

Jasper County, Iowa Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Carpenter

Doug Cupples

Brandon Talsma

August 2, 2022

9:30 a.m.

www.jasperia.org

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

- Anyone that has an item on the agenda must appear in person for the Board to consider it. -

Pledge of Allegiance



- Item 1** **Building & Grounds – Adam Sparks**
 - a) Recorder’s Office New Carpet Estimates

- Item 2** **Jasper County Civil Service Commission Certification of Wages**

- Item 3** **Engineer – Michael Frietsch**
 - a) Revised Iowa DOT Federal-Aid Agreement for County Highway Bridge Program Project – BRS-C050(116) – 60-50 – Agreement 1-22-HBP-026
 - b) Purchase of Used Hydraulic Excavator
 - c) Purchase of Pile Driving Attachments

- Item 4** **PFM ARPA Agreement**

- Item 5** **Approval of Claims paid through August 2, 2022**

- Item 6** **Approval of Board of Supervisors Minutes for July 26, 2022**

- Item 7** **Board Appointments**

PUBLIC INPUT & COMMENTS

Adam Sparks

From: DENNIS TERRI ELLIOTT <dennis_terri_elliott@msn.com>
Sent: Wednesday, July 27, 2022 8:41 AM
To: Adam Sparks
Subject: Fwd: Estimate ATT. Adam Sparks

[NOTICE: This message originated outside of Jasper County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Sent from my iPhone

Begin forwarded message:

From: DENNIS TERRI ELLIOTT <dennis_terri_elliott@msn.com>
Date: July 19, 2022 at 3:38:16 PM CDT
To: Asparks@jasperia.org, Dennis Elliott <dennis_terri_elliott@msn.com>
Subject: Fw: Estimate ATT. Adam Sparks

From: DENNIS TERRI ELLIOTT <dennis_terri_elliott@msn.com>
Sent: Tuesday, July 19, 2022 8:29 PM
To: Asparks@jasperia.org <Asparks@jasperia.org>; DENNIS TERRI ELLIOTT <dennis_terri_elliott@msn.com>
Subject: Estimate ATT. Adam Sparks

Elliott Installation Inc.
2022
908 s 12th street
Marshalltown, Iowa 50158
Dennis, Dustin and Ryan
641-751-1543

July 19,

Jasper Co. Courthouse
1st st north
Newton, Iowa 50208

Mohawk Solve 2 color-359 Ecoactive Carpet			
Tile	213.33	\$39.00	\$8319.87
2 4 gal pails of carpet tile			
Adh		2	\$182.50
Scrape glue off floors 3			\$365.00
hours		3	\$158.33
			\$475.00

**Carpet
installation** 1 \$3000.00
\$3000.00

**Trip
chg** 1 \$75.00
\$75.00

**Tearout and disposal of glue direct 160 ay
yds** 1 \$925.00 \$925.00

**Tear out and disposal of 359 sq foot of
vct** 1 \$850.00 \$850.00

**Please Note all floor prep if needed will \$125.00 hour per man
plus Materials!!!!!!**

**Sales
Tax** 0 7%

\$14,009.87

Total

Jim Bell Flooring
 3211 S 14th Street
 Marshalltown, Iowa 50158

Estimate

Date	Estimate #
7/18/2022	1506

Phone #	641-753-1212
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Name / Address
Jasper Co Courthouse 1st st North Newton Ia 50208

			Project
Description	Qty	Rate	Total
Mohawk Solve2 color-359 Ecoactive Carpet Tile	213.33	34.00	7,253.22
2 4 Gal pails carpet tile adh	2	170.00	340.00
Scrape glue off floors 3 hours	3	140.00	420.00
Carpet Installation	1	2,567.96	2,567.96
Trip Charge	1	50.00	50.00
Tearout & Disposal of glue direct carpet 160 Sq Yards	1	847.44	847.44
Tearout & Disposal of 359 Sq foot of VCT & Disposal	1	768.26	768.26
Please Note all floor prep if needed will be 125.00 per hour per man plus materials!!!!			
Sales Tax		7.00%	0.00
Total			\$12,246.88

Down payment due at time of sale is greater of 50% of total invoice or 100% of special order products. Balance is due prior to material pickup or delivery, unless other terms have been approved. Terms: 25% restocking fee on all cancelled orders. Goods remaining in the warehouse for more than 60 days will incur a monthly charge of 5% of the total invoice per month with a minimum of \$25 per month. Credit card payments are subject to a 3% service charge.



QUOTE

COMPANY ADDRESS

1701 1st Ave W, Newton IA 50208
 Phone: 641-792-2240 Fax: 641-792-1112

DATE 7/20/2022
QUOTE # 71256

QUOTE FOR

JASPER COUNTY COURTHOUSE

PREPARED BY:

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
213	CARPET 213 sy	\$ 36.99	No	\$ 7,878.87
213	LABOR	\$ 7.00	No	\$ 1,491.00
3	3 BUCKETS OF GLUE	\$ 125.00	No	\$ 375.00
3	SCRAPE FLOORS 3 hrs	\$ 140.00	No	\$ 420.00
12	12 WIDE FACE STAIRNOSE	\$ 5.00	No	\$ 60.00
180	180sy CARPET TEAR OUT	\$ 3.25	No	\$ 585.00
347	347sf VCT TEAR OUT	\$ 1.50	No	\$ 520.50
	FLOOR PREP IF NEEDED			

IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT
 STORE FOR HOMES (641)-792-2240

WE APPRECIATE YOUR BUSINESS

Subtotal	\$ 11,330.37
Tax Rate	7.00%
Sales Tax	\$ -
Other	
TOTAL	\$ 11,330.37

Jasper County Civil Service Commission
Board Members
Pat Wallace
Leland Groves
Arie Scholten

Summary of review of the 2022/2023 wages for the Jasper County Sheriff's Office Deputies.

On July 21, 2022, Sheriff Halferty provided the Jasper County Civil Service Commission chair Pat Wallace with a revised copy of the 2022/2023 Deputy Sheriff wage schedule for the purpose of certification per Iowa Code Chapter 341.A14. The letter was provided to the committee members.

On July 21, 2022, Pat Wallace and Leland Groves board members met and Certified the 2022/2023 schedule as accurate.

Pat Wallace, Chairperson
Jasper County Civil Service Commission

JASPER COUNTY SHERIFF'S OFFICE



Serving Jasper County Since 1846

Sheriff
John R. Halferty
P.O. Box 517
2300 Law Center Drive
Newton, Iowa 50208

Office (641) 792-5912
Fax (641) 792-4202

Chief Deputy
Duane Rozendaal

July 21st, 2022

Pat Wallace, Chairperson
Jasper County Civil Service Commission

Re: 2022/2023 certification of wages effective 07-01-2022

Commissioner Wallace,

The purpose of this letter is to advise you of the current positions and salaries of Sheriff's Deputies for Jasper County (2022/2023) per 341A.14 of the code of Iowa. Please certify this information to Jasper County Auditor Dennis Parrott at your convenience. If you have any questions or concerns, please let me know.

Duane Rozendaal	Chief Deputy	\$114,847.75
Brad Shutts	Lieutenant	\$112,145.45
Mike Gunsaulus	Lieutenant	\$108,092.00
Tracy Cross	Sergeant	\$94,580.50
Marc Headington	Deputy	\$36.54/hr
Brandon Bruxvoort	Deputy	\$31.80/hr
Brad Sheeder	Deputy	\$30.34/hr
Corey Van Kooten	Deputy	\$30.34/hr
Kira Lazenby	Deputy	\$31.80/hr
Dylan Blackford	Deputy	\$30.34/hr
Josh Borg	Deputy	\$29.20/hr
Chad Coleman	Deputy	\$30.34/hr
Ben Block	Deputy	\$29.20/hr
Landon Moss	Deputy	\$28.15/hr
Todd Decker	Deputy	\$28.15/hr
Leon Spataru	Deputy	\$27.11/hr
Ben Bailey	Deputy	\$27.11/hr
Open position	Deputy	\$27.11/hr

Sincerely,

John R. Halferty, Sheriff

July 2022

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Jasper County

Project No: BRS-C050(116)--60-50

Iowa DOT Agreement No: 1-22-HBP-026

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Board of Supervisors for Jasper County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 30380
 - B. Location: County Road F-48 over Squaw Creek at W 116th St S
 - C. Preliminary Estimated Total Eligible Construction Costs: \$ 1,500,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.

7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.
8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Date _____, _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.
 - iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the

DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#).
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess

funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds, reimbursed funds shall be returned, and a possible suspension may be placed on the RECIPIENT from receiving federal funds on future projects until the RECIPIENT has demonstrated responsible management of federal funds on roadway projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

JASPER COUNTY ENGINEER'S OFFICE

910 N 11th Ave E
Newton, Iowa 50208

(641) 792-5862
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP
County Engineer
mfrietsch@jasperia.org

July 29, 2022

To: Jasper County Supervisors

From: Michael J. Frietsch, P.E., FMP
County Engineer

Re: Used Excavator for Pile Driving Attachments

Dear Supervisors,

The bridge crew drives pile with a 1989 Little Giant crane. Parts are scarce and can require custom fabrication. Also, a specially licensed operator is required. Presently, one person can operate the crane. Further, it takes four (4) days to drive pile for two (2) stub abutments. Given the risks (safety, equipment age, and lack of operator redundancy) with the crane operation and associated pile driving system, and slow production rate, replacement with a hydraulic excavator-based system is warranted. This new system requires no special licensure and could reduce pile driving to one (1) day.

The new system uses a side grip vibratory pile driving attachment and a hydraulic impact hammer attachment. Our current group of hydraulic excavators lack the operating weight and hydraulic systems for these attachments. Hence, a different track hydraulic excavator is required. A bid proposal request for a used excavator was sent to Ziegler CAT and Murphy Tractor (Deere) on June 29th, 2022. No bids were received. After receiving no bids, the search expanded to Titan Machinery (CASE) and Mid Country Machinery (Kobelco). The following candidates were found:

- 2021 Kobelco SK300 LC-10 with 382 hours, Factory Warranty to 2025, Mid Country
- 2019 Hyundai HX300L with 457.8 hours, No Factory Warranty, Titan
- 2019 Case CX300D with 3,911 hours, No Factory Warranty, Titan

The Kobelco machine was operated by bridge crew members at Mid Country Machinery. It operated smoothly with plenty of power. Also, once a hydraulic quick coupler is added it will meet specifications. Furthermore, it was acceptable to the pile driving attachment supplier. Total bid price for the used Kobelco SK300 LC-10 with the hydraulic quick coupler is \$228,500.

Purchase of this used excavator and associated pile driving attachments is being made with Local Option Sales Tax (LOST) funds. Given the availability of funding, the risks to operations, and potential reduction of bridge construction time, the Jasper County Highway Department recommends approving the bid proposal from Mid Country Machinery for a used Kobelco hydraulic excavator at a total cost of \$228,500.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Frietsch".

Michael J. Frietsch, P.E., FMP
County Engineer



REQUEST FOR BIDS
FOR
ONE (1) USED TRACK MOUNTED EXCAVATOR
FOR SIDE GRIP AND IMPACT HAMMER PILE
DRIVING ATTACHMENTS

Issued by: Jasper County Iowa
Highway Department
910 N 11th Ave E
Newton, IA 50208

PROPOSALS DUE 2:00 PM on Friday July 29th, 2022, to:

mfrietsch@jasperia.org

LATE BIDS WILL BE REJECTED

For further information regarding this bid
contact
Michael Frietsch
at
(641) 521-6018

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APPENDIX A – SIGNATURE AND AUTHORITY AFFIDAVIT FORM

APPENDIX B – BID FORM

APPENDIX C – EQUIPMENT SPECIFICATION

1. GENERAL INFORMATION AND SCOPE

Jasper County (County) through its Engineering Department (Engineer) will be accepting bids on or before 2:00 PM Friday July 29th, 2022, for supplying one (1) used track mounted excavator to operate side grip pile driver and impact hammer attachments. Hereby referred to as used excavator. Used excavator shall meet or exceed the minimum specifications. The Jasper County Board of Supervisors (Board) in consultation with the Jasper County Engineer reserve the right to reject any and all bids, and to accept the bid which, in the opinion of the Board, represents the best interests of the County. Any exceptions to the bid documents must be clearly written and submitted on a separate page from the bid form.

Definitions: The following definitions are used throughout the bid documents:

Bidder/Vendor means a company or individual submitting a bid

Contractor means bidder awarded the contract

Bid Documents – means the cover sheet, index, bid process and procedure information, and attachments

County means the County of Jasper Iowa

Board means the Board of Supervisors duly elected to serve the county

State means the State of Iowa

2. QUESTIONS

Apparent areas of clarification, errors, conflicts, discrepancy, omissions, or other deficiencies present in the bid document shall be brought to the attention of the County Engineer no later than five (5) working days prior to bid opening. Communications shall be submitted in writing via the email address provided on the cover sheet. Verbal communications will not be considered. County Engineer shall respond via written Addendum emailed to the bidders. Bidders shall acknowledge receipt of addendums on the bid form.

3. METHOD OF BID

Bidder must submit pricing and information as requested by the Bid Form. See Appendix B for Bid Form. Prices must be quoted in U.S. Dollars. Bidder must use the included Bid Form. Failure to fully complete the Bid Form will result in a rejected bid.

4. BID SUBMISSION

Bidders must submit in .pdf form, by email, to the County Engineer the completed bid form with addenda and exceptions included as separate pages within a single .pdf. File shall be entitled JsprCo_IA_UsedExcavatorBid_ (bidder name). Bid shall be submitted

on or prior to the date and time set forth on the cover letter. Failure to comply with this deadline will result in a rejected bid.

5. BID RESPONSE REQUIREMENTS

For your bid to be considered, the following information must be provided via email on or before the due date and time listed on the cover page:

- Addendum Cover (Signature) Page(s), if applicable to this bid request
- Signature and Authority Affidavit Form, Appendix A
- Bid Form, Appendix B
- Complete specifications and descriptive brochure or detail for the product(s) bid
- Manufacturer's/Bidder's warranty information

The Signature and Authority Affidavit submitted with the bid proposal must be signed by the person in the Contractor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide this forms/information with your bid submittal may disqualify your bid.

6. METHOD OF AWARD

Award(s) shall be made based on the lowest total cost from a responsive, responsible bidder who meets specifications. Further, equipment lead times will be considered when making this award. Award will be made by board action at the regularly scheduled August 2nd, 2022, meeting. Successful bidder shall be notified of award in writing via email after approval by the Board.

7. BIDDER/CONTRACTOR QUALIFICATIONS

To be eligible for a contract award, you must be qualified and able to provide the following:

- Bidder must be an original manufacturer, or distributor and/or dealer/company authorized by manufacturer.

8. SPECIFICATIONS

Adequate detailed specifications of the product(s) offered must be included with your bid to establish equivalency and to ensure that the product being bid meets all specifications. Failure to provide product specifications and information may disqualify your bid. The County shall be the sole judge of equivalency and acceptability. Any attachments, documents, price lists, etc. to support your bid, must include the bid number. Bid specifications may not be revised without an official written addendum issued by the County Engineer. See Appendix C for detailed technical specifications.

9. DELIVERY

Delivery of used excavator shall occur on or before October 1st, 2022. Please indicate on the Bid Form your estimated delivery date. Bids with a delivery date after October 1st, 2022, will be considered although not given preference.

10. F.O.B. DESTINATION FREIGHT INCLUDED

Delivery of used excavator will be made by the successful bidder to the Jasper County Highway Department yard. Bid prices shall include all transportation, insurance charges and installation/operation manuals. After the pile driving attachments are delivered to the Jasper County Highway Department yard, one (1) day of onsite operator training shall be provided.

11. SUBCONTRACTING OR THIRD-PARTY PAYMENTS

Subcontracting shall be pre-approved upon award by the County before any work begins. Subcontractors must abide by all terms and conditions of the contract. The prime supplier shall be responsible for all subcontractor(s) work and payment. The County will not pay any subcontractor or third parties directly.

12. INVOICING REQUIREMENTS

The County's terms are to pay or reject invoices within 45 days of receipt. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- remit to address
- vendor name
- complete product description as stated on your bid.
- prices per the contract

The original invoice must be sent to: Jasper County Iowa
Highway Department
910 N 11th Ave E
Newton, IA 50208

13. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

- The County may terminate the contract at any time at its sole discretion by delivering 10 days written notice to the Contractor.
- If at any time the Contractor's performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the Contract without notice.

14. APPEALS PROCESS

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Iowa Code or County Ordinances or Policies that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with County Engineer and received in their office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received no later than ten (10) working days after the notice of intent to award is issued.

APPENDIX A

Signature and Authority Affidavit Form

JASPER COUNTY
IOWA

BID #2022-05R
APPENDIX A

NAME OF BIDDER: Mid Country Machinery

FEIN (Federal Employer ID Number) OR Social Security # (if Sole Proprietorship)
39-1891190

Address: 3478 5th Ave S
City: Fort Dodge State: Iowa Zip+4: 50501

Number of years in Business: 25

Bidder Contact:

Name: Jacob Conaway Title: Sales
Phone: () 319-415-4383 Email: jacob@midcountry.com
Fax: ()

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.



Signature

Jacob Conaway
Name (type or print)

Sales
Title

7/28/22
Date

This bidder hereby acknowledges receipt / review of the following addendum(s) (if any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

APPENDIX B

Bid Form

Bid Form

Company Mid Country Machinery

Address 3509 Franklin St. SW Bondurant, IA 50035

Make Kobelco

Model SK300LC-10

Year 2021 Hours 382

Factory Warranty Remaining Yes No

If Yes, Expiration Date 7/27/25 or 4,000 Hours (4 Year, 4,000 HR Warranty Start 7/28/21)

If Yes, Price for Extending Warranty One (1) Additional Year \$ See Below For Options

Total Bid Price (less extended warranty) \$ 228,500

Delivery date Upon Receipt Of Purchase Order

Electronic copy of product literature included? Yes No

Standard and extended warranty information included? Yes No N/A

Required forms included in the submittal? Yes No

Addenda Received

Kobelco SK300LC-10 Extended Warranty Pricing:

	5 YR/4K	5 YR/5K
Extended Base	\$9,826	\$10,130
PT & Hyd.	\$7,673	\$8,054

Brandon Talsma, Chairperson Date _____

Attest: Dennis K Parrott, Auditor Date _____

APPENDIX C
Equipment Specifications

Equipment Specifications

Used track mounted excavator capable of operating the following attachments:

- Side grip pile driver attachment
 - High frequency with fixed eccentric moment
 - Heavy-duty arms/clamps capable of driving steel sheet and H-beam piles up to 50 foot in length
 - Modular fixed jaw
 - Adjustable flow control – tilt and rotate
 - Steel manifold
 - 1.5-inch bottom plate
 - MOVAX Control System (MCS™) or equivalent
 - Manual steer controls
 - Oil flow 62 gpm
 - Single direction flow
 - Net weight 5,280 lbs.
 - Maximum tank pressure 72.5 psi
 - Maximum pressure setting 4,680 psi
 - Frequency 3000 per min
 - Centrifugal force 100 tons
 - 4-inch elastomers
 - Number of elastomers 16
 - Machine height 71 inches
 - Rotation/Tilt angle 360/30
 - Number of eccentrics 4
 - Low ground vibration
 - No resonance-free start/stop
 - Vibration driving method
- Impact hammer attachment
 - Height 13.50 feet
 - Total weight 9,130 lbs.
 - Ram weight 4,000 lbs.
 - Vertical travel 4 feet
 - Three energy settings
 - Three stroke distances
 - Drive cap for H-beam pile
 - Bidirectional hydraulic flow

And meeting the following minimum specifications:

- 2010 or newer 2021
- Less than 5,000 hours 382 Hours
- Hydraulic quick coupler Werk-Brau (Late October Delivery)
- **AUX Hydraulics**
 - Switchable between 1-way and 2-way flow Meet
 - Pressure, Return, and Case Drain lines
- 32-inch pads minimum Meet
- Standard boom Meet
- 10'-6" minimum arm length 10'2"
- Cab Heat and Air Conditioning Meet
- 2 speed tracks Meet
- 247 hp minimum 252HP
- 30-ton minimum operating weight 68,100lbs
- Bucket included 54" Werk-Brau

KOBELCO BUILT LIKE NO OTHER



NEW 4 YEAR/4,000 HOUR KO-PRO+ STANDARD WARRANTY

We build our excavators to such exacting standards, we back them with the strongest warranty in the industry. Any new 2021 model year full-size (SK75 and larger) Tier IV Final heavy excavator product* will come with a new standard full four-year or 4,000-hour KO-PRO+ standard warranty. These models also include four full years of KOMEXS machine monitoring. That's serious protection for nearly every component in your excavator.

- Most comprehensive standard warranty in the industry
- Nationwide dealer network
- Genuine OEM parts

*Does not apply to compact, specialty products, or severe duty applications. Limited standard warranty terms and conditions apply.



PROTECTION BEYOND THE BASE WARRANTY

The KOBELCO Premium Protection Plan (KPPP) allows you to customize coverage to fit your needs and budget. Choose from full extended base coverage or PT+HYD component coverage* for both new and used machines. When you purchase KPPP for your excavator, you're managing the cost of unexpected repairs after the standard warranty period expires. Should you need repairs, you'll deal directly with your nearest KOBELCO dealer to facilitate the repairs quickly using original OEM parts.

- Competitively priced with zero deductible
- Custom quotes for severe duty or specialty applications available
- Fully administered by KOBELCO with genuine OEM parts

*See component coverage listing for all covered items. See terms and conditions for details.



KNOW WHEN YOU NEED SERVICE

Our KOMEXS telematics service provides warning alerts when your machine needs service and offers easy access to all your maintenance history. From anywhere you have internet access, you can see where your machines are located along with work status, total operating hours and fuel consumption. KOMEXS is included for the length of every warranty term on our mid- and full-size excavators, or it's available as a standalone service.

- Receive warning alerts and troubleshoot errors
- View engine hours and plan maintenance
- View GPS location coordinates, work status and more

KOBELCO CONSTRUCTION MACHINERY USA

22340 Merchants Way, Katy, TX 77449

Tel: 281-888-8430 / Fax: 281-506-8713

KOBELCO-USA.com/Excavators

01/2021



KOBELCO

LIMITED STANDARD WARRANTY

United States, U.S. Territories and Canada



KOBELCO CONSTRUCTION MACHINERY USA, INC. (hereinafter referred to as "KCMU") warrants each new 2021 model year full-size (SK75-SK850) Tier IV Final heavy excavator product* to be free from defects in material and workmanship, subject to the conditions and limitations set forth.

*Does not apply to compact (SK17-SK55), specialty products, or severe duty applications. Limited standard warranty terms and conditions apply.

1. Warranty Period

The warranty period is **forty-eight (48) months or four thousand (4000) hours** of operation (whichever occurs first) base machine coverage for a period commencing on the earlier to occur of either: (a) date of delivery to retail purchaser, or (b) date of delivery to first rental, or (c) accrual of 150 demonstration hours on machine hour meter, or (d) 12 months from KCMU invoice date for the machine to the Dealer. KOMEXS telematics (GSM) system access is included for the length of standard warranty for full size models only (SK75-SK850).

2. Warranty Coverage

Within the warranty period, and subject to the limitations set forth in section 3 and 4 below, KCMU will repair or replace at its discretion any part or parts of the warranted machine which are found by KCMU to be defective in material and/or workmanship.

3. Limits of Liability

KCMU shall not be liable for or in respect of:

3.1 Components purchased by KCMU and installed in a machine, beyond or in addition to any warranty provided to KCMU by the manufacturer of such components.

3.2 Repair or replacement of (i) any normal wearing parts such as pins, bushings, undercarriage sprockets, rollers, idlers, track links and pads, light bulbs, batteries, fuses, belts, filters, wiper blades, rubber tracks, ground engaging tools, refrigerant, gaskets and packing; (ii) any components modified or procured locally; and (iii) any consumable items such as oil, grease, and fluids.

3.3 Any costs or expenses connected, contingent or incurred on non-factory installed components.

3.4 Any warranted machine which has been subjected to: a) misuse, improper operation, or misapplication including but not limited to operation beyond rated capacity expressly prohibited in the operator's manual or rated capacity charts furnished with the machine; b) neglect including but not limited to (i) improper maintenance; and (ii) use of the machine while any parts are loose, broken, or out of order; c) accidents or acts of God such as natural disaster, fires, and other disasters caused by human fault or negligence; or d) improper or unauthorized installation, adjustment, repair, or alteration including but not limited to (i) adjustment or assembly procedures not recommended or authorized in the operator's manual; (ii) use of unauthorized parts or attachments; and (iii) unauthorized modification or alteration.

3.5 The defective component(s) or part(s) of the equipment replaced must be made available for return to KCMU and warranty will be subject to analysis of the defective component(s).

3.6 Transportation, loaner, or rental costs unless pre-approved by KCMU via written notification and authorization.

3.7 Standard warranty is not transferable without the expressed written consent of KCMU.

4. Forestry & Special Application Warranty Requirements

4.1 A Forestry & Special Application delivery report form must be submitted to KCMU.

4.2 A certification of the weight of the machine after conversion must be submitted to KCMU.

4.3 Attachments not manufactured by KOBELCO are warranted directly by their manufacturer.

4.4 The following conditions must be met:

- a. Total weight of the machine must be less than 125% of the original weight.
- b. Machine must be enrolled in a hydraulic and engine oil sampling program.

5. Alterations

KCMU reserves the right to make alterations or modifications in their equipment at any time, which in their opinion, may improve the performance and efficiency of the machine. KCMU shall not be obligated to make such alterations or modifications to machines already in service.

KCMU SHALL BE LIABLE ONLY FOR REPAIR OR REPLACEMENT OF PARTS AS DESCRIBED UNDER "WARRANTY COVERAGE". KCMU SHALL NOT BE LIABLE WHETHER UNDER BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY FOR ANY OTHER INJURY, LOSS, DAMAGE, OR EXPENSES, WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFIT, OR PRODUCTION, INCREASED COST OF OPERATION, SPOILAGE OF MATERIAL, OR DAMAGE TO MATERIAL. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED. KCMU ASSUMES NO OTHER OBLIGATION OR RESPONSIBILITY WITH RESPECT TO THE PRODUCTS WHATSOEVER, AND NO EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE OR EXTEND THIS WARRANTY UNLESS IN WRITING AND SIGNED BY AN OFFICER OF KCMU. CUSTOMER IS RESPONSIBLE TO READ AND UNDERSTAND THE OPERATOR'S MANUAL.

Customer Initials: _____ Date: _____ Dealer Initials: _____ Date: _____

FORM 012021

KOBELCO

EXTENDED WARRANTY COVERED COMPONENTS LISTING

FULL MACHINE COVERAGE (EXTENDED-BASE)

Provides coverage for all components covered under the standard base limited machine warranty. See standard base limited machine warranty certificate of coverage for details.

POWERTRAIN + HYDRAULIC COVERAGE

Provides protection for failure of the following Engine and Drive System components:

Accumulator	Engine Intake/Exhaust Gaskets	Hydraulic Hoses & Piping
After-cooler/Intercooler Group	Engine Intake/Exhaust Manifold	Hydraulic Oil Coolers
Air Intake Hose	Engine Internal Components	Hydraulic Pumps
DEF Pump	Engine Mounts & Supports	Hydraulic Relief Valves
DEF Sensor	Engine NOx Sensors	Hydraulic Reservoir
Diesel Exhaust Fluid (DEF) Tank	Engine Oil Cooler	Hydraulic Rotary Joint
Diesel Particulate Filter (DPF)	Engine Oil Pan & Gasket	Hydraulic Valves
Dosing Control Unit (DCU)	Engine Pistons & Rings	Main Control Valve
Electronic Joystick Controls	Engine Rocker Arm Assembly	Oil Filler Tube
Engine Block	Engine Timing Gears	Oil Jet/Connectors
Engine Camshaft	Engine Turbocharger	Oil Lines
Engine Camshaft Bearings	Engine Turbocharger Piping	Pattern Change Valve
Engine Camshaft Drive Gear	Engine Water Piping	Pilot Control System
Engine Connecting Rods & Bearings	Engine Water Pump	Pressure Reducing Valve
Engine Crankcase Ventilation (CCV)	Fan Pumps & Motors	Pressure Sensors/Sending Units
Engine Crankshaft	Filter Housings/Mounts	Radiator
Engine Crankshaft Bearings & Gear	Frame (Lower)	Selective Catalytic Reduction (SCR)
Engine Cylinder Head/Gaskets	Fuel Injection Pump	Solenoid Valves – PSV
Engine Cylinder Liners	Fuel Injector Lines	Swing Bearing
Engine ECU	Fuel Injectors	Swing Motor/Reduction Unit
Engine EGR System Manifold	Fuel Lines	Swivel Joint
Engine EGR Valve	Fuel Transfer Pump	Temp. Sensors/Sending Units
Engine Flywheel Ring Gear	Hydraulic Cylinders	Thermostats
Engine Front Dampener	Hydraulic Flow Divider	Travel Motor/Reduction Unit
Engine Front/Rear Covers & Seals	Hydraulic Holding Valves	



KOBELCO CONSTRUCTION MACHINERY, USA
Form # 72020KPPP

Issued July 1, 2020 – Supersedes all prior

JASPER COUNTY ENGINEER'S OFFICE

910 N 11th Ave E
Newton, Iowa 50208

(641) 792-5862
FAX – (641) 791-7740



Michael J. Frietsch, P.E, FMP
County Engineer
mfrietsch@jasperia.org

July 29, 2022

To: Jasper County Supervisors

From: Michael J. Frietsch, P.E., FMP
County Engineer

Re: Pile Driving Attachments

Dear Supervisors,

The bridge crew drives pile with a 1989 Little Giant crane. Parts are scarce and can require custom fabrication. Also, a specially licensed operator is required. Presently, one person can operate the crane. Further, it takes four (4) days to drive pile for two (2) stub abutments. Given the risks (safety, equipment age, and lack of operator redundancy) with the crane operation and associated pile driving system, and slow production rate, replacement with a hydraulic excavator-based system is warranted. This new system requires no special licensure and could reduce pile driving to one (1) day.

The new system uses a side grip vibratory pile driving attachment and a hydraulic impact hammer attachment. A request for bid proposal for these attachments was sent issued on June 29th, 2022. This request was sent out to Hercules Machinery Corp and International Attachments. One (1) bid was received. That bid was from Hercules Machinery Corp in the amount of \$278,540.

Upon consideration of used excavators large enough to operate these attachments, though small enough to be hauled by in house equipment, the candidates were reviewed by Hercules Machinery Corp, and they recommended a step down on the side grip vibratory pile driving attachment. After accounting for this step down and applying a discount for purchasing the pair of attachments, the total price reduced to \$265,100. This is new price is reflected in the sale agreement.

Purchase of this pile driving attachments is being made with Local Option Sales Tax (LOST) funds. Given the availability of funding, the risks to operations, and potential reduction of bridge construction time, the Jasper County Highway Department recommends approving the sale agreement from Hercules Machinery Corp for a new side grip vibratory pile driving attachment and a hydraulic impact hammer attachment at a total cost of \$265,100.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Frietsch". The signature is written in a cursive, slightly slanted style.

Michael J. Frietsch, P.E., FMP
County Engineer



Hercules Machinery Corporation, LLC

MANUFACTURING THE WORLD'S FINEST PILEDRIVING EQUIPMENT SINCE 1964
5025 NEW HAVEN AVE, FT. WAYNE, IN 46803 USA; TELEPHONE 800-348-1890; FAX 260-422-2040
www.hmc-us.com

SALE AGREEMENT

Sold To Customer:

Jasper County Iowa Engineers
910 N 11th Ave E
Newton, IA 50208

Contact: Michael Frietsch

Phone: 641-841-1187

Fax: "[Fax number]"

Agreement, made on this date of July 28, 2022 by and between **Hercules Machinery Corporation** whose address is 5025 New Haven Avenue, Fort Wayne, Indiana 46803, party of the first part, hereinafter called SELLER, and **Jasper County Iowa Engineers** party of the second part, hereinafter called BUYER.

WITNESSETH: That in consideration of the terms hereinafter provided, SELLER and BUYER agree as follows:

- 1. **EQUIPMENT SOLD:** BUYER hereby purchases from SELLER all Equipment herein named and identified, which throughout this agreement is designated in whole or in part as "Equipment".
- 2. **DESCRIPTION OF EQUIPMENT:**

New Sp-80 Movax Side Grip, Installation, Training, Mounting Bracket, Pins, Sheet/Beam Arms, Manual Steer Controls.	\$173,100.00
New H20 Impact Hammer, H-Pile drive cap, and mounting bracket.	\$92,000.00
(Hoses for installation will need made on site and recommend not including this cost so we do not over charge you)	

Date ordered: August 2, 2022

Purchase Price: \$265,100.00

Freight: Included

Sales Tax: Exempt

Total: \$265,100.00

Purchase Order Number: TBD

3. **PAYMENT OF PURCHASE PRICE:** (Parties to initial the applicable sections of the Agreement). Payment of the Purchase Price shall be made by one of the methods set forth below as agreed upon by the parties:

- a. **Payment Prior to Delivery:** The Buyer shall make payment in full prior to delivery.

X _____
BUYER (initial here)

X _____
SELLER (initial here)



Hercules Machinery Corporation, LLC

MANUFACTURING THE WORLD'S FINEST PILEDRIVING EQUIPMENT SINCE 1964
5025 NEW HAVEN AVE, FT. WAYNE, IN 46803 USA; TELEPHONE 800-348-1890; FAX 260-422-2040
www.hmc-us.com

SALE AGREEMENT

b. Wire Transfer: If HMC (Seller) is paid the total purchase price via Wire Transfer, the transfer of funds shall be made prior to deliver and transferred as follows:

Direct to: Academy Bank
Routing/Transit Number: 107001481
Swift Code: ACAYUS41
Beneficiary Bank (BBK): Academy Bank
1111 Main St
Kansas City, MO 64105 USA
Beneficiary (BNF) Hercules Machinery Corporation, LLC
Account Number: 9203436205

X BUYER (Initial here)

X SELLER (initial here)

c. Payment terms: Payment in full prior to shipping. The machines are in stock and will be ready to ship about one week after purchase.

X BUYER (Initial here)

X SELLER (initial here)

1. Security Interest: The SELLER shall require the BUYER to execute a security agreement giving the SELLER a first secured perfected security interest in the Equipment. BUYER agrees to execute all documents necessary to perfect said security interest and agrees to authorize SELLER to sign all documents, including, but not limited to, UCC-1 Financing Statements, necessary to perfect the security interest.

X BUYER (Initial here)

X SELLER (initial here)

d. Other Payment Terms: The BUYER and SELLER have agreed to the following payment terms: [

- 4. Taxes: In addition to the Purchase Price, BUYER shall pay all applicable sales, excise, VAT or any other tax resulting from this transaction. To the extent SELLER is required by law to collect such taxes, one hundred percent (100%) thereof shall be added to the Purchase Price and paid in full by BUYER.
5. WAIVER OF DEFECTS: BUYER agrees to make a complete inspection within 24 hours after receipt of the Equipment and to make any claims for defects within that 24-hour period. If no claims are so made, BUYER acknowledges the Equipment to be in good, safe and serviceable condition, and fit for its intended uses.
6. WARRANTIES: SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, CONCERNING THE EQUIPMENT. BUYER ACKNOWLEDGES THAT IT HAS RELIED SOLELY ON ITS OWN JUDGMENT AND EXPERTISE IN CHOOSING THE EQUIPMENT FOR ITS PARTICULAR USE. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE EQUIPMENT AS CHOSEN BY BUYER IS FIT FOR BUYER'S PARTICULAR PURPOSE. BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, INCLUDING ATTORNEYS' FEES (INCLUDING APPEALS), FROM ANY LAWSUITS, CAUSES, DAMAGES OR OTHER ACTIONS WHICH MAY ARISE AS A RESULT OF THE IMPROPER USE OF ANY OF THE EQUIPMENT BY BUYER OR THE IMPROPER CHOICE OF EQUIPMENT BY BUYER FOR ITS PARTICULAR PURPOSE.



Hercules Machinery Corporation, LLC

MANUFACTURING THE WORLD'S FINEST PILEDRIVING EQUIPMENT SINCE 1964

5025 NEW HAVEN AVE, FT. WAYNE, IN 46803 USA; TELEPHONE 800-348-1890; FAX 260-422-2040

www.hmc-us.com

SALE AGREEMENT

- 7. **INDEMNITY:** BUYER hereby indemnifies and agrees to hold SELLER harmless from any and all liability and expense arising out of the purchase, ordering, use, condition, or operation of each item of the Equipment, including liability for death or injury to persons, damage to property, and strict liability under the laws or judicial decisions of any state or the United States, and legal expenses, including attorneys' fees (including appeals), regardless of whether BUYER is negligent or otherwise at fault, in defending any claim brought to enforce any such liability or expense.
- 8. **LIMITATION OF LIABILITY:** SELLER shall not be liable for any loss, damage or expense of BUYER or any third party arising directly or indirectly out of the sale or relating to the Equipment. In no event shall SELLER be liable for special, indirect, incidental or consequential damages of any kind or nature or due to any cause. BUYER's sole right and remedy shall be the repair or replacement of any defective component of the Equipment.
- 9. **TERMINATION OF CONTRACT:** Should the BUYER fail to make any payment when due, or become bankrupt, or a receiver or an assignee be appointed for BUYER's business, at any time while BUYER remains indebted to SELLER for any balance owing under this Agreement, SELLER may immediately terminate this Agreement, take possession of the Equipment without becoming liable for trespass, and recover all sums due, full damages for any injury to, and all expenses incurred in repossessing the Equipment.
- 10. **GOVERNING LAW: JURISDICTION:** BUYER agrees that this Agreement, and all documents issued in connection therewith, shall be governed by and interpreted in accordance with the laws of the State of Indiana. BUYER agrees that any appropriate state or federal district court located in the City of Fort Wayne, Allen County, Indiana, shall have exclusive jurisdiction over any case or controversy arising out of, under, or in connection with this Agreement, and any judgment of such court shall be enforceable in any other court having jurisdiction over BUYER. Service of process on BUYER may be made by certified mail, return receipt requested, at the addresses provided for above. By its entrance into this Agreement and the acceptance of the Equipment, BUYER hereby consents to the in personam jurisdiction of the Circuit Court and the Superior Court of Allen County, Indiana, and the United States District Court for the Northern District of Indiana, Fort Wayne Division, and waives any and all defenses or challenges based on any such courts' alleged lack of jurisdiction or venue, including but not limited to, forum non conveniens.
- 11. **TAXES:** BUYER is to pay for any sales, use and property taxes that might apply or be assessed now or later in connection with BUYER's use of this Equipment, whether federal, state or local. If it has tax exempt status, BUYER must submit an exemption certificate along with this signed agreement showing the project description and tax exemption number.
- 12. **ATTORNEYS' FEES:** In the event BUYER breaches this Agreement or any of the covenants contained herein, including BUYER's failure to pay those amounts due under this Agreement, the SELLER may recover from the BUYER its attorneys' fees (including appeals) and other costs of enforcing this Agreement, whether such enforcement is by lawsuit, arbitration, or other means.
- 13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties and supercedes all prior oral or written agreements and understandings with respect to the subject matter of this Agreement. This Agreement shall not be modified except by a writing executed by authorized representatives of both parties.

Hercules Machinery Corporation

BUYER:

Signature

Signature

Print Name:

Print Name: Tyler Morgan

Title: _____ Date: _____

Title: Regional Manager July 28, 2022



**REQUEST FOR BIDS
FOR
ONE (1) SIDE GRIP PILE DRIVER ATTACHMENT
AND
ONE (1) IMPACT HAMMER ATTACHMENT**

Issued by: Jasper County Iowa
Highway Department
910 N 11th Ave E
Newton, IA 50208

PROPOSALS DUE 2:00 PM on Wednesday July 20th, 2022, to:

mfrietsch@jasperia.org

LATE BIDS WILL BE REJECTED

For further information regarding this bid
contact
Michael Frietsch
at
(641) 521-6018

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APPENDIX A – SIGNATURE AND AUTHORITY AFFIDAVIT FORM

APPENDIX B – BID FORM

APPENDIX C – EQUIPMENT SPECIFICATION

1. GENERAL INFORMATION AND SCOPE

Jasper County (County) through its Engineering Department (Engineer) will be accepting bids on or before 2:00 PM Wednesday July 20th, 2022, for supplying one (1) side grip pile driver attachment and one (1) impact hammer attachment for use on a track hydraulic excavator. Hereby referred to as pile driving attachments. Attachments shall meet or exceed the minimum specifications. The Jasper County Board of Supervisors (Board) in consultation with the Jasper County Engineer reserve the right to reject any and all bids, and to accept the bid which, in the opinion of the Board, represents the best interests of the County. Any exceptions to the bid documents must be clearly written and submitted on a separate page from the bid form.

Definitions: The following definitions are used throughout the bid documents:

Bidder/Vendor means a company or individual submitting a bid

Contractor means bidder awarded the contract

Bid Documents – means the cover sheet, index, bid process and procedure information, and attachments

County means the County of Jasper Iowa

Board means the Board of Supervisors duly elected to serve the county

State means the State of Iowa

2. QUESTIONS

Apparent areas of clarification, errors, conflicts, discrepancy, omissions, or other deficiencies present in the bid document shall be brought to the attention of the County Engineer no later than five (5) working days prior to bid opening. Communications shall be submitted in writing via the email address provided on the cover sheet. Verbal communications will not be considered. County Engineer shall respond via written Addendum emailed to the bidders. Bidders shall acknowledge receipt of addendums on the bid form.

3. METHOD OF BID

Bidder must submit pricing and information as requested by the Bid Form. See Appendix B for Bid Form. Prices must be quoted in U.S. Dollars. Bidder must use the included Bid Form. Failure to fully complete the Bid Form will result in a rejected bid.

4. BID SUBMISSION

Bidders must submit in .pdf form, by email, to the County Engineer the completed bid form with addenda and exceptions included as separate pages within a single .pdf. File shall be entitled JsprCo_IA_PileDrivingAttchmntBid_ (bidder name). Bid shall be

submitted on or prior to the date and time set forth on the cover letter. Failure to comply with this deadline will result in a rejected bid.

5. BID RESPONSE REQUIREMENTS

For your bid to be considered, the following information must be provided via email on or before the due date and time listed on the cover page:

- Addendum Cover (Signature) Page(s), if applicable to this bid request
- Signature and Authority Affidavit Form, Appendix A
- Bid Form, Appendix B
- Complete specifications and descriptive brochure or detail for the product(s) bid
- Manufacturer's/Bidder's warranty information

The Signature and Authority Affidavit submitted with the bid proposal must be signed by the person in the Contractor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide this forms/information with your bid submittal may disqualify your bid.

6. METHOD OF AWARD

Award(s) shall be made based on the lowest total cost from a responsive, responsible bidder who meets specifications. Further, equipment lead times will be considered when making this award. Award will be made by board action at the regularly scheduled August 2nd, 2022, meeting. Successful bidder shall be notified of award in writing via email after approval by the Board.

7. BIDDER/CONTRACTOR QUALIFICATIONS

To be eligible for a contract award, you must be qualified and able to provide the following:

- Bidder must be an original manufacturer, or distributor and/or dealer/company authorized by manufacturer.

8. SPECIFICATIONS

Adequate detailed specifications of the product(s) offered must be included with your bid to establish equivalency and to ensure that the product being bid meets all specifications. Failure to provide product specifications and information may disqualify your bid. The County shall be the sole judge of equivalency and acceptability. Any attachments, documents, price lists, etc. to support your bid, must include the bid number. Bid specifications may not be revised without an official written addendum issued by the County Engineer. See Appendix C for detailed technical specifications.

9. DELIVERY

Delivery of pile driving attachments shall occur on or before August 1st, 2023. Please indicate on the Bid Forms your estimated delivery date. Bids with a delivery date after August 1st, 2023, will be rejected.

10. F.O.B. DESTINATION FREIGHT INCLUDED

Delivery of pile driving attachments will be made by the successful bidder to the Jasper County Highway Department yard. Bid prices shall include all transportation, insurance charges and installation/operation manuals. After the pile driving attachments are delivered to the Jasper County Highway Department yard, one (1) day of onsite operator training shall be provided.

11. SUBCONTRACTING OR THIRD-PARTY PAYMENTS

Subcontracting shall be pre-approved upon award by the County before any work begins. Subcontractors must abide by all terms and conditions of the contract. The prime supplier shall be responsible for all subcontractor(s) work and payment. The County will not pay any subcontractor or third parties directly.

12. INVOICING REQUIREMENTS

The County's terms are to pay or reject invoices within 45 days of receipt. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- remit to address
- vendor name
- complete product description as stated on your bid.
- prices per the contract

The original invoice must be sent to: Jasper County Iowa
Highway Department
910 N 11th Ave E
Newton, IA 50208

13. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

- The County may terminate the contract at any time at its sole discretion by delivering 10 days written notice to the Contractor.
- If at any time the Contractor's performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the Contract without notice.

14. APPEALS PROCESS

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Iowa Code or County Ordinances or Policies that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with County Engineer and received in their office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received no later than ten (10) working days after the notice of intent to award is issued.

APPENDIX A
Signature and Authority Affidavit Form

JASPER COUNTY
IOWA

BID #2022-04
APPENDIX A

NAME OF BIDDER: Hercules Machinery Corporation

FEIN (Federal Employer ID Number) OR Social Security # (if Sole Proprietorship)
35-1095415

Address: 5025 New Haven Ave
City: Fort Wayne State: IN Zip+4: 46803

Number of years in Business: 58

Bidder Contact:

Name: TYLER MORGAN Title: Regional Manager
Phone: (606) 424-0405 Email: TMorgan@HMC-US.COM
Fax: (606) 424-0405

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Tyler Morgan
Signature

Regional Manager
Title

Tyler Morgan
Name (type or print)

June 30, 2022
Date

This bidder hereby acknowledges receipt / review of the following addendum(s) (if any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

APPENDIX B
Bid Form

Bid Form

Company Hercules Machinery Corp.

Address 5025 New Haven Ave, Fort Wayne, IN, 46803

Make and Model of Side Grip Pile Driver Attachment Mnvax SP-100

Side Grip New or Remanufactured? New

Make and Model of Impact Hammer Attachment HMC H20

Impact Hammer New or Remanufactured? New

Delivery date August 22, 2022

Bid price for One (1) Side Grip Pile Driver Attachment \$ 184,040.00

Bid price for One (1) Impact Hammer Attachment \$ 94,500.00

Will your company honor this price through **August 2023**? Yes No

If No, Projected Annual Cost Increase \$ _____

An electronic copy of product literature included? Yes No

An electronic copy of warranty information included? Yes No

Required forms included in the submittal? Yes No

Addenda Received _____

Brandon Talsma, Chairperson

Date

Attest: _____
Dennis K Parrott, Auditor

Date

APPENDIX C
Equipment Specifications

Equipment Specifications

New or remanufactured side grip pile driver, meeting the following:

- High frequency with fixed eccentric moment
- Heavy-duty arms/clamps capable of driving steel sheet and H-beam piles up to 50 foot in length
- Modular fixed jaw
- Adjustable flow control – tilt and rotate
- Steel manifold
- 1.5-inch bottom plate
- MOVAX Control System (MCS™) or equivalent
- Manual steer controls
- Oil flow 62 gpm
- Net weight 5,280 lbs.
- Maximum tank pressure 72.5 psi
- Maximum pressure setting 4,680 psi
- Frequency 3000 per min
- Centrifugal force 100 tons
- 4-inch elastomers
- Number of elastomers 16
- Machine height 71 inches
- Rotation/Tilt angle 360/30
- Number of eccentrics 4
- Low ground vibration
- No resonance-free start/stop
- Vibration driving method
- Mounting bracket to match excavator
- Standard warranty
- Installation and training included

New or remanufactured impact hammer, meeting the following:

- Hydraulic excavator mounted impact-type hammer
- Mounting bracket to match excavator
- Height 13.50 feet
- Total weight 9,130 lbs.
- Ram weight 4,000 lbs.
- Vertical travel 4 feet
- Three energy settings

**JASPER COUNTY
IOWA**

**BID #2022-04
APPENDIX C**

- Three stroke distances
- Drive cap for H-beam pile
- Paired with side grip pile driver to prove out pile bearing
- Standard warranty
- Installation and training included



Hercules Machinery Corporation

MANUFACTURING THE WORLD'S FINEST PILEDRIVING EQUIPMENT SINCE 1964

5025 NEW HAVEN AVE, FT. WAYNE, IN 46803 USA; TELEPHONE 800-348-1890; FAX 260-422-2040

www.hmc-us.com

July 6, 2022

Jasper County

Sp-100 Movax Side Grip Quote

- **New Sp-100**
 - **HMC Manual Steer Controls**
 - **Mounting Bracket w/Pins**
 - **Installation**
 - **Training**
 - **Freight**
 - **Sheet/Beam Arms**
 - **6 Month Warranty**
-
- **Total \$184,040.00**

Tyler Morgan



Hercules Machinery Corp.

5025 New Haven Ave

Fort Wayne, IN 46803

Regional Manager

800-348-1890 Ext. 321 Office

260-422-2040 Fax

260-469-3621 Direct Line

260-409-6810 Cell

TMorgan@hmc-us.com

www.HMC-US.com

SIDE GRIP PILE DRIVERS

SP-100

FEATURES

- Designed to match the capabilities of larger excavators and to combine a robust structure with excellent pile handling characteristics.
- High frequency pile driver with fixed eccentric moment.
- Fitted with heavy-duty arms/clamps capable of driving a wide range of piles including sheet piles, H-piles, tubular steel piles and other pile sections.
- The unit is always equipped with one of the standard arm/clamp systems and the bottom clamp. Customised arms and clamps are available upon special request.
- Controlled with the MOVAX Control System (MCS™).
- Available with the MOVAX Information Management System (MIMS™).



TECHNICAL DATA

Weight (excl. adapter)	lbs	5,280
Height	in	87
Depth	in	48
Width	in	44
Excavator class	t	30-50
Engine power, min	hp	247
Return pressure, max	psi	72,5
Pressure setting	psi	4,680
Frequency	1/min	3000
Centrifugal force, max	ton	100
Ground vibration		low
Resonance-free start/stop		no
Driving method		vibration
Swing/tilt angle	°	360 / ± 30

SUITABLE PILES

TYPES AND DIMENSIONS

Sheet piles	width	12"-48"
	depth	12"
H-beams	size	10"-14"
Timber piles	size	14" butt
Tubular piles, tubes	size	13" OD



LENGTH & WEIGHT

- 20' x 6000 lbs
- 40' x 4000 lbs
- 50' x 3000 lbs



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www.hmc-us.com

July 6, 2022

Jasper County

HMC H20 Impact Hammer

- **New HMC H20 Impact Hammer**
 - **Mounting Bracket w/Pins**
 - **Installation**
 - **Training**
 - **Freight**
 - **Drive Cap**
 - **6 Month Warranty**
-
- **Total \$94,500.00**

Tyler Morgan



Hercules Machinery Corp.

5025 New Haven Ave

Fort Wayne, IN 46803

Regional Manager

800-348-1890 Ext. 321 Office

260-422-2040 Fax

260-469-3621 Direct Line

260-409-6810 Cell

TMorgan@hmc-us.com

www.HMC-US.com

H2O

HMC-US.COM

HEIGHT
Support

HAMMER
9,130 LBS. Total weight

4' OF VERTICAL
TRAVEL

RAM WEIGHT
4,000 LBS.

3', 4', 5' STROKE

12,000
16,000 ⚡
20,000
Foot pounds of energy

NO ADD ON CONTROLS



H-Beam Pile



Sheet Pile



Pipe Pile



Timber Pile



Hercules Machinery Corporation
Manufacturers and Supplier of Foundation Equipment

Call Toll Free // 800.348.1890

HMC-US.COM



Made in the USA

HERCULES HYDRAULIC HAMMER

www.hmc-us.com

H2O

Stroke (feet)	Energy (ft-lbs)	Pile Set (Blows Per Inch)									
		1	2	3	4	5	6	7	8	9	10
FHWA Gates Formula (Tons) = $1/2(1.75*(E)^{1/2}*\text{Log}(10N)-100)$											
3.0	12000	46	75	92	104	113	120	127	132	137	142
4.00	16000	61	94	113	127	138	147	154	161	166	171
5.00	20000	74	111	133	148	160	170	178	185	192	197

** HMC has no preference for this pile bearing formula over any other**

CAUTION: Driving at ten blows per inch is considered practical refusal. Driving in excess of ten blows per inch for more than six inches of driving, or driving in excess of 20 blows per inch at all is considered improper use and will void the hammer warranty.

HERCULES H2O

- Excavator mounted impact piling hammer
- Economical
- Simple to operate
- Three energy settings to suit multiple pile driving requirements
- 4 Ft. of Vertical travel
- Utilized to drive sheet pile, H-pile, Pipe pile and Timber pile in difficult soil conditions
- Paired with Sonic SideGrip® to complete pile installation after reaching refusal on when bearing is required

Be flexible and quicker on the job site with the new Hercules Hydraulic Hammer (H2O). The H2O is excavator mounted saving time and money versus bringing in a crane. Excavator operators find the H2O easier to maneuver for low head room or working in confined spaces. Start your pile with precision using the Sonic SideGrip® and quickly finish with the Hercules Hydraulic Hammer with a quick five minute switch. Use the H2O to prove bearing for bridges or when there isn't accessibility for a crane.

Discover how the H2O can transform your business. Call us today to find out how you can order an H2O.



Hercules Machinery Corporation
 Manufacturer and Supplier of Foundation Equipment

5025 New Haven Ave., Fort Wayne, IN 46803
 TF: 800-348-1890 | Fax: 260-422-2040
 Web: www.hmc-us.com

PILE BEARING CHART

H20

RAM WEIGHT= 4000 Lbs

PILE SET (Blows per Inch)

RAM STROKE	HAMMER ENERGY																				
(feet)	(ft-lbs)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Ultimate Bearing (tons) = 1/2(1.75*(E)^{1/2}*Log(10N)-100) <i>Indiana, Ohio</i>																					
3.00	12000	46	75	92	104	113	120	127	132	137	142	146	149	153	156	159	161	164	166	168	171
4.00	16000	61	94	113	127	138	147	154	161	166	171	176	180	184	188	191	194	197	200	202	205
5.00	20000	74	111	133	148	160	170	178	185	192	197	203	207	212	216	219	223	226	229	232	235
ENR (tons) = 2E/[2000(S+0.1)] where E = Hammer energy (ft lb) and S = Pile set (inches per blow)																					
3.00	12000	11	20	28	34	40	45	49	53	57	60	63	65	68	70	72	74	76	77	79	80
4.00	16000	15	27	37	46	53	60	66	71	76	80	84	87	90	93	96	98	101	103	105	107
5.00	20000	18	33	46	57	67	75	82	89	95	100	105	109	113	117	120	123	126	129	131	133
WSDOT (tons) = F*E*Ln(10N) F=1.6 Steel Pile (STEEL PILE) <i>Illinois</i>																					
3.00	12000	44	58	65	71	75	79	82	84	86	88	90	92	93	95	96	97	99	100	101	102
4.00	16000	59	77	87	94	100	105	109	112	115	118	120	123	125	127	128	130	131	133	134	136
5.00	20000	74	96	109	118	125	131	136	140	144	147	150	153	156	158	160	162	164	166	168	170
Modified Gates (tons) = (.875xE^{1/2} x log(10/s))-50 <i>Wisconsin</i>																					
3.00	12000	46	75	92	104	113	120	127	132	137	142	146	149	153	156	159	161	164	166	168	171
4.00	16000	61	94	113	127	138	147	154	161	166	171	176	180	184	188	191	194	197	200	202	205
5.00	20000	74	111	133	148	160	170	178	185	192	197	203	207	212	216	219	223	226	229	232	235

* HMC has no preference for this formula over any other*

CAUTION: Driving at ten blows per inch is considered practice refusal. Driving in excess of ten blows per inch for more than 6 inches of driving or driving in excess of 20 blows per inch at all is considered improper use and will void the hammer warranty.

Lifting Pawl Position Top 3' = 12,000 ft. lbs. Middle 4' = 16,000 ft. lbs. Bottom 5' = 20,000 ft. lbs.

Hercules Machinery Corp. (HMC) Sonic SideGrip® Limited Warranty

Hercules Machinery Corp. (HMC) warrants new products sold by it to be free from defects in material and workmanship for a period of 90 days if used in conjunction with a manual steer system or 6 months if used in conjunction with an Auto Steer system, beginning on the day after installation is completed by HMC, AND the operator is certified by HMC. Said Limited Warranty is issued to the first user and subject to the following conditions:

The Sonic SideGrip® is considered specialty equipment. Only certified operators shall operate the vibratory driver. An authorized HMC representative will provide “certified training”.

This Warranty will be null and void if a non-certified operator is discovered operating Sonic SideGrip® vibratory drivers.

Moreover, because the Sonic SideGrip® is specialty equipment, an HMC employee must perform the installation. If the equipment is installed by an individual or entity other than HMC, the Warranty shall be null and void.

The customer has the following responsibilities when operating the Sonic SideGrip®. Failure to comply with the responsibilities set forth herein will render the Warranty null and void.

The excavator used in conjunction with the Sonic SideGrip® must have an auxiliary circuit at the end of the stick. The hydraulic oil must be tested for dirt and impurities and replaced if necessary. All of the pins and bushing on the excavator must be tight and in good working condition. The flow and pressure must be set prior to installation of the Sonic SideGrip®. Pressure and flow for the different models are listed below.

RELIEF

Return Line

<u>MODEL</u>	<u>FLOW/PRESSURE</u>	<u>PRESSURE</u>	<u>Pressure</u>
SP-40	32gpm @ 4000psi	4300psi	75psi
SP-50	40gpm @ 4000psi	4300psi	75psi
SP-60	47gpm @ 4000psi	4300psi	75psi
SP-80	56gpm @ 4500psi		4680psi
75psi			
SP-100	60gpm @ 4500psi	4680psi	75psi

The foregoing excavator hydraulic pressures must be maintained. It is the customer's responsibility to ensure the hydraulic pressures are checked and maintained on a regular basis. HMC shall not be responsible for damage caused by a customer's failure to maintain appropriate pressures or the operation of the Sonic SideGrip® with inappropriate pressures on auxiliary equipment.

HMC's obligation and liability under this warranty is expressly limited to repairing or replacing, at HMC's option, any parts, which appear to HMC upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the user at the business establishment of HMC during regular working hours.

It shall be the Buyers' responsibility to return any defective part to HMC within fourteen (14) days of the date on which the replacement part is received or HMC shall have no further obligation under the warranty claim at issue.

This warranty shall not apply to component parts of accessories of products not manufactured by HMC and which carry the warranty of the manufacturer thereof or to normal maintenance parts.

Replacement or repair parts installed in the product covered by this warranty are warranted only for the remainder of the warranty as if such parts were original components of said product.

HMC's obligation under this warranty shall not include any transportation charges, costs of installation, duty, taxes or any other charges whatsoever, or any liability for direct, indirect, incidental, or consequential damage or delay.

Any improper use, including, but not limited to, operation after customer discovered or should have discovered the existence of defective or worn parts, operation beyond rated capacity, substitution of parts not approved by HMC or any alteration or repair by others in such manner which in HMC's judgment affects the product materially and adversely **SHALL VOID THE WARRANTY.**

For vibratory drivers, driving when penetration is less than 1" per minute is considered practical refusal. Driving when penetration is less than 1" per minute for more than 5 minutes of driving or driving at all when penetration is less than 1" per minute and amplitude is greater than 1" (vibrator and pile are bouncing) is considered improper use and will **VOID** the vibrator warranty.

Prior to installation of the **Sonic SideGrip®** on a used excavator a current hydraulic fluid oil sample must be obtained from excavator and certified by an authorized facility.

HMC may collect excavator hydraulic fluid oil samples on warranty claims.

The **Sonic SideGrip®** vibratory driver is designed to operate at a max of 3000 cycles per min. exceeding this frequency will result in premature gear and bearing failure. Due to the limitations in the hydraulic system of your excavator, we are unable to limit the flow of oil to the **Sonic SideGrip®** under a no load, or free hanging condition. To do so would reduce performance under normal driving conditions.

In order to attain max driving performance your machine has been set to provide max flow at max pressure. Under no load conditions, this results in the need to reduce the throttle setting of the excavator. Your operator has been instructed at what max throttle setting to operate the **Sonic SideGrip®** under no load or light driving conditions. Failure to do so could result in damage to the **Sonic SideGrip®** that will not be covered under warranty. Gear and bearing failure due to over-speed conditions is readily apparent on inspection. It is possible your local excavator dealer can adjust and or provide flow restrictors that could reduce the possibility of over-speed under no load or light driving conditions. It is required that you confirm this information with your current and prospective operators.

HMC makes no other warranty, expresses or implied, and makes no warranty of merchantability or fitness for any particular purpose. Buyer acknowledges that it has relied solely on its judgment and expertise in choosing the equipment for its particular use.

No employee or representative is authorized to change this warranty unless such change is made in writing and signed by an officer of HMC.

HMC cannot be held responsible for any guarantees to the performance without accurate soil boring with “blow count per foot” ratings included in the soils boring reports, and HMC cannot be held responsible for unknown conditions that may be discovered under the soil.

HMC cannot be held responsible for all sheet pile styles and types, as some A-Z and other sheeting have a history of tight fitting joints (inter locks) and in the past has caused some difficulty in driving to grade with hammers spec'd for those jobs.



Dennis Parrott
County Auditor
Jasper County
101 1st Street N Room 202
Newton, IA 50208

Delivered Electronically

Dear Auditor Parrott,

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

PFM Group Consulting LLC, in conjunction with Jasper County's financial advisor, PFM Financial Advisors LLC (collectively PFM), proposes to assist the County with its filings and reporting under the American Rescue Plan Act (ARPA).

To assist the County, PFM would provide the following assistance:

1. Advise on the statutory eligibility and submission requirements and Treasury Department final rules and regulations. This would include reviewing County documentation and draft submissions as well as additional communication with the Federal government.
2. Advise on potential uses of ARPA funds, including whether uses align with federal funds and general budgeting best practices. This can also include information on promising uses that have been developed in other local governments in Iowa or elsewhere in the U.S.
3. Advise on the statutory and Treasury Department final rules related to expenditure reporting. PFM will also review County documentation and draft submissions for Federal reporting purposes and also advise on additional communication with the Federal government.

The PFM project team for this analysis will be led by PFM Group Consulting Director Randall Bauer. Randall joined PFM in 2005, is based in PFM's Des Moines office, and has managed multiple projects with local governments, including a multi-year financial plan for the City of Kansas City, Missouri; analysis of the performance of economic development incentives for the cities of Cleveland, Ohio; and St. Louis, Missouri. Most recently, he did a financial analysis of a plan to bring EMS services back into city government for Davenport, Iowa. Prior to joining PFM, Randall was Budget Director for the State of Iowa.

The project team will also include Senior Managing Consultant Deanna Kimball. Deanna regularly supervises the development and assessment of PFM and client financial projection models, including most recently a 10-year financial model for the City of Palm Beach Gardens, Florida and Prince William County, Virginia. Deanna is also one of PFM Group Consulting's subject matter experts related to ARPA funds. Prior to joining PFM, she was a business analyst for the University of Pennsylvania and the Ohio Office of Budget and Management.

Deanna and Randall will be assisted by budget analysts and other professionals from PFM.

PFM would propose to bill the project on an hourly basis, with a project cap of \$25,000. It is notable that for many projects, the project cap is not reached. The previously referenced project for Davenport, Iowa had a project cap of \$30,000, and PFM's total billing to the City for the project was \$9,590.

PFM would use the following rates, which the standard rates used by PFM Group Consulting:



Managing Director:	\$300/hour
Director:	275/hour
Senior Managing Consultant:	250/hour
Senior Analyst:	225/hour
Analyst:	200/hour
Research Assistant:	125/hour

In addition to fees for services, PFM would propose to be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, including travel, meals, and lodging costs which are incurred by PFM. Given Jasper County's proximity to the PFM Des Moines office, it is likely that the only out-of-pocket expenses would be for mileage reimbursement.

As always, your satisfaction is of paramount importance to PFM. If you have questions or comments or would like to discuss alternate terms and conditions, please contact us.

Sincerely,

PFM GROUP CONSULTING

Randall Bauer
Director

Approved August _____, 2022

Brandon Talsma, Chairman
Jasper County Board of Supervisors

Attest: _____
Dennis K. Parrott, Auditor

Tuesday July 26, 2022, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter, and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples and seconded by Carpenter to set a Public Hearing for the proposed Jasper County Hazard Mitigation Plan for August 16, 2022, at 9:30 a.m. in the Board of Supervisors Room of the Jasper County Courthouse.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the purchase of furniture from Forbes Office Solutions in the amount of \$13,183.70, for the Recorder's Office move to the former Treasurer's Office on the first floor.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve the Sheriff's appointments of Leon Spataru and Ben Bailey to the position of Deputy Sheriff.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-61 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>
Community Development	Office Coordinator	Shelby Hobbs	\$18.45	Year 3 Rate AFSCME Contract	08/01/2022

YEA: CARPENTER, CUPPLES, TALSMA

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

Motion by Carpenter and seconded by Cupples to adopt Resolution 22-62 to participate in the SS4A Grant Application to develop actions plans for all 99 counties.

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples and seconded by Carpenter to approve the termination of a business property lease for 114 W 4th St S, Newton, Iowa 50208.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the Treasurer's Semi-Annual Report for the period beginning 01/01/2022 and ending 06/30/2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors Minutes for July 19, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

There were no Board appointments.

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, July 26, 2022, meeting of the Jasper County Board of Supervisors.

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman