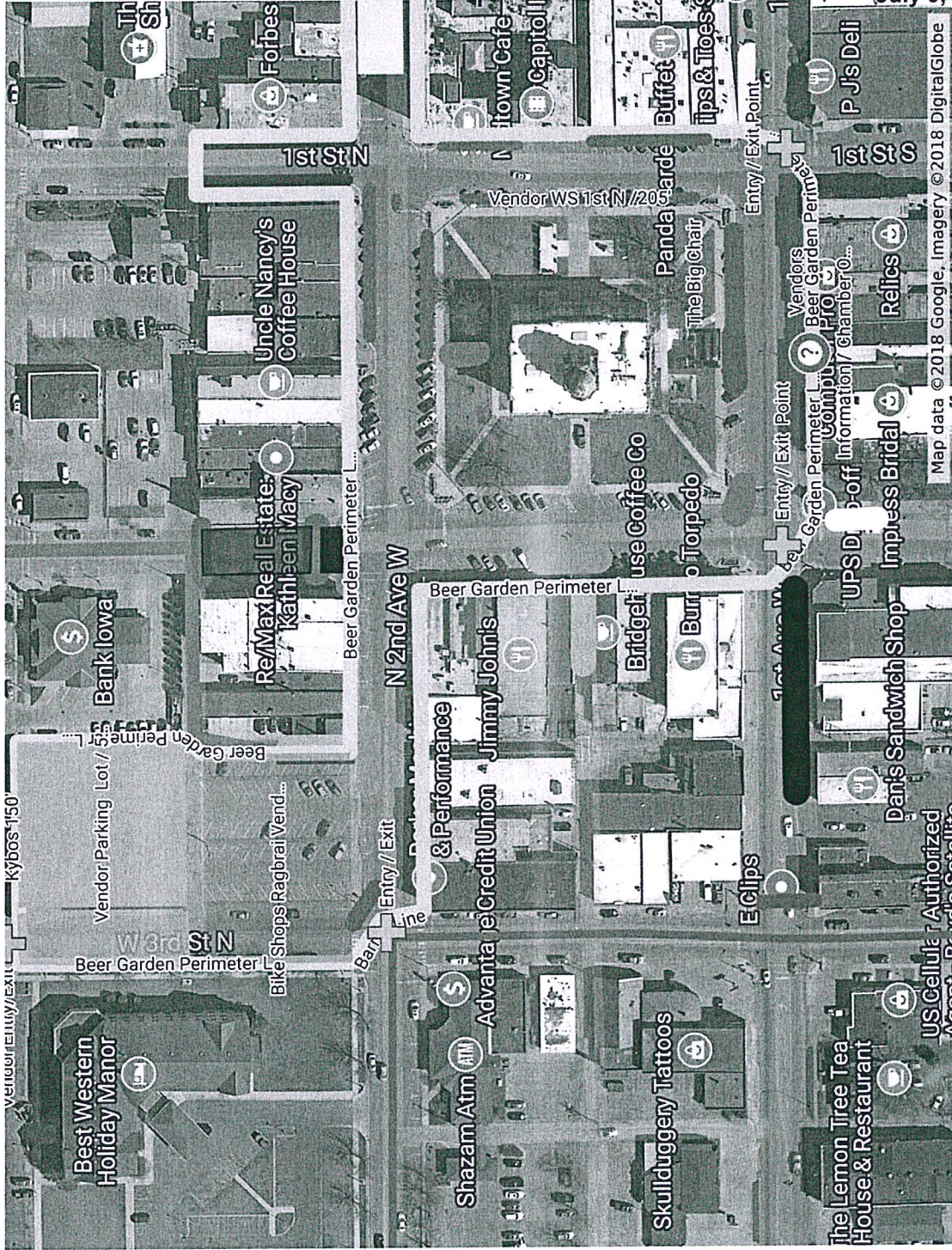
ARCHITECTURE + ENGINEERING

Client: Jasper County
 Project Name: Courthouse Masonry Repairs
 June 26, 2018 at 2:00 p.m.
























Location: Jasper County Auditor's Office, Newton, IA
 S-H Project No.: 4182870

Name and Address of Bidder	ADDENDA 1	BID SECURITY	NON-COLLUSION AFFIDAVIT	BIDDER STATUS FORM	AUTHORIZATION TO TRANSACT BUSINESS	BASE BID
RL Contractors, Inc. Butler, IL	X	X	X	X	X	\$243,600.00
Eugene Matthews, Inc. Broadview, IL	X	X	X	X	X	\$293,200.00
Innovative Masonry Restoration, LLC Prior Lake, MN	X	X	X	X	X	\$427,000.00
E & H Restoration, LLC Davenport, IA	X	X	X	X		\$531,618.00
MTS Contracting Inc. Ankeny, IA	X	X	X	X		\$629,000.00
TNT Tuckpointing & Building Restoration, LLC Stockton, IA	X	X	X	X		\$710,000.00

Ragbai 2018 Downtown Layout

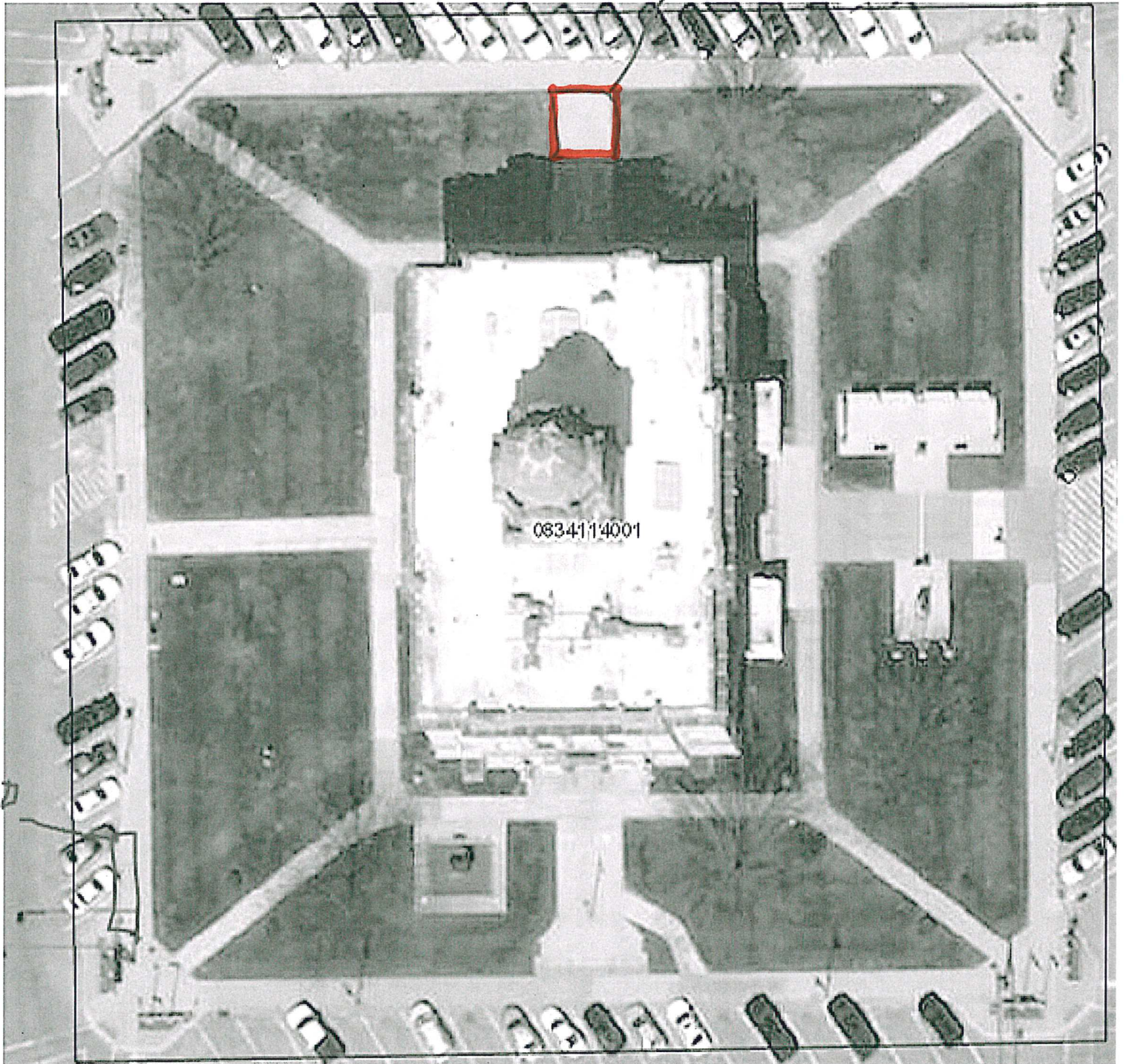


Beer Garden Area

-  Beer Garden Perimeter Line
-  Stage 25' X 40'
-  Band Equip / Secure Area
-  Road Barrier / Security for Band
-  Beer Semi 45'
-  Beer Sales Area 56'
-  Beer Sales Area 70'
-  Barrier Line
-  Entry / Exit
-  Entry / Exit Point
-  Entry / Exit Point
-  Entry / Exit Point
-  Vendor Entry/Exit
-  Identification Verification
-  Ticket Sales Area
-  Medical / EMS Area
-  Beer Semi Trailer
-  Command Center
-  Ambulance Parking
-  Ice Truck
-  Line 31
-  Kybos 150'
-  Kybos 52'

Location map for Vendor , Stage , Barrier fencing,ETC

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June 2018 Pickup Bids			
	Steve Link Ford Lincoln	Noble Auto Group	Karl Chevrolet, Inc.
	\$ 27,700.00	\$ 30,036.01	\$ 28,967.00
2019 F 250			
2018 Silverado 2500			\$ 31,125.00

June 2018 Skid Loader Bids			
	Van-Wall Equipment, Inc	Star Equipment, LTD	
	\$ 79,504.00	\$ 84,329.70	
John Deere 333G Compact Track Loader			
Mustang 3200VT Vertical Lift Design Track Loader			

Steel Quote for 50 foot Bean and Slab Bridges				
	Quantity	Husker Steel	Oden Enterprises, Inc	Skyline Steel
W12 X 79 - 50 ft Beams	26	\$ 61,932.00	\$ 56,146.22	\$ 54,262.00

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh day of June in the year Two Thousand Eighteen

BETWEEN the Owner:

Jasper County, IA
101 1st Street North
Newton, IA 50208

and the Contractor:

Van Maanen Electric, Inc.
627 North 19th Avenue East
Newton, IA 50208

for the following Project:

Jasper County, IA - Retrofit Newton Courthouse Lighting
Newton, IA
Upgrade of lighting and lighting controls in courthouse office and support areas.

The Architect:

Shive-Hattery, Inc. | Project #417590-0
4125 Westown Pkwy, Suite 200
West Des Moines, IA 50266

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1381651307)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraph deleted)

Within ten (10) days of the date on the Notice of Award (6/5/18), that is June 15, 2018.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than December 31, 2018.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

N/A

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Three Thousand Six Hundred Dollars and Zero Cents (\$ 103,600.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

N/A

§ 4.3 Unit prices, if any:

(Paragraph deleted)

N/A

(Row deleted)

§ 4.4 Allowances included in the Contract Sum, if any:

(Paragraph deleted)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

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- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Paragraph deleted)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph deleted)

Retainage to be reduced in accordance with laws of the State of Iowa, as applicable.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner's final payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance of the Project by Jasper County, Iowa upon receipt and review of the Architect's Certificate for Final Payment. Final Payment may be contingent upon receipt of all Chapter 573 claim releases (the equivalent of lien waivers on public improvement projects in Iowa) and other required closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document

(Paragraphs deleted)

A201-2007.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Paragraph deleted)

A rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less

§ 8.3 The Owner's representative:

Adam Sparks, Maintenance Director
101 1st Street North
Newton, IA 50208

§ 8.4 The Contractor's representative:

Nathan Van Maanen, President
629 N. 19th Street East
Newton, IA 50208

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7300	Supplementary Conditions	5-16-2018	14

§ 9.1.4 The Specifications:
(Paragraphs deleted)

Section	Title	Date	Pages
00 0110	Table of Contents	5-16-2018	1

§ 9.1.5 The Drawings:
(Paragraphs deleted)

Number	Title	Date
00 1115	List of Drawing Sheets	5-16-2018

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(1381651307)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Re-Bid Addendum 01	5-21-2018	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
Shive-Hattery Electronic Digital Data File Transmittal Terms and Conditions for Use
- .2 Other documents, if any, listed below:
N/A

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

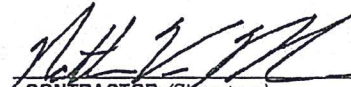
(Paragraph deleted)

Type of insurance or bond	
Performance Bond	Per Section 00 7300 Supplementary Conditions
Payment Bond	Per Section 00 7300 Supplementary Conditions
Certificate of Insurance	Per Section 00 7300 Supplementary Conditions

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)
Nathan VanMannen, President

(Printed name and title)

Attest:

Dennis Parrott, Jasper County Auditor

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User Notes:

(1381651307)

June 26, 2018

Tuesday, June 26, 2018 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

Scott Marler and Dave Lorenzen gave an update to the Supervisors on the TIM Training Center that is proposed to be built in Jasper County at the former Jasper County Care Facility Site.

Motion by Cupples and seconded by Carpenter to approve the amendment to the Tyler Technologies Inc. property tax program support in the amount of \$48,710 per year for the period beginning May 1, 2018 and ending April 30, 2023.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Carpenter and seconded by Brock to adopt Resolution 18-49 to approve final plans for HMA Overlay on portions of Legion St, E 68th St S, and S 28th Ave E, Project FM-C050(122)-55-50.

YEA: CUPPLES, CARPENTER, BROCK

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Buildings and Grounds Director Adam Sparks presented quotes to the Board for the purchase of a replacement furnace - air conditioner at the County Attorney's Office and the quotes are as follows:

Brooker Corporation	\$4,350
Brookwood Incorporated	\$3,120
Warnick and Reeves Mechanical	\$3,365

Motion by Carpenter and seconded by Brock to approve the purchase of the furnace – air conditioner from Brookwood Incorporated for the cost of \$3,120.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Brock and seconded by Carpenter to adopt Resolution 18-50 a hiring resolution certifying the following to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Part-time Transport Officer	Kevin Zimmerman	\$13.28	Hire-in Range 29 Non-Bargaining Non-Progressive Scale	07/09/2018

YEA: CUPPLES, CARPENTER, BROCK

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

There was no action taken on Item 6 (b) Access to employee's files

Motion by Cupples and seconded by Brock to approve the Civil Service Certification list of individuals who passed the testing process for the position of Deputy Sheriff. The list includes: Benjamin Tyler Duncan, Tanner Hull, Dalton Kies, Kody Roos, Bradley Sheeder, Corey Van Kooten and Zach Zeutenhorst.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Carpenter and seconded by Brock to adopt Resolution 18-51 allowing the City of Monroe to exercise their Urban Renewal Powers concerning real property Tax ID Number 1830400004.

YEA: CUPPLES, CARPENTER, BROCK

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Motion by Brock and seconded by Carpenter to approve an Extension of Service to the liquor license of the Izaak Walton League.

YEA: CARPENTER, BROCK, CUPPLES

No action was take on agenda item 10: Review Driveway Policy

A discussion was had on streamlining digital information exchange with time sheets and budget turn in.

No action was taken on agenda item 12: Transfer 17/18 FY Capitol Projects Funds to 18/19 FY Capitol Project Funds.

No action was taken on agenda item #2 Auditor's Clerk Vacancy.

Discussion was had on the employee hiring process and travel policy.

No action was taken on agenda item 14: Auditor's Office Deputies.

There were no Board appointments.

Motion by Brock and seconded by Carpenter to approve Board of Supervisors minutes for 6/19/2018.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Cupples and seconded by Carpenter to adjourn the Tuesday, June 26, 2018 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, BROCK

Dennis K. Parrott, Auditor

Doug Cupples, Chairman