

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 24, 2018

9:30 a.m.

Pledge of Allegiance

- Item 1 **Human Resources – Dennis Simon**
 - a) Employee Hiring Resolution - Sheriff

- Item 2 **Buildings & Grounds – Adam Sparks**
 - a) Notice of Award for RL Contractors, Inc for Masonry Repairs
 - b) Agreement with RL Contractors, Inc for Masonry Repairs

- Item 3 **Appointment of County Attorney**

- Item 4 **County Attorney – Scott Nicholson**
 - a) County Attorney Staff

- Item 5 **Resolution Approving Transfer Order #1402**

- Item 6 **Resolution Approving Transfer Order #1403**

- Item 7 **Board Appointments**

- Item 8 **Approval of Board of Supervisors minutes for 7/17/2018**

PUBLIC INPUT & COMMENTS

DOCUMENT 00 0510
NOTICE OF AWARD

Dated July 5, 2018

TO: RL Contractors, Inc.

ADDRESS: PO Box 252, 9032 13th Avenue
Butler, IL 62015

PROJECT: Jasper County – Courthouse Masonry Repairs

CONTRACT FOR: Jasper County – Courthouse Masonry Repairs

You are notified that your Bid dated June 26, 2018, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Jasper County – Courthouse Masonry Repairs project.

The Contract Price of your contract is Two hundred forty-three thousand six hundred dollars and 00/100 (\$243,600.00), in accordance with your bid.

Please notify Shive-Hattery of your requested number of sets of Drawings and specifications.

You must comply with the following conditions precedent within ten (10) working days of the date of this Notice of Award that is by July 19, 2018.

1. You must deliver to Shive-Hattery, Inc. three (3) fully executed copies of this Notice of Award.
2. You must deliver to Shive-Hattery, Inc. three (3) fully executed counterparts of the enclosed Agreement. Each counterpart must bear your signature.
3. You must deliver to Shive-Hattery, Inc. not later than three (3) days following the date of execution of the Agreement the Performance Bond and Payment Bond as specified in the Supplementary Conditions.
4. You must deliver to Shive-Hattery, Inc. the Certificate of Insurance as outlined in the Supplementary Conditions. Note the requirements for a Power-of-Attorney or other evidence indicating that the person signing this Certificate of Insurance is the authorized representative of the insurance company. In addition, the contractor is required to name the Owner, Shive-Hattery, Inc., and their agents as additional insureds. This statement must appear on all insurance certificates.
5. You must submit to Shive-Hattery, Inc. a submittal schedule not later than seven (7) days following the execution of the Agreement.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

There will be a Preconstruction Conference scheduled. It is required that a representative from your firm in charge of the project, and any subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time.

DOCUMENT 00 0510
NOTICE OF AWARD

Owner

By: _____

Authorized Signature

Title

ACCEPTANCE OF AWARD

RL Contractors Inc.
Contractor

By: _____

Authorized Signature

President
Title

7-11-18
Date

END OF DOCUMENT

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 Fifth day of July in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Jasper County
101 1st Street North
Newton, IA 50208

and the Contractor:
(Name, legal status, address and other information)

RL Contractors, Inc.
PO Box 252
9032 13th Avenue
Butler, IL62015

for the following Project:
(Name, location and detailed description)

Jasper County - Courthouse Masonry Repairs
Newton, IA
The Project consists of the Courthouse dome masonry repairs.

The Architect:
(Name, legal status, address and other information)

Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
SH Project# 4182870

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.

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.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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:

§ 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 , or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Substantial Completion	December 31, 2018

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

Init.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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 Two Hundred Forty-three Thousand Six Hundred Dollars and Zero Cents (\$ 243,600.00), 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:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any: N/A

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

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

(Identify allowance and state exclusions, if any, from the allowance price.)

(Table deleted)

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 *(Paragraphs deleted)* month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last 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 Thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 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 %);
 - .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
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .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:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Per Document 00 7300 Supplementary Conditions

§ 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:

Per Document 00 7300 Supplementary Conditions

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 A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 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:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

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.

§ 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.
(*Paragraphs deleted*)

§ 8.3 The Owner's representative:
(*Name, address and other information*)

Adam Sparks
Jasper County Courthouse
101 1st Street North
Newton, IA 50208
P: 641.792.7016
Email: jcmaint@co.jasper.ia.us

§ 8.4 The Contractor's representative:
(*Name, address and other information*)

Rob Smith
RL Contractors, Inc.
PO Box 252, 9032 13th Avenue
Butler, IL 62015
P: 217.532.2732
Email: rlcontractors@consolidated.net

§ 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.

Init.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7300	Supplementary Conditions	6-4-2018	14

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
00 0110	Table of Contents	6-1-2018	3

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
G000	Cover Sheet	6-4-2018

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
01	6-22-2018	5

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: N/A

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Refer to Document 00 7300 Supplementary Conditions; Article 11 Insurance and Bonds	

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

Jasper County

RL Contractors, Inc.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



Laura Smith President

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$1,373,405.62

Newton, Iowa, July 31, 2018

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One million three hundred seventy three thousand four hundred five dollars and 62/100***

From: 0040-Local Option Sales
Services Tax Fund

To: Various Funds
(See Below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Property Tax Relief Allocation

By Order of Board of Supervisors.

Auditor/Designee

NO. 1402

Supervisor

Attest

The Local Option Sales & Services Tax Fund is used for property tax relief for the current FY 18-19 budget.

0001- General Basic Fund	100.00%	\$	1,373,405.62
0002- General Supplemental Fund	0.0%	\$	-
0011- Rural Services Basic Fund	0.0%	\$	-
		\$	<u>1,373,405.62</u>

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$5,845.00

Newton, Iowa, July 17, 2018

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Five thousand eight hundred forty five dollars and 00/100***

From: 0001-General Basic Fund

To: 0004- Ashton/Mariposa Parks
Maintenance Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.



Auditor/Designee

Supervisor

NO. 1403

Attest

This transfer includes the total FY 2018 camping fees collected.



Jasper County

Budget Report Account Summary

For Fiscal: 2017-2018 Period Ending: 06/30/2018

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
und: 0001 - GENERAL BASIC FUND						
Revenue						
<u>001-1-22-6110-520000</u> CAMPING FEES	4,500.00	4,500.00	847.00	5,845.00	1,345.00	129.89 %
Revenue Total:	4,500.00	4,500.00	847.00	5,845.00	1,345.00	129.89 %
Fund: 0001 - GENERAL BASIC FUND Total:	4,500.00	4,500.00	847.00	5,845.00	1,345.00	129.89 %
Report Total:	4,500.00	4,500.00	847.00	5,845.00	1,345.00	129.89 %

July 17, 2018

Tuesday, July 17, 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.

Veteran's Affairs Director Kurt Jackson presented to the Board his report for the second quarter.

Motion by Brock and seconded by Carpenter to approve the Veteran's Affairs Quarterly Report for the period beginning April 1, 2018 and ending June 30, 2018.

YEA: CARPENTER, BROCK, CUPPLES

Auditor Dennis Parrott asked the Board to approve the hiring of an Auditor's Clerk in the real estate/elections department to replace the vacancy that existed when Jill Ingraham left the Auditor's Office.

Motion by Brock and seconded by Carpenter to adopt Resolution 18-54 certifying the following appointment 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>
Auditor's Office	Auditor's Clerk	Jaynie Urias	\$14.94	Hire-in Rate Non-progressive Union Scale	July 17, 2018

YEA: CARPENTER, BROCK, CUPPLES

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

Sheriff John Halferty asked the Supervisors to approve a renewal agreement for maintenance and support of the finger printing equipment.

Motion by Brock and seconded by Carpenter to approve an extension agreement between Jasper County and IDEMIA (Morpho Trak, LLC) in the amount of \$3,017 for maintenance and support of the Sheriff's finger printing equipment.

YEA: CARPENTER, BROCK, CUPPLES

County Engineer Russ Stutt asked the Board to approve two County Bridge Federal Aid Swap Funding Agreements.

Motion by Carpenter and seconded by Brock to approve an agreement between Jasper County and the Iowa Department of Transportation for funding through the Federal-Aid Swap County Bridge Program under chapter 761 of the Iowa Administrative Code and Iowa Code Section Chapter 161 for FHWA Structure 030430 on F48 over Prairie Creek in Jasper County Iowa. Estimated costs \$540,000

YEA: BROCK, CUPPLES, CARPENTER

Motion by Brock and seconded by Carpenter to approve and agreement between Jasper County and the Iowa Department of Transportation for funding through the Federal-Aid Swap County Bridge Program under chapter 761 of the Iowa Administrative Code and Iowa Code Section Chapter 161 for FHWA Structure 030450 on County Road R48 over Cherry Creek in Jasper County Iowa. Estimated costs \$796,000.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Brock and seconded by Carpenter to approve the use of the Courthouse lawn on October 7, 2018 between the hours of 1pm-3pm for the Annual Crop Walk.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Carpenter and seconded by Brock to approve Resolution 18-55, a transfer order in the amount of \$4,798.00, transferring from the 0001-General Basic Fund to 0760-Attorney Collections Fund.

YEA: BROCK, CUPPLES, CARPENTER

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 the Recorder's Monthly Report for June, 2018.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Cupples and seconded by Carpenter to appoint Dave McClurg to the Newton Benefitted Fire District. The appointment will be for the period beginning July 1, 2018 through June 30, 2021.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Cupples and seconded by Brock to approve the Board of Supervisor's Minutes for 7/10/18.

YEA: CARPENTER, BROCK, CUPPLES

Employee evaluation of HR Director, Dennis Simon. Mr. Cupples read aloud Iowa Code Section 21.5(i) which allows the Board of Supervisors to enter into a closed session to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that the individual requests a closed session. Mr. Simon stated that he would like his review conducted in a closed session.

Motion by Cupples and seconded by Brock to go into a closed session.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Carpenter and seconded by Brock to close the Closed Session and enter back into an Open Session.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Cupples and seconded by Carpenter to adjourn the 7/17/18 Jasper County Board of Supervisors Meeting.

YEA: CARPENTER, BROCK, CUPPLES

Dennis K. Parrott, Auditor

Doug Cupples, Chairman