

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

November 22, 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** **Engineer – Mike Frietsch**
- a) **Public Hearing** for Liberty Ave Phase 1 – Site Improvements Preliminary Plans
 - b) Bids – Liberty Ave Yard - Earthwork
 - c) Front Office Re-Organization
 - d) Resolution to Vacate Ivory St (from N 51st Ave E to North Skunk River)
- Item 2** **Sheriff – John Halferty**
- a) Appointment for Deputy Kyle Latendre
- Item 3** **Resolution Approving Transfer Order #1485**
- Item 4** **Resolution Approving Transfer Order #1486**
- Item 5** **Resolution Approving Transfer Order #1487**
- Item 6** **Approval of Claims Paid through November 22, 2022**
- Item 7** **Approval of Board of Supervisors Minutes for November 15, 2022**
- Item 8** **Board Appointments**

PUBLIC INPUT & COMMENTS

ADDENDUM NO. 1
JASPER COUNTY
PROPOSED SECONDARY ROADS LIBERTY
AVENUE YARD PHASE 1 SITE EARTHWORK

THIS ADDENDUM SHALL BE CONSIDERED A PART OF THE BID DOCUMENTS AND SELECT PROJECT PLANS ISSUED ON FRIDAY, NOVEMBER 4TH, 2022. THIS ADDENDUM IS BEING ISSUED TO THE PLAN HOLDERS ON RECORD AS OF TUESDAY, NOVEMBER 8TH, 2022. INFORMATION PROVIDED HEREIN SHALL GOVERN AND TAKE PRECEDENCE OVER THE BID DOCUMENTS AND SELECT PROJECT PLANS. FAILURE TO ACKNOWLEDGE THIS ADDENDUM ON THE SIGNATURE AND AUTHORITY AFFIDAVIT FORM WILL RESULT IN THE REJECTION OF THE BID.

Cover Sheet

- Replace "PROPOSALS DUE 2:00 PM ON Wednesday November 16th, 2022" with "PROPOSALS DUE 2:00 PM ON Thursday November 17th, 2022"

Table of Contents

- Add APPENDIX E – DRAFT CONTRACT

Section 1 – General Information

- First paragraph, replace "2:00 PM Wednesday November 16th, 2022" with "2:00 PM Thursday November 17th, 2022"

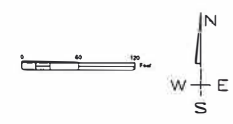
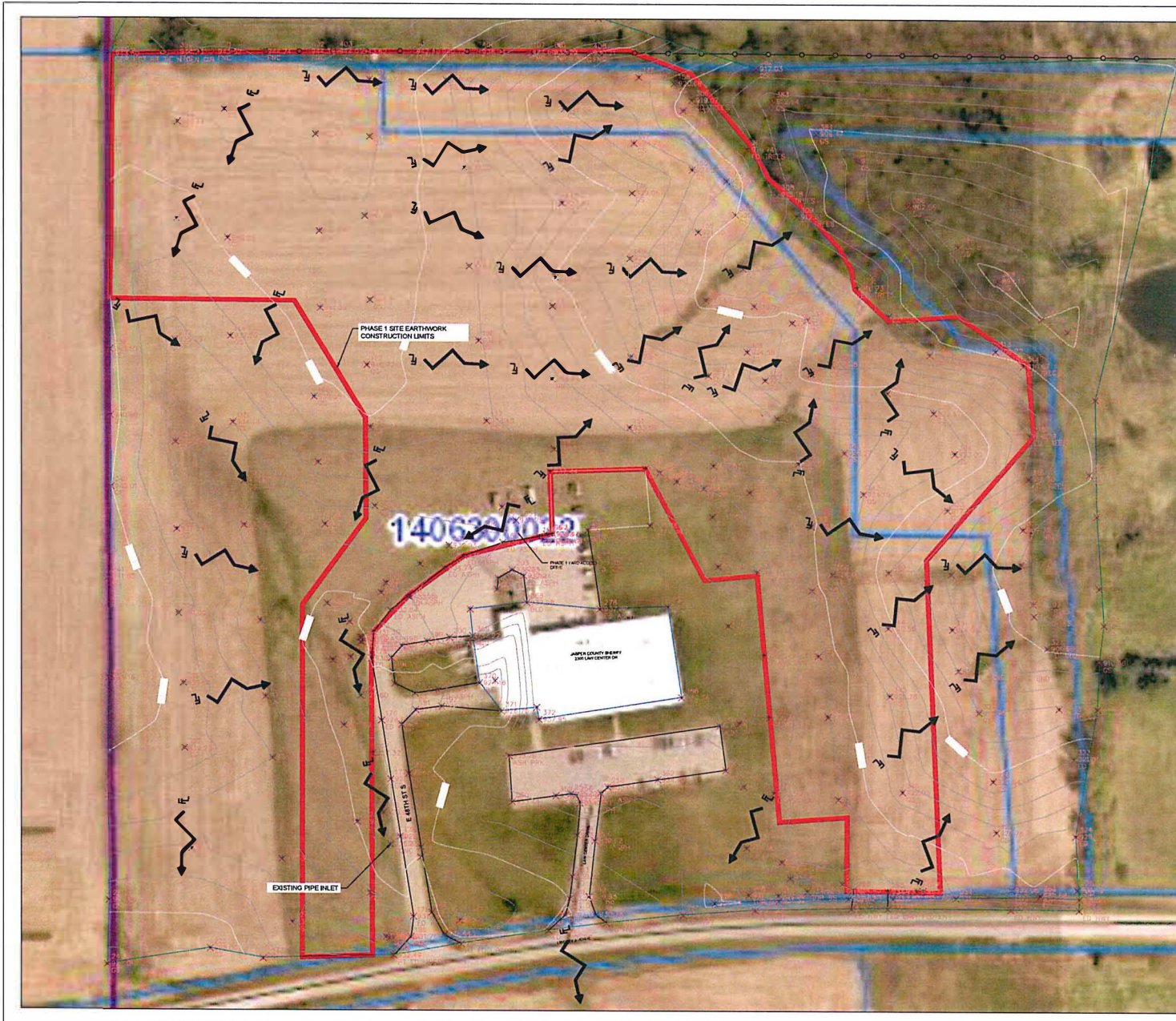
Section 8 – Bid Response Requirements

- First paragraph, replace "following information must be provided via email" with "following information must be provided with sealed bid".

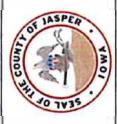
Section 9 – Method of Award

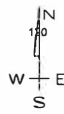
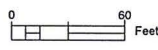
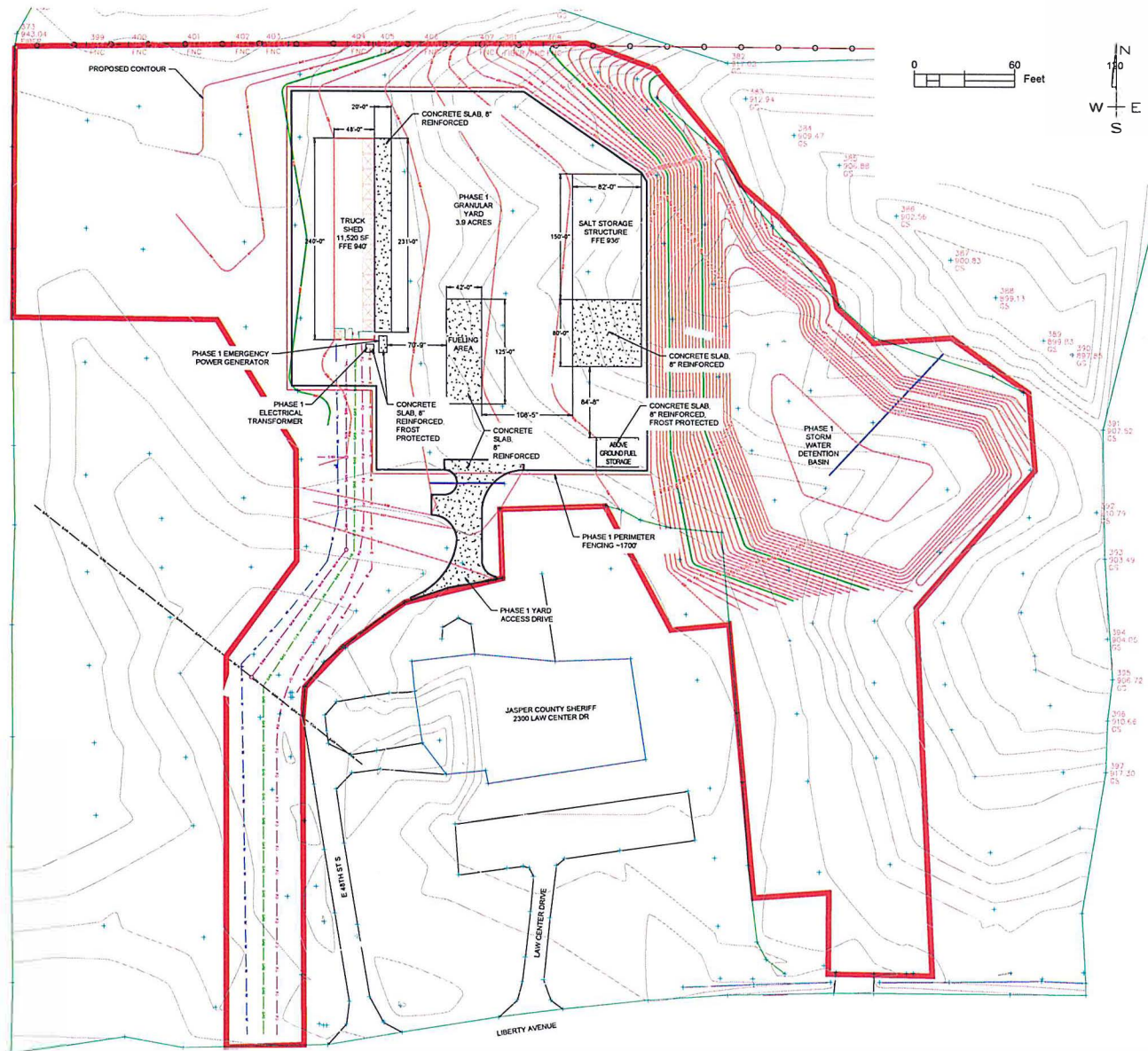
- Add to the end of the first paragraph the following "After which time the successful bidder is expected to execute a contract for the work. Draft version of the contract is included in Appendix E."


END ADDENDUM NO. 1

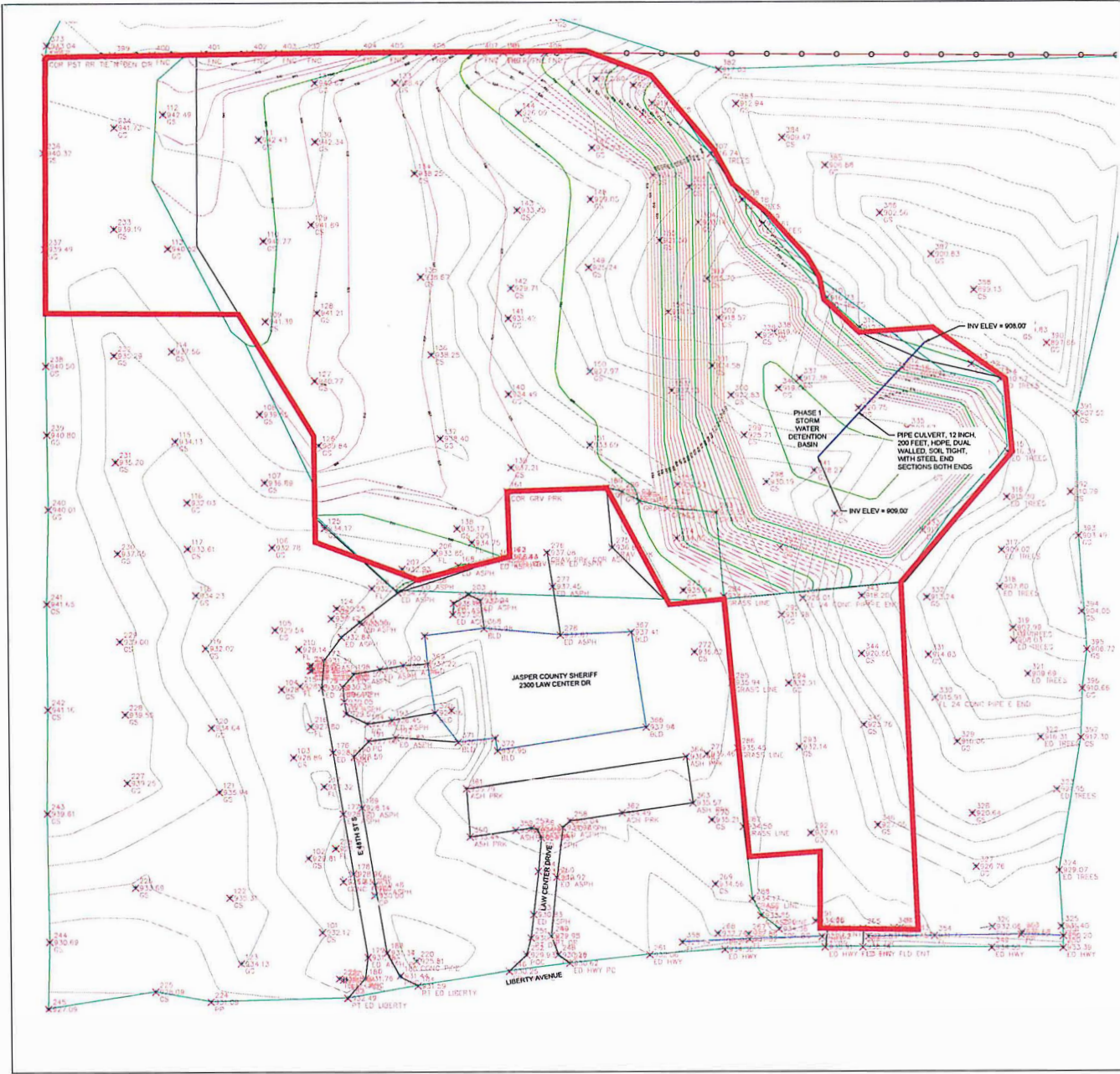



| | | | | | |
|--------------|-------------|--|--|--|-----------|
| REVISIONS | Approved | | | Designed MJF | 11/2022 |
| | Description | | | Drawn MJF | |
| Date | | | | Checked | |
| File No | | | | PHASE 1 EXISTING SITE PLAN LIBERTY AVENUE YARD | |
| Drawing No. | | | | JASPER COUNTY IOWA SECONDARY ROADS DEPARTMENT | |
| Sheet 4 of 8 | | | | Approved | Date |
| | | | | Title | Job Class |

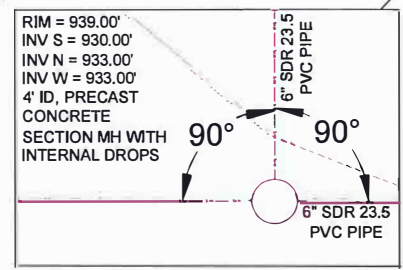
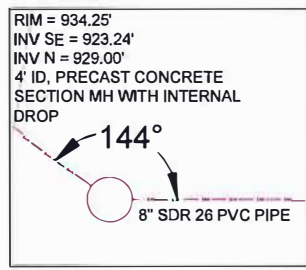
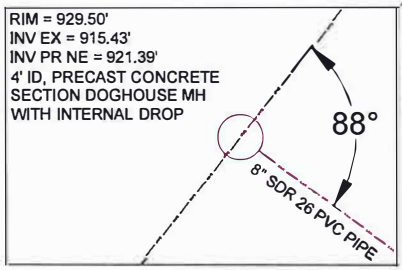
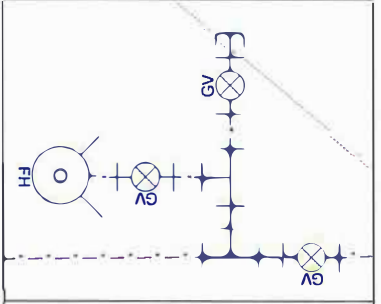
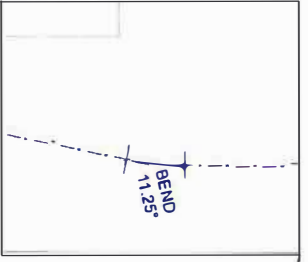
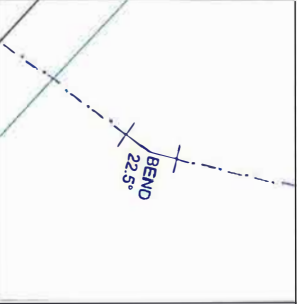
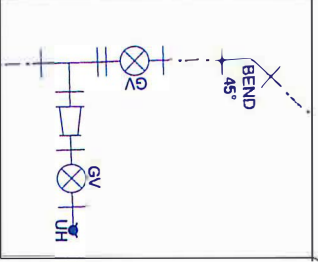
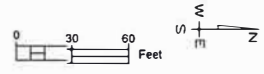
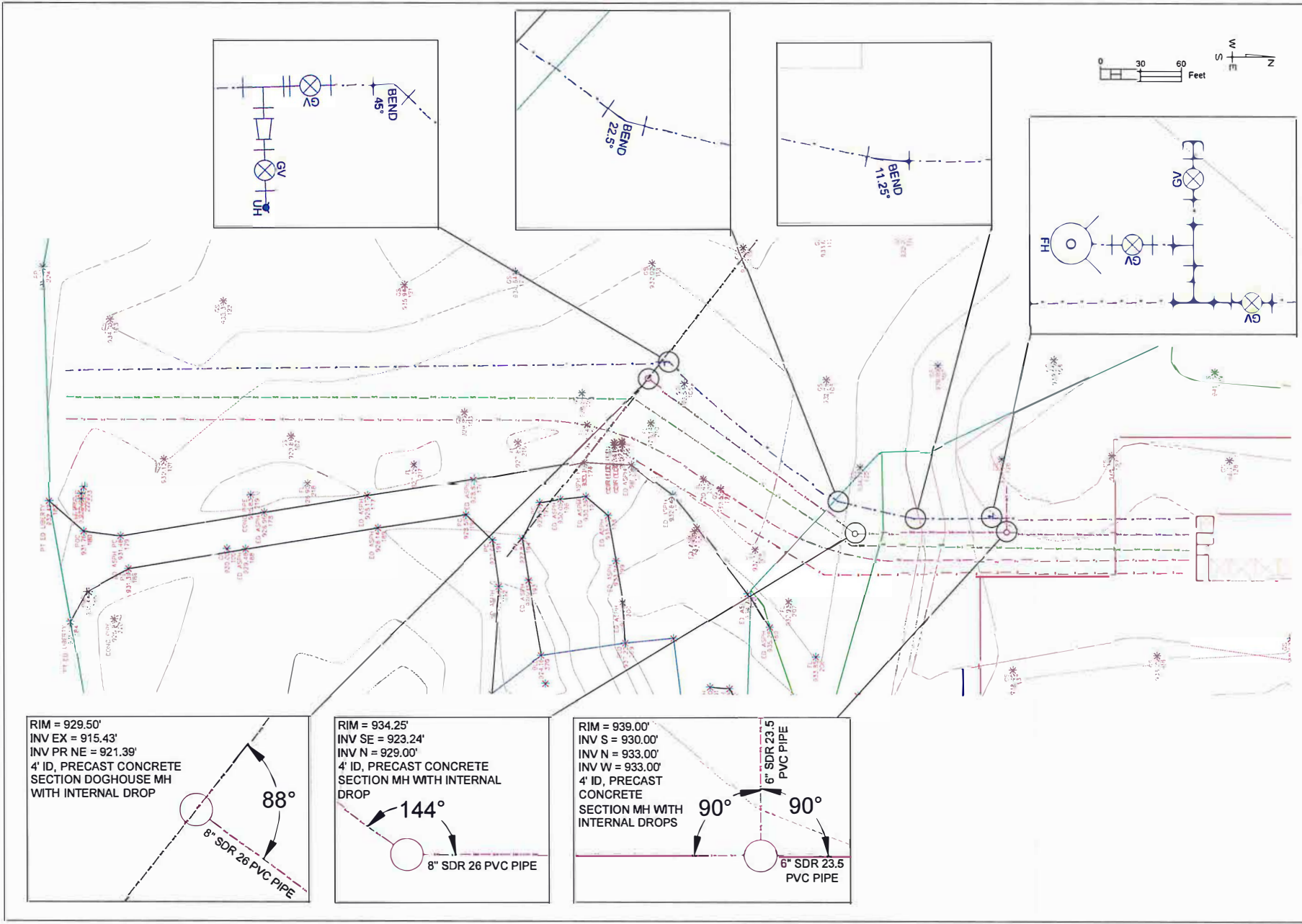




| | | |
|---|-------------|--------------|
| REVISIONS | Date | 11/2022 |
| | Description | Designed MJF |
| | Approved | Drawn MJF |
| Title | | Checked |
| Approved | | Date |
| Title | | Job Class |
|  | | |
| PHASE 1 PROPOSED SITE PLAN LIBERTY AVENUE YARD JASPER COUNTY IOWA SECONDARY ROADS DEPARTMENT | | |
| File No. | *DWC | |
| Drawing No. | 104 | |
| Sheet 5 of 8 | | |



| | |
|---|--|
| PHASE 1 PROPOSED SUBGRADE LIBERTY AVENUE YARD | Designed M/JF 11/2022 Drawn M/JF Checked _____ |
| | Approved _____ Date _____ Title _____ Job Class _____ |
| JASPER COUNTY IOWA SECONDARY ROADS DEPARTMENT | |
|  | |
| REVISIONS Description _____ Date _____ | Approved _____ |
| File No. _____ | |
| Drawing No. 105 | |
| Sheet 6 of 8 | |



Designed M.J.F. 11/2022
 Drawn M.J.F.
 Checked

PHASE 1 SITE UTILITY PLAN
 LIBERTY AVENUE YARD
 JASPER COUNTY IOWA
 SECONDARY ROADS DEPARTMENT

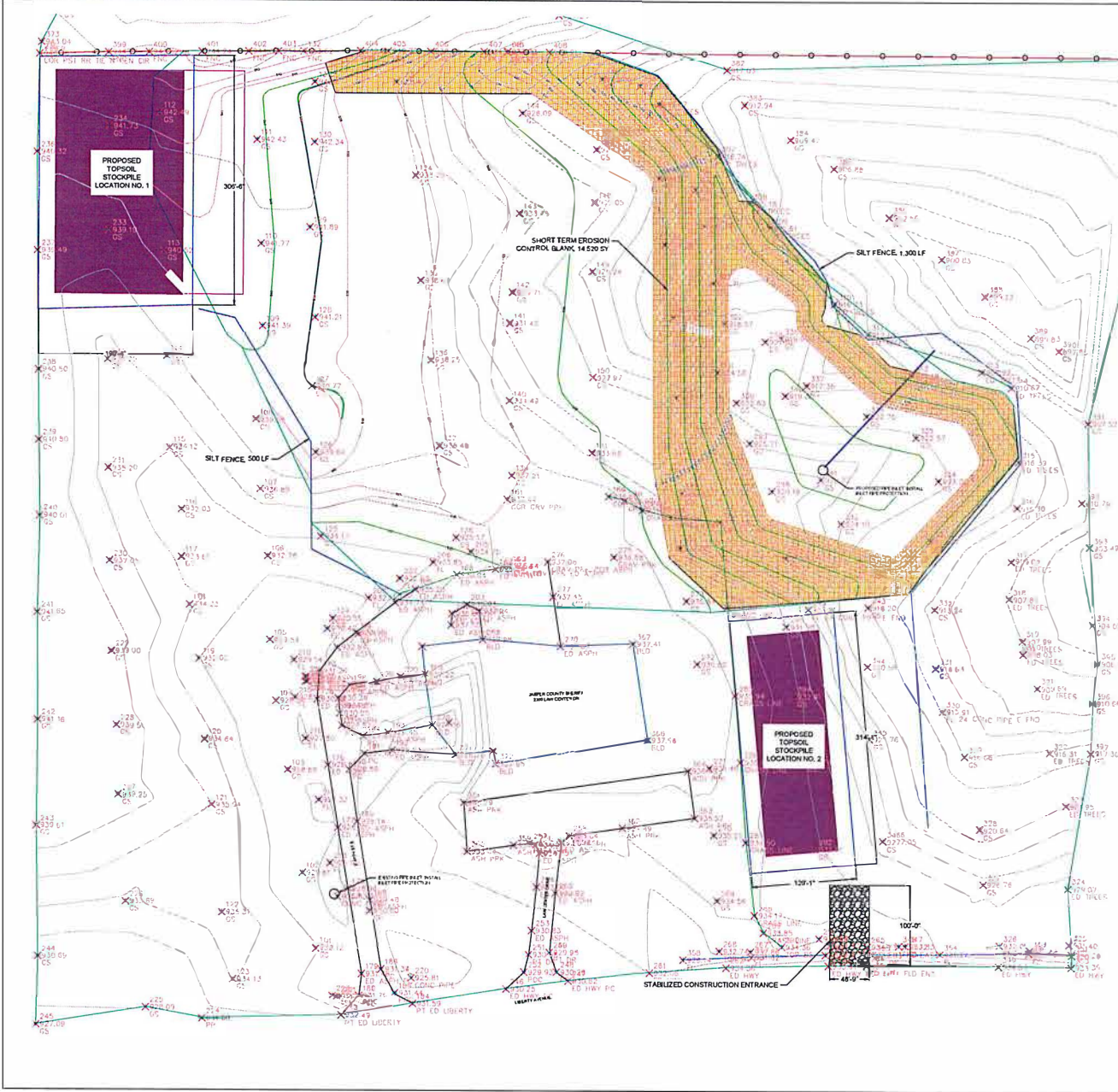


| REVISIONS | Date | Description | Appr'd |
|-----------|------|-------------|--------|
| | | | |
| | | | |

File No. 106
 Drawing No. 106
 Sheet 7 of 8

Date
 Job Class

Appr'd
 Title



| | |
|--|-------------|
| DESIGNED MUF | 11/2022 |
| | Drawn MUF |
| CHECKED | |
| | |
| PHASE 1 EROSION CONTROL PLAN LIBERTY AVENUE YARD | |
| Approved _____ Title _____ JASPER COUNTY IOWA SECONDARY ROADS DEPARTMENT | |
| | |
| REVISIONS | Approved |
| Date | Description |
| File No. | |
| Drawing No. | 107 |
| Sheet | B of B |



BID TABULATION

PROPOSED SECONDARY ROADS LIBERTY AVENUE YARD PHASE 1 SITE EARTHWORK

BIDS RECEIVED 2:00 PM NOVEMBER 17, 2022

| | | | | | Bidder No. 1 | | Bidder No. 2 | | Bidder No. 3 | | Bidder No. 4 | |
|--|------|--------|---------------|---------------|--|--------------|-------------------------------------|---------------|------------------------------------|---------------|-------------------------------|---------------|
| | | | | | McAninch Corporation Des Moines, IA | | Elder Corporation Des Moines, IA | | Wenthold Excavating Elkhart, IA | | Boomerang Corp Anamosa, IA | |
| Sealed Bid (Y/N) | | | | | Y | | Y | | Y | | Y | |
| Bid Security Equal to 5% of the Bid Amount (Y/N) | | | | | Y | | Y | | Y | | Y | |
| Signature and Authority Affidavit Form (Y/N) | | | | | Y | | Y | | Y | | Y | |
| Addenda Acknowledged on Signature Form (Y/N) | | | | | Y | | Y | | Y | | Y | |
| Bid Form (Y/N) | | | | | Y | | Y | | Y | | Y | |
| Product Data Sheets Provided (Y/N) | | | | | Y | | Y | | Y | | N | |
| Engineers Opinion of Cost | | | | | | | | | | | | |
| Item | Unit | Qty. | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| Topsoil Stripping and Stockpiling On-Site | CY | 18,000 | \$ 4.00 | \$ 72,000.00 | \$ 1.82 | \$ 32,760.00 | \$ 2.40 | \$ 43,200.00 | \$ 3.75 | \$ 67,500.00 | \$ 3.00 | \$ 54,000.00 |
| Class 10 Excavation, Subgrade Preparation | CY | 39,000 | \$ 6.00 | \$ 234,000.00 | \$ 2.25 | \$ 87,750.00 | \$ 3.70 | \$ 144,300.00 | \$ 4.25 | \$ 165,750.00 | \$ 5.00 | \$ 195,000.00 |
| Short Term Erosion Control Blanket | SY | 14,520 | \$ 1.00 | \$ 14,520.00 | \$ 1.38 | \$ 20,037.60 | \$ 1.40 | \$ 20,328.00 | \$ 1.55 | \$ 22,506.00 | \$ 1.00 | \$ 14,520.00 |
| Silt Fence | LF | 1,800 | \$ 2.00 | \$ 3,600.00 | \$ 1.89 | \$ 3,402.00 | \$ 1.95 | \$ 3,510.00 | \$ 2.15 | \$ 3,870.00 | \$ 2.50 | \$ 4,500.00 |
| Inlet Protection Device | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | \$ 204.00 | \$ 408.00 | \$ 225.00 | \$ 450.00 | \$ 230.00 | \$ 460.00 | \$ 160.00 | \$ 320.00 |
| Stabilized Construction Entrance | SY | 542 | \$ 10.00 | \$ 5,420.00 | \$ 12.77 | \$ 6,921.34 | \$ 24.00 | \$ 13,008.00 | \$ 20.00 | \$ 10,840.00 | \$ 10.00 | \$ 5,420.00 |
| Topsoil Stockpile Erosion Control | EA | 2 | \$ 5,000.00 | \$ 10,000.00 | \$ 4,080.00 | \$ 8,160.00 | \$ 4,250.00 | \$ 8,500.00 | \$ 4,600.00 | \$ 9,200.00 | \$ 1,500.00 | \$ 3,000.00 |
| Pipe Culvert, Trenched | LF | 200 | \$ 50.00 | \$ 10,000.00 | \$ 51.09 | \$ 10,218.00 | \$ 86.00 | \$ 17,200.00 | \$ 40.00 | \$ 8,000.00 | \$ 60.00 | \$ 12,000.00 |
| Pipe Culvert Apron | EA | 2 | \$ 2,500.00 | \$ 5,000.00 | \$ 1,498.44 | \$ 2,996.88 | \$ 850.00 | \$ 1,700.00 | \$ 1,500.00 | \$ 3,000.00 | \$ 400.00 | \$ 800.00 |
| Construction Layout | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 3,570.00 | \$ 3,570.00 | \$ 2,700.00 | \$ 2,700.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 4,000.00 | \$ 4,000.00 |
| Mobilization/ Demobilization | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 9,567.18 | \$ 9,567.18 | \$ 21,400.00 | \$ 21,400.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 30,000.00 | \$ 30,000.00 |
| Total Unit Price Bid | | | \$ 386,540.00 | | \$ 185,791.00 | | \$ 276,296.00 | | \$ 306,626.00 | | \$ 323,560.00 | |

BID TABULATION

PROPOSED SECONDARY ROADS LIBERTY AVENUE YARD PHASE 1 SITE EARTHWORK

BIDS RECEIVED 2:00 PM NOVEMBER 17, 2022



| | | | Bidder No. 5 | | Bidder No. 6 | | Bidder No. 7 | | Bidder No. 8 | | | |
|--|------|--------|---------------------------------------|---------------|--------------------------------|---------------|---|---------------|--|---------------|---------------|---------------|
| | | | Concrete Professionals Altoona, IA | | Iowa Earth Works Huxley, IA | | Peterson Contractors, Inc Reinbeck, IA | | Miller Trucking & Excavating Silvis, IL | | | |
| Sealed Bid (Y/N) | | | Y | | Y | | Y | | Y | | | |
| Bid Security Equal to 5% of the Bid Amount (Y/N) | | | Y | | Y | | Y | | Y | | | |
| Signature and Authority Affidavit Form (Y/N) | | | Y | | Y | | Y | | Y | | | |
| Addenda Acknowledged on Signature Form (Y/N) | | | Y | | Y | | Y | | Y | | | |
| Bid Form (Y/N) | | | Y | | Y | | Y | | Y | | | |
| Product Data Sheets Provided (Y/N) | | | Y | | N | | N | | N | | | |
| | | | Engineers Opinion of Cost | | | | | | | | | |
| Item | Unit | Qty. | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| Topsoil Stripping and Stockpiling On-Site | CY | 18,000 | \$ 4.00 | \$ 72,000.00 | \$ 3.72 | \$ 66,960.00 | \$ 8.00 | \$ 144,000.00 | \$ 6.50 | \$ 117,000.00 | \$ 5.00 | \$ 90,000.00 |
| Class 10 Excavation, Subgrade Preparation | CY | 39,000 | \$ 6.00 | \$ 234,000.00 | \$ 5.17 | \$ 201,630.00 | \$ 5.00 | \$ 195,000.00 | \$ 5.75 | \$ 224,250.00 | \$ 8.00 | \$ 312,000.00 |
| Short Term Erosion Control Blanket | SY | 14,520 | \$ 1.00 | \$ 14,520.00 | \$ 1.50 | \$ 21,780.00 | \$ 1.25 | \$ 18,150.00 | \$ 1.75 | \$ 25,410.00 | \$ 1.50 | \$ 21,780.00 |
| Silt Fence | LF | 1,800 | \$ 2.00 | \$ 3,600.00 | \$ 2.00 | \$ 3,600.00 | \$ 2.00 | \$ 3,600.00 | \$ 2.25 | \$ 4,050.00 | \$ 2.25 | \$ 4,050.00 |
| Inlet Protection Device | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | \$ 220.00 | \$ 440.00 | \$ 500.00 | \$ 1,000.00 | \$ 300.00 | \$ 600.00 | \$ 300.00 | \$ 600.00 |
| Stabilized Construction Entrance | SY | 542 | \$ 10.00 | \$ 5,420.00 | \$ 14.50 | \$ 7,859.00 | \$ 20.00 | \$ 10,840.00 | \$ 25.00 | \$ 13,550.00 | \$ 25.00 | \$ 13,550.00 |
| Topsoil Stockpile Erosion Control | EA | 2 | \$ 5,000.00 | \$ 10,000.00 | \$ 4,400.00 | \$ 8,800.00 | \$ 1,500.00 | \$ 3,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 10,000.00 |
| Pipe Culvert, Trenched | LF | 200 | \$ 50.00 | \$ 10,000.00 | \$ 41.55 | \$ 8,310.00 | \$ 100.00 | \$ 20,000.00 | \$ 40.00 | \$ 8,000.00 | \$ 60.00 | \$ 12,000.00 |
| Pipe Culvert Apron | EA | 2 | \$ 2,500.00 | \$ 5,000.00 | \$ 1,100.00 | \$ 2,200.00 | \$ 500.00 | \$ 1,000.00 | \$ 1,500.00 | \$ 3,000.00 | \$ 1,800.00 | \$ 3,600.00 |
| Construction Layout | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 2,750.00 | \$ 2,750.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 7,500.00 | \$ 7,500.00 |
| Mobilization/ Demobilization | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 27,300.00 | \$ 27,300.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 44,500.00 | \$ 44,500.00 | \$ 40,000.00 | \$ 40,000.00 |
| Total Unit Price Bid | | | \$ 386,540.00 | | \$ 351,629.00 | | \$ 429,090.00 | | \$ 456,360.00 | | \$ 515,080.00 | |

BID TABULATION

PROPOSED SECONDARY ROADS LIBERTY AVENUE YARD PHASE 1 SITE EARTHWORK

BIDS RECEIVED 2:00 PM NOVEMBER 17, 2022



| | | | | | Bidder No. 9 | |
|---|------|--------|--------------|----------------------|--|----------------------|
| | | | | | Con-Struct, Inc Marshalltown, IA | |
| | | | | | Sealed Bid (Y/N) | |
| | | | | | Y | |
| | | | | | Bid Security Equal to 5% of the Bid Amount (Y/N) | |
| | | | | | Y | |
| | | | | | Signature and Authority Affidavit Form (Y/N) | |
| | | | | | Y | |
| | | | | | Addenda Acknowledged on Signature Form (Y/N) | |
| | | | | | Y | |
| | | | | | Bid Form (Y/N) | |
| | | | | | Y | |
| | | | | | Product Data Sheets Provided (Y/N) | |
| | | | | | Y | |
| Engineers Opinion of Cost | | | | | | |
| Item | Unit | Qty. | Unit Price | Total Price | Unit Price | Total Price |
| Topsoil Stripping and Stockpiling On-Site | CY | 18,000 | \$ 4.00 | \$ 72,000.00 | \$ 6.00 | \$ 108,000.00 |
| Class 10 Excavation, Subgrade Preparation | CY | 39,000 | \$ 6.00 | \$ 234,000.00 | \$ 8.00 | \$ 312,000.00 |
| Short Term Erosion Control Blanket | SY | 14,520 | \$ 1.00 | \$ 14,520.00 | \$ 1.50 | \$ 21,780.00 |
| Silt Fence | LF | 1,800 | \$ 2.00 | \$ 3,600.00 | \$ 2.05 | \$ 3,690.00 |
| Inlet Protection Device | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | \$ 220.00 | \$ 440.00 |
| Stabilized Construction Entrance | SY | 542 | \$ 10.00 | \$ 5,420.00 | \$ 15.00 | \$ 8,130.00 |
| Topsoil Stockpile Erosion Control | EA | 2 | \$ 5,000.00 | \$ 10,000.00 | \$ 4,400.00 | \$ 8,800.00 |
| Pipe Culvert, Trenched | LF | 200 | \$ 50.00 | \$ 10,000.00 | \$ 75.00 | \$ 15,000.00 |
| Pipe Culvert Apron | EA | 2 | \$ 2,500.00 | \$ 5,000.00 | \$ 800.00 | \$ 1,600.00 |
| Construction Layout | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| Mobilization/Demobilization | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 40,000.00 | \$ 40,000.00 |
| Total Unit Price Bid | | | | \$ 386,540.00 | | \$ 525,440.00 |

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Jasper County Iowa (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. **Secondary Roads Liberty Avenue Yard Phase 1 Site Earthwork** which includes **stripping and stockpiling topsoil onsite, Class 10 excavation for subgrade preparation, providing, installing, and maintaining various erosion and sediment control measures, and associated construction layout and mobilization and demobilization for Phase 1 of the proposed Liberty Avenue Secondary Roads Yard in Jasper County.**
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **along Liberty Avenue north of the existing Jasper County Sheriff's building located at 2300 Law Center Drive.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Request for Bids
 - 3. Existing Site Plan
 - 4. Proposed Subgrade Plan
 - 5. Erosion Control Plan
 - 6. Addenda.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Change Orders

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Michael J. Frietsch, PE, FMP Jasper County Engineer**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **April 14, 2023** and completed and ready for final payment on or before **May 1, 2023**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$1000** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

| Item No. | Description | Unit | Estimated Quantity | Unit Price | Extended Price |
|--|---|------|--------------------|------------|----------------|
| 1 | Topsoil Stripping and Stockpiling On-Site | CY | 18,000 | | |
| 2 | Class 10 Excavation, Subgrade Preparation | CY | 39,000 | | |
| 3 | Short Term Erosion Control Blanket | SY | 14,520 | | |
| 4 | Silt Fence | LF | 1,800 | | |
| 5 | Inlet Protection Device | EA | 2 | | |
| 6 | Stabilized Construction Entrance | SY | 542 | | |
| 7 | Topsoil Stockpile Erosion Control | EA | 2 | | |
| 8 | Pipe Culvert, Trenched | LF | 200 | | |
| 9 | Pipe Culvert, Apron | EA | 2 | | |
| 10 | Construction Layout | LS | 1 | | |
| 11 | Mobilization/Demobilization | LS | 1 | | |
| Total of all extended prices for Estimated Quantities of Work | | | | | \$ |

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual

quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish a certificate of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

| | |
|---|-------------------|
| State: | <u>Statutory</u> |
| Employer's Liability: | |
| Bodily Injury, each Accident | \$ <u>500,000</u> |
| Bodily Injury By Disease, each Employee | \$ <u>500,000</u> |
| Bodily Injury/Disease Aggregate | \$ <u>500,000</u> |

- b. Commercial General Liability:

| | |
|---|---------------------|
| General Aggregate | \$ <u>2,000,000</u> |
| Products - Completed Operations Aggregate | \$ <u>2,000,000</u> |
| Personal and Advertising Injury | \$ <u>1,000,000</u> |
| Each Occurrence (Bodily Injury and Property Damage) | \$ <u>1,000,000</u> |

- c. Automobile Liability herein:

| | |
|------------------|----------|
| Bodily Injury: | |
| Each Person | \$ _____ |
| Each Accident | \$ _____ |
| Property Damage: | |
| Each Accident | \$ _____ |

| | |
|--------------------------------------|--------------|
| Combined Single Limit of: | \$ 1,000,000 |
| d. Excess or Umbrella Liability: | |
| Per Occurrence | \$ _____ |
| General Aggregate | \$ _____ |
| e. Contractor's Pollution Liability: | |
| Each Occurrence | \$ _____ |
| General Aggregate | \$ _____ |

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Contractor is responsible for the selection and performance of subcontractors and suppliers.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and

approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall proceed to mediation.

12.02 Mediation

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- B. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- D. If the parties do not resolve a dispute through mediation, dispute resolution shall proceed to litigation in Jasper County, Iowa.

12.03 Arbitration

- A. If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- B. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- C. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- D. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- E. Consolidation or Joinder
 - 1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
 - 2. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
 - 3. The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

12.04 The provisions of this Article 12 shall survive the termination of this Agreement.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 10% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in

writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise

imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Resolution No. _____

**RESOLUTION
VACATING A PORTION OF
JASPER COUNTY PUBLIC ROADWAY**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law,-- reserving however all of such area for general public utility usage and that easement access rights shall be granted to all existing utilities on said described road vacation to allow access to their current facilities, now and in the future, for maintenance, repair patrol, operation, and reconstruction of said facilities.

FURTHER RESOLVED that by Iowa Code 306.11 which states" If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners, a hearing is not required". Hence a public hearing was not held since the described portions of the roadway do not deny access to the road by adjoining landowners.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

That portion of Ivory Street located in Section 15, Township 80 North, Range 18 West of the 5th P.M., Jasper County, Iowa, described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 15;
thence on an assumed bearing South along the east line of said Northwest Quarter of the Northwest Quarter to the present southerly right-of-way line of North 51st Avenue East and to the point of beginning;
thence South along said east line to the Southeast Corner of said Northwest Quarter of the Northwest Quarter;
thence West along the south line of said Northwest Quarter of the Northwest Quarter to the Southwest Corner of said Northwest Quarter of the Northwest Quarter;
thence South along the west line of the Northwest Quarter to the Southwest Corner of said Northwest Quarter;
thence South 375 feet along the west line of the Southwest Quarter to the center of the North Skunk river and to the point of terminus.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only.

The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this 22nd day of November 2022.

Doug Cupples
Chairman Board of Supervisors

Brandon Talsma
Board of Supervisors

Dennis Carpenter
Board of Supervisors

ATTEST:

Dennis Parrott
County Auditor

CERTIFICATE OF APPOINTMENT OF DEPUTY OR ASSISTANT

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Kyle Letendre as Deputy Sheriff for a period of 3 years, from November 14, 2022, and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff.

This commission expires December 31, 2024 unless sooner revoked, or when said Deputy Sheriff ceases to perform above named duties.

Given under my hand this 14th day of November, 2022.

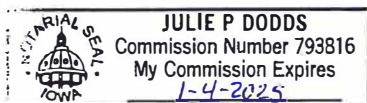
John R. Halferty
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

I, Kyle Letendre, having been appointed Deputy Sheriff of Jasper County, under John R. Halferty, Sheriff of said County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of Deputy Sheriff as now or hereafter by law.

Kyle Letendre

Subscribed and sworn to before me, this 14th day of November, 2022.



Julie P. Dodds
Notary Public State of Iowa

Above appointment approved by the Board of Supervisors of Jasper County, this _____ day of _____, 20____ by resolution, Minute Book _____, Page _____.

Chairperson, Board of Supervisors

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$24,966.50

Newton, Iowa, November 22, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Twenty four thousand nine hundred sixty six dollars and 50/100***

From: 0802- Amended
JC 28E Subfund

To: 2015 (2007) TPI Refunded

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

By Order of Board of Supervisors.

Supervisor

Attest

Teresa Anselmi

Auditor/Designee

NO. 1485

This transfer will cover the following bond:
\$4,825,000 bonds dated 11-1-2001 for the TPI/Opus Economic Development Grant.

Resolution _____

STATE OF IOWA
Jasper County

TRANSFER ORDER

\$8,971.44

Newton, Iowa, November 22, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Eight thousand nine hundred seventy one dollars and 44/100***

From: 2011 - (2012A) Debt

To: 2013 - (2012C) Debt

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

By Order of Board of Supervisors.

Supervisor

Attest

Teresa Amador

Auditor/Designee

NO. 1486

2011 - (2012A) Debt (Retired)

2013 - (2012C) Debt

| | |
|-----------|-----------------|
| \$ | 8,971.44 |
| \$ | - |
| \$ | - |
| <u>\$</u> | <u>8,971.44</u> |

The remainder of the 2012A LEC debt service fund is being transferred to the existing 2012C debt service fund.

Resolution _____

STATE OF IOWA
Jasper County

}

TRANSFER ORDER

\$40,661.48

Newton, Iowa, November 22, 2022

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer forty thousand six hundred sixty one dollars 48/100***

From: 0001 - General Fund

To: 2080 - (2021) Solar Project

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

By Order of Board of Supervisors.

Supervisor

Attest

NO. 1487

Teresa Howard

Auditor/Designee

This transfer will cover the Solar Project Lease Payment.

Tuesday, November 15, 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 amend the agenda to include the consideration of a bill for groundwork on the County Farm.

YEA: CARPENTER, CUPPLES, TALSMA

A discussion was had on the Courthouse concrete improvements. The Board would like to proceed by budgeting money each year to gradually work on the project.

Building and Grounds Director, Adam Sparks, presented quotes for the purchase of a new generator at the Law Enforcement Center, and they are as follows:

| | | | |
|-------------------------|--------------|-------------------------|--------------------|
| Cummins Sales & Service | \$165,940.00 | Alternate 3: \$1,750.00 | Total \$167,690.00 |
| Kohler Power Systems | \$143,716.17 | Alternate 3: \$1,757.50 | Total \$145,473.67 |
| Ziegler | \$202,976.00 | Alternate 3: \$3,500.00 | Total \$206,476.00 |

Motion by Cupples and seconded by Carpenter to purchase the generator for the Law Enforcement Center from Kohler Power System for \$145,473.67.

YEA: CARPENTER, CUPPLES, TALSMA

Sparks said that there was only one bid for the installation of the generator and that was from Van Maanen Electric in the amount of \$157,600.

Motion by Cupples and seconded by Carpenter to approve hiring Van Maanen Electric to install the generator at the Law Enforcement Center for \$157,600.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to dissolve the temporary part-time Advanced Life Support Deputy or Reserve Deputy positions.

YEA: CARPENTER, CUPPLES, TALSMA

Permanent positions have been approved.

Motion by Cupples and seconded by Carpenter to approve the recommended Family Farm Credit Allowance for 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the recommended Disallowances for Family Farm Credit for 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-86 for Transfer Order #1483 transferring \$2,042,455.14 from the Local Option Sales Tax Services Fund to the General Basic Fund 50%, \$1,021,227.57 & the Rural Services Basic Fund 50% \$1,021,227.57.

YEA: CARPENTER, CUPPLES, 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 adopt Resolution 22-87 for Transfer Order #1484 transferring \$493,600 from the Rural Services Fund to the Secondary Roads Fund to purchase a pile driver and excavator.

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

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to fill the upcoming Auditor vacancy by appointment.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors Minutes for November 8, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

There were no Board appointments.

Motion by Cupples and seconded by Carpenter to approve payment in the amount of \$6,523.25 for dirt work on the County Farm.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, November 15, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman