

# Jasper County, Iowa Board of Supervisors

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

Denny Stevenson

Doug Cupples

Brandon Talsma

**June 20, 2023**

9:30 a.m.

[www.jasperia.org](http://www.jasperia.org)

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

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

## Pledge of Allegiance



- Item 1 Building and Grounds – Adam Sparks**
  - a) Administration Window Replacement
- Item 2 IT – Ryan Eaton**
  - a) Storage Area Network 5-year Refresh
- Item 3 Engineer – Mike Frietsch**
  - a) Corrected HSIP Funding Agreement with Iowa DOT for F-48 W HMA Resurfacing Project
  - b) Addendum to the Funding Agreement for Project No. STP-S-C050(131)—5E-50
  - c) Standard Professional Service Agreement with Snyder & Associates for the Second Phase of the F-48 W HMA Resurfacing Project
  - d) Resolution to Reclassify a Portion of W 124<sup>th</sup> St N from Level B to Level C
  - e) Purchase Agreement with Gregg Young for 2024 Chevrolet Silverado 3500HD
- Item 4 2023/2024 Certification Wages effective July 1, 2023**
- Item 5 Approval of a Temporary 14-day Liquor License**
  - a) For Sassy Lemonade Slushes July 27, 2023 – August 9, 2023
- Item 6 Approval of Claims paid through June 20, 2023**
- Item 7 Approval of Board of Supervisors Minutes for June 13, 2023**

## PUBLIC INPUT & COMMENTS

**After Regular Meeting:  
Work Session**

Breiholz

DOCUMENT 00 41 00

**BID FORM  
FOR CONSTRUCTION CONTRACT  
JASPER COUNTY  
ADMINISTRATION WINDOW REPLACEMENT  
315 W 3<sup>rd</sup> STREET NORTH  
NEWTON, IOWA 50208**

BIDS RECEIVED: JUNE 13, 2023  
TO: Kaela Shoemaker  
kshoemaker@bbsae.com  
515-365-8219

**ACKNOWLEDGEMENT:**

In response to your Invitation for Bids for construction of the above project and in compliance with the Contract Requirements, the undersigned proposes to furnish all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to perform the work to complete construction of the Jasper County Admin Window Replacement in strict accordance with the Project Manual and the Drawings dated May 23, 2023, including addenda as noted below, prepared by Brooks Borg Skiles, Architecture Engineering, LLP (BBS Architects | Engineers) for the prices stated below.

Bidder acknowledges receipt of the following Addenda, which are a part of the Bidding Documents and for which any effect on cost of the Work is included in the bid amounts indicated:

Number None \_\_\_\_\_  
Dated: \_\_\_\_\_

Amounts shall be indicated in both words and figures. In case of discrepancy, the amount indicted in words shall govern.

**BASE BID:**

Base Bid Total Thirty Five Thousand, Eight Hundred Dollars (\$) 35,800.00

**SCHEDULE:**

It is estimated that work can commence by: 09/04/2023 (mm/dd/yyyy).

and be completed by: 10/20/2023 (mm/dd/yyyy).

(Note: Not a bid award determining factor.)

**CONTRACT COMPLETION:**

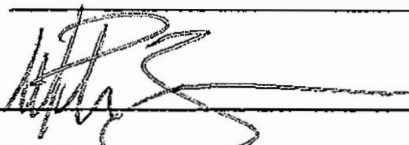
In submitting this Bid the Bidder agrees to the following:

Bidder has familiarized him/herself with the Project Manual and Drawings and agrees, if selected, to execute the work described therein in full conformance with all requirements therein indicated.

Firm Name: Breiholz Construction Company Telephone No.: 515-288-6077

Official Address: 1527 Maine Street EMAIL: mitchz@breiholz.com  
Des Moines, IA 50314

Mailing Address: \_\_\_\_\_  
(if different from above)

Signed By:  \_\_\_\_\_  
Printed Name: Mitch Zeman

Vice President  
(Title)

Date: 06/13/2023

Federal ID No.: 42-0756137

Iowa Contractor Registration No.: C096227

NOTE: ALL WRITING MUST BE IN INK.

END OF DOCUMENT 00 41 13

\_\_\_\_\_  
Board Chairp̄erson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Jenna Jennings, Jasper County Auditor

BBS 23027  
ADMINISTRATION WINDOW REPLACEMENT  
JASPER COUNTY

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)  
00 41 13 - 3  
May 23, 2023

# AIA® Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Breiholz Construction Co.  
1527 Maine Street  
Des Moines, Iowa 50314

**SURETY:**

(Name, legal status and principal place  
of business)  
Merchants Bonding Company (Mutual)  
6700 Westown Parkway  
West Des Moines, Iowa 50266

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)  
Jasper County  
315 W 3rd Street N  
Newton, Iowa 50208

**BOND AMOUNT:**

Five Percent of Bid Amount (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

Administration Window Replacement  
315 W 3rd Street N  
Newton, Iowa 50208

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of June, 2023.

Breiholz Construction Co.

(Principal)

Vice President (Seal)

Merchants Bonding Company (Mutual)

(Surety)

Juliana Bartlett (Seal)  
(Title) Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original signature that changes will not be observed.

Int.

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Garling

DOCUMENT 00 41 00

**BID FORM  
FOR CONSTRUCTION CONTRACT  
JASPER COUNTY  
ADMINISTRATION WINDOW REPLACEMENT  
315 W 3<sup>rd</sup> STREET NORTH  
NEWTON, IOWA 50208**

BIDS RECEIVED: JUNE 13, 2023  
TO: Kaela Shoemaker  
[kshoemaker@bbsae.com](mailto:kshoemaker@bbsae.com)  
515-365-8219

**ACKNOWLEDGEMENT:**

In response to your Invitation for Bids for construction of the above project and in compliance with the Contract Requirements, the undersigned proposes to furnish all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to perform the work to complete construction of the Jasper County Admin Window Replacement in strict accordance with the Project Manual and the Drawings dated May 23, 2023, including addenda as noted below, prepared by Brooks Borg Skiles, Architecture Engineering, LLP (BBS Architects | Engineers) for the prices stated below.

Bidder acknowledges receipt of the following Addenda, which are a part of the Bidding Documents and for which any effect on cost of the Work is included in the bid amounts indicated:

Number \_\_\_\_\_  
Dated: \_\_\_\_\_

Amounts shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.

**BASE BID:**

Base Bid Total Thirty-three thousand, four-hundred fifteen and 0/100 Dollars (\$ 33,415 .00)

**SCHEDULE:**

It is estimated that work can commence by: 9-1-23 (mm/dd/yyyy).

and be completed by: 10-5-23 (mm/dd/yyyy).

(Note: Not a bid award determining factor.)

**CONTRACT COMPLETION:**

In submitting this Bid the Bidder agrees to the following:

Bidder has familiarized him/herself with the Project Manual and Drawings and agrees, if selected, to execute the work described therein in full conformance with all requirements therein indicated.

Firm Name: Garling Construction Inc Telephone No.: 319-444-3409

Official Address: 1120 11th Street EMAIL: tpins@garlingconstruction.com  
Belle Plaine, IA 52208

Mailing Address: \_\_\_\_\_  
(if different from above)

Signed By: 

Printed Name: Troy J Pins  
President  
(Title)

Date: 6-13-23

Federal ID No.: 42-1098393

Iowa Contractor Registration No.: C086025

NOTE: ALL WRITING MUST BE IN INK.

END OF DOCUMENT 00 41 13

\_\_\_\_\_  
Board Chairperson Date

Attest: Jenna Jennings, Jasper County Auditor



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:** *(Name, legal status and address)*

GARLING CONSTRUCTION INC

1120 11TH ST, BELLE PLAINE, IA 522081705

**OWNER:** *(Name, legal status and address)*

Jasper County

101 1st Street N, Newton, IA 50208

**BOND AMOUNT:**

Five and 00/100 Percent of the Bid Amount

**PROJECT:** *(Name, location or address, and Project number, if any)*

Replacement of 5 existing windows along with selective demolition and patching as required for window replacement.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

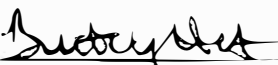
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 8th day of June 2023

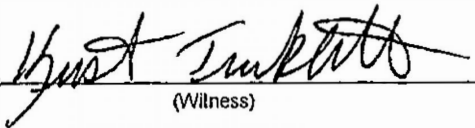
**SURETY:** *(Name, legal status and principal place of business)*


United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407


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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

GARLING CONSTRUCTION INC  
  
\_\_\_\_\_  
(Principal) (Seal)  
President

(Title)  
UNITED FIRE & CASUALTY COMPANY  
  
\_\_\_\_\_  
(Surety) (Seal)  
Attorney in Fact (Janelle K Jack)  
(Title)

CONT0525 (072010)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:** *(Name, legal status and address)*

GARLING CONSTRUCTION INC

1120 11TH ST, BELLE PLAINE, IA 522081705

**OWNER:** *(Name, legal status and address)*

Jasper County

101 1st Street N, Newton, IA 50208

**BOND AMOUNT:**

Five and 00/100 Percent of the Bid Amount

**PROJECT:** *(Name, location or address, and Project number, if any)*

Replacement of 5 existing windows along with selective demolition and patching as required for window replacement.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 8th day of June 2023

**SURETY:** *(Name, legal status and principal place of business)*

United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Burtley  
(Witness)

[Signature]  
(Witness)

GARLING CONSTRUCTION INC  
[Signature]  
(Principal) (Seal)  
President  
(Title)

UNITED FIRE & CASUALTY COMPANY  
[Signature]  
(Surety) (Seal)  
Attorney in Fact (Janelle K Jack)  
(Title)

CONT0525 (072010)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



GTG

**BID FORM  
FOR CONSTRUCTION CONTRACT  
JASPER COUNTY  
ADMINISTRATION WINDOW REPLACEMENT  
315 W 3<sup>rd</sup> STREET NORTH  
NEWTON, IOWA 50208**

BIDS RECEIVED: JUNE 13, 2023

TO: Kaela Shoemaker  
kshoemaker@bbsae.com  
515-365-8219

**ACKNOWLEDGEMENT:**

In response to your Invitation for Bids for construction of the above project and in compliance with the Contract Requirements, the undersigned proposes to furnish all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to perform the work to complete construction of the Jasper County Admin Window Replacement in strict accordance with the Project Manual and the Drawings dated May 23, 2023, including addenda as noted below, prepared by Brooks Borg Skiles, Architecture Engineering, LLP (BBS Architects | Engineers) for the prices stated below.

Bidder acknowledges receipt of the following Addenda, which are a part of the Bidding Documents and for which any effect on cost of the Work is included in the bid amounts indicated:

Number \_\_\_\_\_  
Dated: \_\_\_\_\_

Amounts shall be indicated in both words and figures. In case of discrepancy, the amount indicted in words shall govern.

**BASE BID:**

Base Bid Total Twenty nine thousand, six hundred and sixty five Dollars (\$) 29,665 .00

**SCHEDULE:**

It is estimated that work can commence by: 08/01/2023 (mm/dd/yyyy).

and be completed by: 09/30/2023 (mm/dd/yyyy).

(Note: Not a bid award determining factor.)

**CONTRACT COMPLETION:**

In submitting this Bid the Bidder agrees to the following:

Bidder has familiarized him/herself with the Project Manual and Drawings and agrees, if selected, to execute the work described therein in full conformance with all requirements therein indicated.

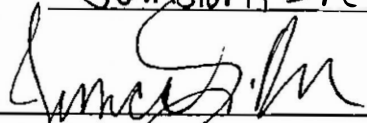
Firm Name: GTG Construction LLC

Telephone No.: 515-528-8172

Official Address: 6505 Merle Hay Road  
Johnston, IA 50131

EMAIL: gtg.office@gtgcompanies.com

Mailing Address: PO Box 917  
(if different from above) Johnston, IA 50131

Signed By: 

Printed Name: Jessica Reynolds  
Owner  
(Title)

Date: 06/13/2023

Federal ID No.: 27-0288573

Iowa Contractor Registration No.: C107451

NOTE: ALL WRITING MUST BE IN INK.

END OF DOCUMENT 00 41 13

Board Chairperson \_\_\_\_\_ Date \_\_\_\_\_

Attest: Jenna Jennings, Jasper County Auditor

# BID BOND

---

KNOW ALL MEN BY THESE PRESENTS, that we

GTG Construction LLC, as Principal, and

Endurance Assurance Corporation, a corporation organized under the laws of the State of Delaware, as Surety, are held and firmly bound unto

Jasper County IA, as Obligee, in the sum of

FIVE PERCENT OF THE TOTAL AMOUNT BID (5% of total amount bid) for payment of which sum well and truly to be made, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Administration Window Replacement

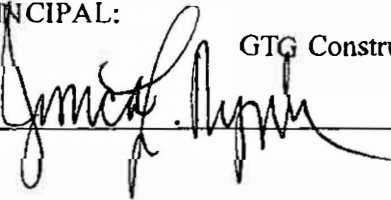
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day: 6/13/2023

PRINCIPAL:

GTG Construction LLC

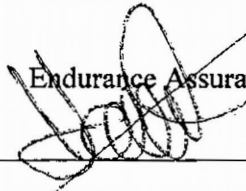
By: \_\_\_\_\_



SURETY:

Endurance Assurance Corporation

By: \_\_\_\_\_



Kara Skinner  
Attorney-in-Fact



# IP PATHWAYS

Cloud  
Platform

Managed  
Services

IT  
Solutions

IT  
Consulting

## Jasper County

NetApp Refresh

February 20, 2023

## Proposal Detail

## NetApp Refresh

### FAS2570

SKU	Description	Qty	Price	Ext. Price
FAS2750A	FAS2750A	1		
FAS2750A-005	FAS2750 HA System,CNA	2		
SW-ENCRYPT-BDL-FA-C	SW,Encryption Bundle,FAS,AFF,-C	2		
SW-CORE-BNDLE-SAS-F01-C	SW,Core Bundle,Per-0.1TB,SAS,F01,-C	432		
SW-DATA-PRO-BDL-SAS-F01-C	SW,Data Protection Bdl,Per-0.1TB,SAS,F01,-C	432		
DOC-2750-C	Documents,FAS2750,-C	1		
DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2		
FAS2750-106-C	FAS2750,24x1.8TB,10K,-C	1		
X-SFP-H10GB-CU3M-R6-N-C	Cable,10GBase Copper SFP+ 3m,-C	8		
X6566B-05-N-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C	2		
X-02659-00-N-C	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32,-C	1		
X800E-R6-C	Power Cable,North America,-C,R6	2		

 Subtotal **\$26,953.69**

### 3 Year Support

SKU	Description	Qty	Price	Ext. Price
CS-4HR-REPLACEMENT	4hr Parts Delivery and Replacement	1	\$2,095.95	\$2,095.95
CS-G1-SE-ADVISOR	SupportEdge Advisor	1	\$10,479.75	\$10,479.75

 Subtotal **\$12,575.70**



Cloud Platform

Managed Services

IT Solutions

IT Consulting

Proposal Summary

NetApp Refresh

Prepared by:

IP Pathways - Urbandale  
Joel Secory  
515.422.9353  
Fax 515.276.4429  
jsecory@ippathways.com

Prepared for:

Jasper County  
Ryan Eaton  
101 1st St N  
Newton, IA 50208  
reaton@jasperia.org

Quote Information:

Quote #: 17952  
Version: 1  
Date: 02/20/2023  
Expiration Date: 03/16/2023

Summary

Amount

FAS2570	\$26,953.69
3 Year Support	\$12,575.70
<b>Subtotal:</b>	<b>\$39,529.39</b>
<b>Shipping:</b>	<b>\$400.00</b>
<b>Total:</b>	<b>\$39,929.39</b>

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. Balance is due upon receipt with Net 30 terms. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jenna Jennings, Jasper County Auditor

Date: \_\_\_\_\_

# Statement of Work

Jasper County Information Systems

**COURTHOUSE STORAGE REFRESH**

## SOW Prepared By:

**Keri McMahon**  
Solution Consultant  
Heartland Business Systems, LLC  
11259 Aurora Ave  
Urbandale, IA 50322  
Phone: (856) 577-3499  
[kcmahon@hbs.net](mailto:kcmahon@hbs.net)

**Jesse Everett**  
Technical Architect  
Heartland Business Systems, LLC  
11259 Aurora Ave  
Urbandale, IA 50322  
Phone: (843) 437-0151  
[JEverett@hbs.net](mailto:JEverett@hbs.net)



## Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for Jasper County Information Systems (hereinafter referred to as “Customer Abv.” or “Customer”).

The goals of the project are:

- Deploy new FAS2750
- Migrate workloads
- Replicate video data for archive

## Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

This project is expected to take 1 week to complete from the project kick-off. If an extension to the project timeline is required, the parties shall utilize the Change Order process.

### In Scope

#### Phase 1: Network Configuration

- Assist with configuration of switches for NetApp and Hosts connectivity
- This does not include installation or base configuration of the switches themselves
- Rack and Cable Cluster switches
  - Management and ISL Cables only

#### Phase 2: Migrate to Switched Cluster

- Migrate cluster LIFs
- Move physical connections to Switches
- Configure Cluster services to identify a switched configuration

#### Phase 3: NetApp Storage System

- Install NetApp Storage System
- Rack and cable controllers
- Add to switched cluster
  - Connect cluster interconnect interfaces to cluster switches
- Connect management ports to existing End User provided switches for cluster management
- Add nodes into existing cluster
- Configure Interface groups
  - Configure Port-Channels
- Creation of load-sharing mirrors for VSM root volumes
- Configure NetApp Service Processor
- Test resiliency and fault-tolerance of solution
  - Resilient shelf cabling
  - Resilient network cabling
  - NetApp failovers and givebacks function and all IP addressing remains functional during failovers

#### Phase 4: Data Migration

- Migrate data from existing Infrastructure to new NetApp





- Volumes will be migrated from the current aggregates to newly created aggregates
  - Volumes will “Vol Moved” from

Phase 5: NetApp OVA's

- NetApp ONTAP Tools
- NetApp SnapCenter for vCenter
- NetApp Active IQ Unified Manager

Phase 6: Replication

- Replicate Sheriff Video Data to the extra shelf attached to the FAS2750

## Out of Scope

- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.

## Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- Jesse Everett, Keri McMahon, Ashley Bass shall provide updates to Customer regarding the project. Keri McMahon or Ashley Bass shall be the Customer’s primary contact for any questions regarding billing.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. In the event that a delay may impact the project, the parties shall utilize the change order process in order to address the impacts of such delay.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

## Customer Responsibilities

### *Site and System(s) Readiness*

The items listed below shall be the responsibility of the customer:

- Domain Credentials for access
- VPN access for remote work

### *Working Conditions and Access*

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.



- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

*Testing, Notification and Change Control*

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables .
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

## Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	NetApp As Built Report
2	
3	



## Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to Jasper County Information Systems

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

Jasper County Information Systems agrees to compensate HBS for providing the Deliverables as stated in Quote # 289501

## Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

## Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

## Terms

**Binding Agreement.** This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

**Order of Precedence.** Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

**Work Hours.** All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

**General.** No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay



caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

## Approval

An authorized signature below indicates acceptance of all terms of this SOW. The individual signing warrants and represents that the individual is a duly authorized representative with full authority to enter into this Agreement on behalf of the individual's organization.

Jasper County Information Systems

Heartland Business Systems, LLC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Jenna Jennings  
Jasper County Auditor

\_\_\_\_\_  
Date

Storage Refresh

Quote #289501 v5



Prepared For:  
**Jasper County Information Systems**  
 Ryan Eaton  
 101 1st Street Room N 108  
 Newton, IA 50208  
  
 P: (641) 792-0796  
 E: reaton@co.jasper.ia.us

Prepared By:  
**Des Moines Iowa Area Office**  
 Keri McMahon  
 11259 NW Aurora Ave  
 Urbandale, IA 50322  
  
 P: (515) 400-8296  
 E: kmcmahon@hbs.net

Date Issued:  
**06.15.2023**  
  
 Expires:  
**07.21.2023**

		Price	Qty	Ext. Price
<b>FAS2750</b>				
<b>Hardware</b>				
FAS2750-121-C	FAS2750,4X960GB,20X1.8TB,MIXED,-C	\$9,290.87	1	\$9,290.87
FAS2750A-005	FAS2750 HA SYSTEM,CNA	\$3,164.55	2	\$6,329.10
<b>Software</b>				
SW-CORE-BNDLE-SSD-F01-C	SW,CORE BUNDLE,PER-0.1TB,SSD,F01,-C	\$101.01	38	\$3,838.38
SW-CORE-BNDLE-SAS-F01-C	SW,CORE BUNDLE,PER-0.1TB,SAS,F01,-C	\$17.46	360	\$6,285.60
SW-DATA-PRO-BDL-SAS-F01-C	SW,DATA PROTECTION BDL,PER-0.1TB,SAS,F01	\$20.78	360	\$7,480.80
SW-DATA-PRO-BDL-SSD-F01-C	SW,DATA PROTECTION BDL,PER-0.1TB,SSD,F01	\$36.58	38	\$1,390.04
<b>Services</b>				
CS-4HR-REPLACEMENT	4HR PARTS REPLACEMENT 4HR PARTS REPLACEMENT	\$2,233.82	1	\$2,233.82
CS-G1-SE-ADVISOR	SUPPORTEDGE ADVISOR SUPPORTEDGE ADVISOR	\$11,169.12	1	\$11,169.12
			<b>Subtotal</b>	<b>\$48,017.73</b>

		Price	Qty	Ext. Price
<b>Professional Services</b>				
HBS-FF-PROJECT	Fixed Fee Project Fixed Fee Project	\$7,328.75	1	\$7,328.75
			<b>Subtotal</b>	<b>\$7,328.75</b>

<b>Quote Summary</b>		<b>Amount</b>
FAS2750		\$48,017.73
Professional Services		\$7,328.75
<b>Total:</b>		<b>\$55,346.48</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End->

User-Agreements. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2022.v1.0

Acceptance

Des Moines Iowa Area Office

Jasper County Information Systems

Keri McMahon

Signature / Name

06/15/2023

Date

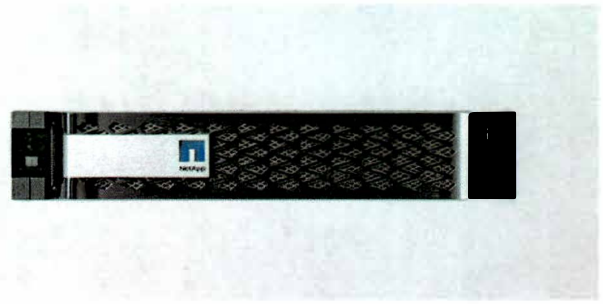
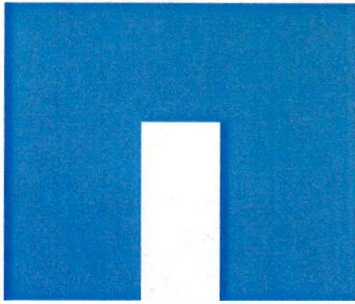
Signature / Name

Initials

Date

Attest: Jenna Jennings, Jasper County Auditor

Date



Datasheet

# NetApp FAS2700 Series Hybrid-Flash Arrays

Simple. Smart. Trusted.

## Key Benefits

### Simple

Free up your time, money and people.

### Smart

Flexibly adapt to your ever-changing business needs.

### Trusted

Protect and secure your data across the hybrid cloud.

## The Challenge

### Simplifying data management across flash, disk, and cloud

Organizations of all sizes are increasingly challenged with streamlining their storage operations. Their staff is overstretched from managing all their business applications, and they need to store and back up their ever-growing volume of data while budgets are shrinking. Plus, they need to integrate cloud and flash into their storage infrastructure.

## The Solution

### Hybrid-flash storage that simplifies your operations with best-in-class data management

The NetApp® FAS2700 family is optimized for midsize and small enterprises that require cost-effective deployment and easy operations while also having the flexibility to handle future growth and cloud integration. Running NetApp ONTAP® storage software, the FAS2700 enables you to efficiently manage your data and consolidate a broad range of workloads with its unified support for SAN and NAS. Its many capabilities make it an ideal solution for your general-purpose business applications as well as backup and retention.

You don't need to be a storage expert to deploy and manage NetApp storage systems. The FAS2700 enables you to build a storage infrastructure that is simple, smart, and trusted.

## Simple

Free up your time, money and people.

- Go from initial power-on to serving data in less than 10 minutes with simple application provisioning.
- Increase the efficiency of your staff with deep integration with key business applications.
- Simplify ongoing management by upgrading software or servicing storage with zero downtime during regular business hours.
- Simplify on-going management by upgrading software or servicing storage with zero downtime during regular business hours.
- Minimize your storage footprint and increase system utilization with proven storage efficiencies.

## Smart

Flexibly adapt to your ever-changing business needs.

- Start small, scale capacity and performance as your data requirements grow.
- Eliminate silos by supporting both NAS and SAN workloads on one unified system.
- Connect easily to the cloud with industry-leading integration.
- Optimize your NetApp systems with the predictive analytics and proactive support of NetApp Active IQ<sup>®</sup>.

## Trusted

Safeguard your data across the hybrid cloud.

- Protect against data loss and accelerate recovery with integrated data protection.
- Secure your environment with the leading portfolio of security capabilities, including data-at-rest encryption, multifactor authentication, and cryptographic shredding.
- Deliver continuous availability and eliminate business disruptions due to servicing, maintenance, and site disasters.

## Choosing the Right System

NetApp offers two models to help you choose the balance of capacity and performance that best fit your needs.

### FAS2750

With space for up to 24 internal SFF drives and expandable up to 144 drives, the FAS2750 is designed for higher-performance needs in an entry hybrid-flash array.

### FAS2720

With space for up to 12 internal LFF drives and expandable up to 144 drives, the FAS2720 is geared toward value-oriented, larger-capacity deployments.

## FAS2700 Series Software

The ONTAP 9 Base Bundle includes a set of software products that deliver leading data management, storage efficiency, data protection, and high performance. The optional Premium Bundle and extended-value software products offer advanced capabilities, including instant cloning, data replication, application-aware backup and recovery, NetApp Volume Encryption, and data retention.

## Get it Right from the Start by using NetApp Expertise

NetApp Services and our certified partners can help you navigate your digital transformation to successfully create, deliver, and consume data services that power your business. Learn more at [netapp.com/services](http://netapp.com/services).

## About NetApp

NetApp is the data authority for hybrid cloud. We provide a full range of hybrid cloud data services that simplify management of applications and data across cloud and on-premises environments to accelerate digital transformation. Together with our partners, we empower global organizations to unleash the full potential of their data to expand customer touchpoints, foster greater innovation, and optimize their operations. For more information, visit [www.netapp.com](http://www.netapp.com). #DataDriven

## Technical specifications

	FAS2750	FAS2720
Maximum raw capacity per HA pair	1243TB	1440TB
Maximum drives per HA pair	144	144
NAS scale-out	2-24 nodes (12 HA pairs)	2-24 nodes (12 HA pairs)
SAN scale-out	2-12 nodes (6 HA pairs)	2-12 nodes (6 HA pairs)
Maximum raw capacity for cluster	15PB	17PB
Controller chassis form factor	2U/24 internal drives	2U/12 internal drives
OS version	ONTAP 9.4 and later	ONTAP 9.4 and later
Storage protocols supported	FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB	FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB
Shelves and media	See the Shelves and Media page <sup>1</sup> on NetApp.com for current information.	

**Note:** All HA pair specifications are for dual-controller, active-active configurations.

<sup>1</sup>Maximum raw capacity depends on the drive offerings. See the [Shelves and Media page](#) on NetApp.com for current information.



July 2022

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a "Highway Safety Improvement Program - High Risk Rural Roads Special Rule" Project**

RECIPIENT: Jasper County

Project No.: HRRR-C050(142)--5R-50

Iowa DOT Agreement No.: 1-23-HRRR-013

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between 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 RECIPIENT has received Federal funding through the Highway Safety Improvement Program (HSIP). HSIP-Secondary funds are available for construction and operational safety improvements on rural roads, classified as rural major or minor collectors or rural local roads. Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide HSIP funding to the RECIPIENT for the authorized and approved costs for eligible items associated for this project.

RECIPIENT and the DEPARTMENT previously entered into Agreement No. 1-23-HSIP-SWAP-009 for the above referenced project. Subsequent to the execution of Agreement No. 1-23-HSIP-SWAP-009, the DEPARTMENT requested to convert the Federal-aid Swap funds to Federal-aid funds. This agreement RESCINDS the original fully executed agreement 1-23-HSIP-SWAP-009 dated April 19, 2023. The original Project Number HSIP-SWAP-C050(142)-FJ-50 has been RESCINDED and replaced with HRRR-C050(142)--5R-50.

The RECIPIENT and the DEPARTMENT previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
Surface Transportation Block Grant	1-23-STPS-003	STP-S-C050(131)-5E-50	February 14, 2023

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 described HSIP project:  
  
On F-48 from South Skunk River to City of Newton corporate limits, pavement replacement, paved shoulders, centerline and edgeline rumble strip.
4. Eligible project activities will be limited to the following: construction
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from HSIP Federal-aid funds. The portion of the project costs reimbursed by HSIP Federal-aid funds shall be limited to \$965,000. The Recipient shall be responsible for all ineligible costs and all eligible costs in excess of this limit.

6. The RECIPIENT shall pay for all project costs not reimbursed with HSIP funds.
7. The RECIPIENT shall let the project for bids through the DEPARTMENT.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third party beneficiaries be created by this agreement.
10. 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.
11. 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.

Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chair, County Board of Supervisors

Iowa Department of Transportation  
Highway Administration

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

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

**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](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, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- 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 bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, 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.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **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; [4.110](#) Threatened and Endangered Species; 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; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [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, architect, or landscape 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 construction 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, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- 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. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. 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 remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future 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.

October 2018

**IOWA DEPARTMENT OF TRANSPORTATION  
Addendum to  
Agreement no. 1-23-STPS-003**

Recipient: Jasper County

Project No.: STP-S-C050(131)—5E-50

Iowa DOT Agreement No.: 1-23-STPS-003A

CFDA No. and Title: 20.205 Highway Planning and Construction

This Addendum is entered between 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. Federal regulations require Federal funds to be administered by the Department.

The DEPARTMENT and the RECIPIENT previously entered into the following agreement(s) for the above referenced project: Agreement No. 1-23-STPS-003 for a Federal-aid Agreement for a Surface Transportation Program Project that was executed February 14, 2023.

Subsequent to the execution of Agreement No. 1-23-STPS-003, the Department awarded Highway Safety Improvement Program – Secondary Swap (HSIP Swap) funds for the above referenced project, and the Department and the Recipient entered into Agreement 1-23-HSIP-SWAP-009, which was executed on April 19, 2023.

Additionally, subsequent to the execution of Agreement 1-23-HSIP-SWAP-009 for HSIP Swap funds, the Department requested to convert the HSIP Swap funds to HSIP Federal-aid funds due to High Risk Rural Roads (HRRR) requirements. Agreement 1-23-HSIP-SWAP-009 is being rescinded, and the Department and the Recipient are entering into the following agreement for HSIP Federal-aid funds, which is being executed by the County on (enter DATE signed by County) \_\_\_\_\_, 2023.

In order to easily identify the inclusion of these funds in the above referenced project, the Department requested to convert the project number to HRRR-C050(131)--5R-50.

This addendum reflects the current concept of this project which is subject to modification by mutual agreement between the RECIPIENT and the DEPARTMENT;

Therefore it is agreed as follows:

The project number for the project described in Agreement No. 1-23-STPS-003 is being revised from STP-S-C050(131)--5E-50 to HRRR-C050(142)--5R-50.

This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s) represents the entire agreement between the Recipient and the Department regarding this project. All previously executed agreements will remain in effect as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.







## STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS \_\_\_\_ day of \_\_\_\_\_, 2023, Snyder & Associates, Inc., 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and Jasper County Engineering Office, 910 North 11th Avenue East, Newton, Iowa 50208 (hereinafter, Client) do hereby agree as follows:

- PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: County Highway F-48 Resurfacing from Colfax City Limits to Skunk River Bridge
- SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
- TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
- STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
- INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
- RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
- OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.


**ADDITIONAL TERMS AND CONDITIONS**

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

**Exhibit A Scope of Services**  
**Exhibit C Project Location**

**Exhibit B Standard Fee Schedule**  
**Exhibit**

\_\_\_\_\_(Client)  
 By: \_\_\_\_\_  
 (Authorized agent)  
 \_\_\_\_\_  
 (Printed or typed signature)

**SNYDER & ASSOCIATES, INC. (Professional)**  
 Digitally signed by Mark A. Land, P.E.,  
 CFM  
 Date: 2023.06.13 14:40:57 -05'00'  
 By:   
 (Authorized agent)  
Mark A Land P.E. CFM  
 (Printed or typed signature)

Attest: Jenna Jennings  
 Jasper County Auditor

Route executed copy to:

## **EXHIBIT "A"**

### **I. NAME OF PARTIES OF THE AGREEMENT**

This Agreement made by and between the Jasper County Engineering Office, hereinafter called "COUNTY" or "OWNER" and Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, Iowa, a corporation, hereinafter called "PROFESSIONAL" as follows:

### **II. NAME OF PROFESSIONAL SERVICE**

It is understood that this project includes milling/scarification and HMA overlay of existing roadway surface along County Highway F-48 beginning at the east city limits of the City of Colfax at the intersection of IA 117 to the south bridge approach pavement at South Skunk River bridge. It is understood the milling and overlay will not raise existing surface elevations of the roadway. It is understood that COUNTY administered a Local Road Safety Plan along this project corridor and desires to implement the recommended improvements into this project. Based on the Local Road Safety Plan received from COUNTY these improvements include: retroreflective edge line and centerline, paved shoulder with safety edge, edge line and centerline rumble strips, review of curve signage, and clear and grub along the shoulder/ditches. It is understood that the existing roadway is a rural section with ditches. It is understood that this project will be funded by Farm to Market, Federal Aid, local sources, and potentially Highway Safety Improvement Program (HSIP). It is anticipated that this project will be environmentally cleared through the Iowa DOT by Programmatic Categorical Exclusion. It is understood that the project will be let through the Iowa DOT Contracts Bureau and will include one plan set and one bid letting. It is understood that one (1) set of bid letting plans and specifications will be prepared. It is understood that the PROFESSIONAL shall not commence work until the Professional Services Agreement has been approved and signed by the COUNTY.

### **III. BASIC SCOPE OF SERVICES**

#### **A. PROJECT ADMINISTRATION AND MANAGEMENT**

PROFESSIONAL will provide overall project management and control of the design contract for project personnel, planning, scheduling, and adjustments.

1. PROFESSIONAL will provide monthly progress reporting and billing statements for COUNTY review and approval.
2. PROFESSIONAL will attend up to two (2) meetings with COUNTY staff to review project progress, coordinate work, field questions, and resolve issues. PROFESSIONAL will prepare meeting notes and distribute them to attendees.
3. PROFESSIONAL will coordinate with City of Colfax staff and Iowa DOT District 1 staff related to the project and specific design elements that may impact those jurisdictions/agencies. Virtual meetings will be held, as needed, to coordinate design efforts and plan development.
4. PROFESSIONAL will assist in preparing and submitting necessary permits for the project including Iowa DOT Perform Work Within State Highway ROW and NPDES

Permit, if required. COUNTY shall pay all required permit fees through a pass-through task on invoicing.

5. PROFESSIONAL will assist COUNTY in preparation for the Highway Safety Improvement Program application, which is administered by the Iowa DOT.

#### B. TOPOGRAPHIC SURVEY

Topographic survey is not included in this scope of services.

#### C. DATA COLLECTION

1. PROFESSIONAL will perform record drawing research through Iowa DOT's online research portal. PROFESSIONAL will further perform record drawing requests with City of Colfax and COUNTY. It is anticipated that all improvements will be performed using record drawings, Iowa DOT stationing, mileposts, quantity tabulations, and typical sections with field verification review. Jasper County Assessor's parcel boundary lines will be used for reference on the base map. No boundary survey or topographic survey will be performed for this project. If topographic survey or boundary survey is deemed necessary to complete the design of the improvements, it shall be considered an additional service.
2. PROFESSIONAL shall depict known utility mapping information based on record information, surface evidence, as-built drawings, and utility company mapping information. No field locates are anticipated with this project. This service includes the use of Iowa One Call's Design Information Request (DIR) System to identify known utilities that subscribe to Iowa One Call. PROFESSIONAL shall perform field review of the corridor to identify surface features that may be impacted by the project. Utilities as depicted as a result of this activity will constitute a Quality Level "D" effort in accordance with ASCE 38 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Private utilities are the responsibility of the owner of such private utilities and shall not be identified as a part of this project unless included as a separate item.

#### D. DESIGN AND PLAN PREPARATION

PROFESSIONAL will perform the following services to develop the Contract Documents.

1. Collect and summarize the design standards that are applicable to the project. Iowa DOT Standard Specifications and Design Manual shall be used as guidance on the development of the design criteria. Design parameters will be summarized and presented to COUNTY for review and approval prior to design.
2. It is understood that the existing roadway surface does not change in elevation or slopes.
3. Perform site visits as required to gain information regarding existing pavement conditions and locations for roadway pavement resurfacing limits.
4. Coordinate with COUNTY and utility companies on the project to discuss the location of facilities and potential impacts as a result of the project.

5. PROFESSIONAL will utilize the data collection, base mapping, aerial imagery, and other information to prepare construction drawings. The construction drawings may include:
  - i. Titlesheet showing the project location and other pertinent project information
  - ii. Typical section including: existing roadway typical section(s) with proposed pavement material dimensions and thicknesses, slopes, existing and proposed materials, clearing and grubbing limits (if applicable), shoulder construction, foreslope / backslope grading, etc.
  - iii. General construction and project notes.
  - iv. Standard design details.
  - v. Iowa DOT bid items, quantities, quantity tabulations, and estimate reference information
  - vi. Plan over plan sheets showing aerial base mapping, alignment and stationing based on available record drawings and field measurements of roadway stationing stamps, existing ROW based on Jasper County Assessor GIS parcel lines. Anticipated information shown on plan sheets to be fixture adjustments, runout locations, beginning/ending/suspension of project limits, signage improvements, remarking of existing pavement marking locations and other pertinent information.
  - vii. Plan over profile sheet(s) to reconfigure the intersection of F-48W and S 29<sup>th</sup> Avenue W and W 92<sup>nd</sup> Street S. The existing intersections have line of sight and sight distance issues at F-48W. The intent would be to combine S 29<sup>th</sup> Avenue W and W 92<sup>nd</sup> Street S together and intersect F-48W at a singular location within the horizontal curve that improves sight distance. It is understood that COUNTY will provide needed topographic and boundary surveys of this area.
  - viii. General traffic control notes will be developed to include means of maintaining a single lane of traffic along Highway F-48 during construction utilizing flaggers and/or pilot cars. If detouring of traffic is deemed an acceptable alternative, a detour plan will be developed for review and approval by the COUNTY.
  - ix. No pedestrian ramp design is anticipated with this project.
  - x. Cross sections are anticipated only for the S 29<sup>th</sup> Avenue W and W 92<sup>nd</sup> Street S intersection improvements for this project.
6. Perform a field review of existing roadway curve signage for compliance with current MUTCD guidance. PROFESSIONAL will prepare a general summary of the existing curve signage inventory to identify deficiencies that do not meet MUTCD guidance. PROFESSIONAL will include updated curve signage into design and construction plans, if directed by COUNTY.
7. Perform a field review of existing roadway guardrail systems. PROFESSIONAL will prepare a general summary of existing guardrail inventory to identify systems that do not meet current Iowa DOT standards. If directed by COUNTY to perform guardrail design and develop into construction plans, it shall be considered an additional service.
8. Perform a field review of existing bridge approach pavement within the project limits. PROFESSIONAL will provide a general summary of existing bridge

approach pavement conditions to identify possible repair or replacement needs. If directed by COUNTY to perform bridge approach design and develop into construction plans, it shall be considered an additional service.

9. Establish estimated quantities and provide an opinion of probable construction cost based on preliminary design plans and final design plans. Statements of probable construction costs established by the PROFESSIONAL represents the best judgment as a design professional and understand that the PROFESSIONAL has no control over cost of labor, materials, equipment, or the Contractor's method for determining bid prices.
10. Project development shall follow Iowa DOT I.M. 3.010 for a bid letting of October 2024. This includes submittals for: Concept Statement and Preliminary Plans, Check Plans, and Final Plans with Project Development Certificate. These submittals will be sent to COUNTY and Iowa DOT for review and comment.
11. PROFESSIONAL shall administer a quality control review by a Professional PROFESSIONAL at least one (1) time during the project development process.
12. It is understood that the COUNTY will contract with a geotechnical PROFESSIONAL on performing pavement cores within the project limits.
13. It is understood that the project will suspend at the bridge approach pavement for the Iowa Interstate Railroad (IAIS) bridge within the project limits. Since the project will suspend prior to the bridge approach pavement, it is understood that no railroad agreement is needed for the project.

E. BID PERIOD ASSISTANCE

- a) It is understood that this PROJECT will be let through the Iowa DOT.
- b) The PROFESSIONAL shall perform the following services:
  - i) Assist the COUNTY and Iowa DOT in clarification of the plan design and issue addenda as required.
  - ii) Review the bid tabulation and issue a recommendation of award to the COUNTY.

F. CHANGES IN SCOPE OF SERVICES

Changes in Scope of Services may include but are not limited to, expanding the scope or limits of the PROJECT and work to be completed, requesting the development of various documents outside of those noted in this agreement, or requesting additional work items that increases the Professional Services and corresponding costs. Upon initiation of Additional Services, the PROFESSIONAL will submit the estimated cost. Such costs will be based on the current hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule (as shown in Exhibit "B").

If at any time during the work the PROFESSIONAL determines that its actual costs will exceed the estimated actual costs, the PROFESSIONAL will promptly notify the COUNTY, in writing, and describe what costs are causing the overrun and the reason. The PROFESSIONAL shall not exceed the estimated actual costs without the prior written approval of the COUNTY. If the PROFESSIONAL exceeds the estimated actual costs for any reason before the COUNTY is notified in writing, the COUNTY will have the right, at its discretion, to deny the request for additional services. The fee

amounts will not be changed unless there is a substantial change in the PROJECT time, character, or complexity of the services covered by the Agreement.

For the PROFESSIONAL to receive approval to use Additional Services, the PROFESSIONAL will prepare a change order for COUNTY approval in the amount agreed upon for the work. The change order will describe the work and the amount of time needed to complete this work.

Work that is typically included as Additional Services includes, but is not limited to:

1. Subsurface utility Engineering (SUE)
2. CITY or Iowa DOT requested significant PROJECT revisions
3. Public utility (storm sewer, water main, sanitary sewer) infrastructure design
4. Structural design
5. Topographic and boundary survey
6. Construction Engineering services including administration, observation, and field and material testing
7. Right of way and easement platting, acquisition, or negotiation services
8. Geotechnical investigation or reporting
9. Special onsite trips for property owner meetings
10. Additional meetings beyond the scope provided herein
11. Traffic studies
12. Landscape architecture
13. Environmental investigations and reporting, such as; hazardous material, cultural resources, historic architectural study, sensitive habitat, endangered species, noise studies, wetland delineation and mitigation, historic structures, flood plain or Section 404 permits.

#### **V. RESPONSIBILITY OF THE COUNTY**

At its own expense, the COUNTY shall have the following responsibilities regarding the execution of the Contract by the PROFESSIONAL.

##### **A. PROJECT OFFICER**

The COUNTY shall name a project officer to act as the County's representative with respect to the work performed under this Agreement. All correspondence with COUNTY relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

##### **B. PROMPT RESPONSE**

To prevent an unreasonable delay in the PROFESSIONAL'S work, the COUNTY will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the PROFESSIONAL to proceed with work within a reasonable time period.



**C. PROJECT REQUIREMENTS**

The PROFESSIONAL will require assistance from the COUNTY in locating roadway as-built documents, existing mapping information, and attending design meetings to discuss PROJECT elements.

**VI. WORK SCHEDULE**

The PROFESSIONAL understands the general proposed schedule for this project is as follows assuming the Notice to Proceed is approved by the COUNTY on the date noted:

Notice to Proceed received from COUNTY	June 28, 2023
Data collection and data research	July 2023
Submit Concept Statement and Preliminary Plans	September 2023
Submit HSIP Application	November 2023
Submit Check Plans	December 2023
Submit Final Plans and Project Development Certificate	February 2024
Bid letting	October 15, 2024***
Begin construction	Spring 2025

\*\*\* Potential to accelerate submittal of Final Plans and planned bid letting. PROFESSIONAL and COUNTY will mutually agree on a bid letting date during preliminary engineering project development.

**VII. COMPENSATION AND TERMS OF PAYMENT**

The COUNTY shall reimburse the PROFESSIONAL in accordance with the terms and conditions of this Agreement.

**A. BASIC SERVICES**

The PROFESSIONAL will perform Project Administration and Management, Data Collection, Engineering Design and Plan Preparation, and Bid Period Assistance tasks as outlined in the Scope of Services on a lump sum basis.

The following is a breakdown of the fee amounts for Basic Services on the PROJECT.

<b>County F-48 Resurfacing - Basic Services</b>		
<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Project Administration and Management	\$ 7,600
2	Data Collection	\$ 3,000
3	Preliminary Design	\$ 14,500
4	Final Design	\$ 22,500
5	Bid Assistance	\$ 2,800
	Direct Expenses (Mileage and Printing)	<u>\$ 1,100</u>
	Lump Sum Total	\$ 51,500

**VIII. METHOD OF PAYMENT**

The PROFESSIONAL shall submit invoices for professional services to the COUNTY on a thirty (30) day basis under separate cover and shall be paid by the COUNTY within fourteen (14) days after approval by the Board of Supervisors. The COUNTY shall pay the PROFESSIONAL a percentage of the total fee for each phase or a cost not to exceed the amount shown. Invoices shall include sufficient documentation to explain the charges.



# STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
<b>PROFESSIONAL</b>	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
<b>TECHNICAL</b>	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
<b>ADMINISTRATIVE</b>	
II	\$75.00/hour
I	\$61.00/hour
<b>REIMBURSABLES</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced

### EXHIBIT "C" Project Location Map



LEVEL "C" ROADWAY DESIGNATION RESOLUTION Number \_\_\_\_\_

WHEREAS, Jasper County desires to classify a certain stretch of roadway on the area service system to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57 (2020-) see attached reference Document 1 of 1; and

WHEREAS, Jasper County has received the attached request from the landowners, for a portion of West 124<sup>th</sup> Street North located in the Southwest Quarter of Section 15, Township 81 North, Range 21 West of the Fifth P.M. and the Southeast Quarter of Section 16, Township 81 North, Range 21 West of the Fifth P.M., Jasper County, Iowa, described as follows: **Beginning at the north right-of-way line of Hwy F-17 W; thence approximately north 0.2 miles to end.** become designated as Level "C" with gates installed.

1. **Blading.** Blading or dragging will not be performed on a regular basis.
2. **Snow and Ice Removal.** Snow and Ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. **Bridges.** Bridges on Area Service "C" Roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. **Weed, Brush, and Trees.** Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained as on a regular road.
5. **Structures.** Bridges and Culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structures will be for traffic thereon.
6. **Road Surfacing.** There will be no surfacing materials applied to Area "C" Service roads.
7. **Shoulders.** Shoulders will not be maintained.
8. **Crown.** A crown will not be maintained.
9. **Repairs.** There will be no repairs on a regular basis.
10. **Uniform Width.** Uniform width for the traveled portion of the road will not be maintained.
11. **Inspections.** Regular inspections will not be conducted.
12. **Gate.** The gate shall be purchased and installed by the County and maintained by the County.

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) The owner, lessee, or person in lawful possession of any adjoining land.
- (2) The agent or employee of the owner, lessee, or person in lawful possession of any adjoining land.
- (3) Any peace officers.
- (4) Any magistrate.
- (5) Any public employee whose duty it is to supervise the use or perform maintenance of the road.
- (6) Any agent or employee of any utility located upon the road.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Board Member,

\_\_\_\_\_  
Board Member,

Attest: \_\_\_\_\_  
Auditor, Jenna Jennings

## Reference 1

### 309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service "A", area service "B", and area service "C". The area service "A" classification shall be maintained in conformance with applicable statutes. Area service "B" classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service "C" classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.
2. Roads within area service "B" and "C" classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service "C" classification roads shall adequately warn the public that access is limited.
3. Roads may only be classified as area service "C" by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.
4. Notwithstanding section 716.7, subsection 2, paragraph "b", subparagraph (2), entering or remaining upon an area service "C" classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in section 716.7.
5. A road with an area service "C" classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.
6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service "B" or "C" if the road has been maintained to the level required for roads classified as area service "B" or "C".

[S81, §309.57; 81 Acts, ch 100, §1]

96 Acts, ch 1103, §1; 2002 Acts, ch 1063, §10; 2003 Acts, ch 144, §5; 2013 Acts, ch 90, §242  
Referred to in §314.30



# JASPER COUNTY ENGINEER'S OFFICE

910 N 11<sup>TH</sup> Ave E Newton, IOWA 50208

## Request to Change Road Designation from Level B to Level C\*\*

Street: W 124th St N

Between: Hwy F-17 W &: End of Road

Township: 81N Range 21W Section: 15 Qtr Section SW QtrQtr Section SW

Township: 81N Range 21W Section: 16 Qtr Section SE QtrQtr Section SE

### ADJOINING LANDOWNERS

➤ Printed Name: FBM Farms LLC Address: 11932 Hwy F-17W  
Collins, IA 50055

✓ Signature: [Signature] Date: 6-14-23

➤ Printed Name: Caroline Maxwell Address: 7800 Eagle St  
Mingo, IA 50168-8567

✓ Signature: Michael D Maxwell Date: 6-14-23  
Executive of FBM Farms

➤ Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_

✓ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

➤ Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_

✓ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

➤ Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_

✓ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Request is for determining interest in changing the road designation from level B to level C. Request does not represent a final decision nor does it supplant the need for board action.





2020 W 20th St S Newton IA 50208

Date 6/15/2023

Salesperson Robert Weuve

Company Jasper County Iowa  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 County \_\_\_\_\_ Zip \_\_\_\_\_  
 Home \_\_\_\_\_ Bus Phone \_\_\_\_\_  
 Cell Phone (641) 841-1187  
 Email mfrietsch@jasperia.org

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Demo	<input type="checkbox"/> Rental Unit	<input type="checkbox"/> Used
Year <u>2024</u>	Make <u>CHEVROLET</u>	Stock _____	
Model <u>SILVERADO 3500HD</u>	Body <u>CREW CAB LONG BOX WORK...</u>		
Color <u>White</u>	Top _____	Trim <u>W/T</u>	
VIN <u>Order</u>	Miles <u>0</u>		

\*Added Equipment:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TRADE IN (1)		PURCHASE	
Year	Make	Market Value	\$49,820.00
Model		Price	\$49,820.00
VIN		Added Equip*	\$0.00
Miles			
Stock			
TRADE IN (2)			
Year	Make	SUBTOTAL	\$49,820.00
Model		Sales Tax	\$0.00
VIN		Doc fee	\$180.00
Miles			
Stock			
Allowance		TOTAL CASH PRICE	\$50,000.00
Cash Due	\$0.00	Total Credits	(\$0.00)
Deposit	\$0.00	TRADE-IN PAYOFF	\$0.00
TOTAL CREDITS	\$0.00	BALANCE DUE	\$50,000.00

(Y)  
 \_\_\_\_\_  
 Customer

[Signature]  
 \_\_\_\_\_  
 Sales Manager

Attest  
 This is not a contract

Prepared by Robert Weuve

Jasper County Civil Service Commission  
Board Members  
Pat Wallace, Chairperson  
Arie Scholten  
Randy Camp

On May 22, 2023, Sherriff Halferty provided the JCCS committee with a copy of the 2023/2024 Deputy Sheriff wage schedule for the purpose of certification per Iowa Code Chapter 341.A14.

On June 13, 2023, Chairperson Pat Wallace and Randy Camp board member met and certified the 2023/2024 schedule as being accurate.

Pat Wallace, Chairperson  
JCCSC

**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

June 16th, 2023

Pat Wallace, Chairperson  
Jasper County Civil Service Commission

Re: 2023/2024 certification of wages effective on or after 07-01-2023

Commissioner Wallace,

The purpose of this letter is to advise you of the current positions and salaries of Sheriff's Deputies for Jasper County (2023/2024) per 341A.14 of the code of Iowa, as of July 1<sup>st</sup>, 2023. Please certify this information to Jasper County Auditor Jenna Jennings at your convenience. If you have any questions or concerns, please let me know.

Duane Rozendaal	Chief Deputy	\$118,293.65
Brad Shutts	Lieutenant	\$116,901.96
Mike Gunsaulus	Lieutenant	\$114,118.58
Tracy Cross	Sergeant	\$98,809.99
Brandon Bruxvoort	Sergeant	\$93,243.23
Marc Headington	Deputy	\$37.90/hr
Brad Sheeder	Deputy	\$32.60/hr
Corey Van Kooten	Deputy	\$32.60/hr
Kira Lazenby	Deputy	\$33.86/hr
Dylan Blackford	Deputy	\$31.10/hr
Josh Borg	Deputy	\$31.10/hr
Chad Coleman	Deputy	\$32.60/hr
Ben Block	Deputy	\$29.93/hr
Landon Moss	Deputy	\$29.93/hr
Todd Decker	Deputy	\$29.93/hr
Leon Spataru	Deputy	\$29.93/hr
Kyle Letendre	Deputy	\$28.86/hr
Seth Schumacher	Deputy	\$27.79/hr

Sincerely,

A handwritten signature in black ink that reads "John R. Halferty".

John R. Halferty, Sheriff

Tuesday, June 13, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson, and Cupples present and accounted for; Chairman Talsma presiding.

Buildings and Grounds Director, Adam Sparks, presented quotes for replacing a chiller unit at the jail.

There were three bids submitted:

Brooker Plumbing & Heating	\$200,755.00
S&S Plumbing, Heating and Air Conditioning LLC	\$247,854.00
The Waldinger Corporation	\$247,997.01

Motion by Cupples, seconded by Stevenson to approve Brooker Plumbing & Heating quote in the amount of \$200,755.00 to replace the chiller at the Jasper County Jail.

YEA: STEVENSON, TALSMA, CUPPLES

Bruce Showalter, with the Iowa Sculpture Festival, presented monuments they would like to have displayed on the lawn at the Jasper County Administration Building. Karl Peters would pour a pad for all the sculptures to sit on and an agreement would be drafted and reviewed by Scott Nicholson before they are placed on the lawn.

Motion by Cupples, seconded by Stevenson to approve the Advanced Correctional Healthcare, Inc contract, Renewal Option 1, in the amount of \$59,605.59 for periods beginning 7/1/23 to 6/30/24.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the Extension Agreement for Maintenance and Support with Idemia Identity & Security USA LLC in the amount of \$2,960.00.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve the appointment of Seth Schumacher as Deputy Sheriff.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-50, a hiring resolution certifying the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	PT Jailer	Mazi Meyer	\$19.56	Hire-In Rate Union Scale	07/15/2023

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-51, transferring the Public Officials' bonds from EMC to Nationwide. Coverage would be as follows:

Attorney & Engineer	\$20,000.00
Auditor, Recorder, Sheriff & Assessor	\$20,000.00
Treasurer	\$50,000.00
Board of Supervisors	\$20,000.00

YEA: STEVENSON, TALSMA, CUPPLES

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

IT Director, Ryan Eaton, presented quotes for computer refresh (servers). There were two quotes submitted:

IP Pathways	\$44,973.99
Heartland Business Systems	\$46,890.93

Motion by Stevenson, seconded by Cupples to approve the computer refresh (servers) quote in the amount of \$46,890.93 from Heartland Business Systems.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve the Guaranteed Maximum Price Contract Amendment with Stahl Construction for Liberty Ave Yard Phase 1 in the amount of \$3,151,087.00.

YEA: STEVENSON, TALSMA, CUPPLES

Engineer, Mike Frietsch, presented bids for (1) ¾ ton pickup truck. Two bidders submitted bids:

Gregg Young: 2024 Chevy 2500 HD Crew Cab Long Box 4x4	\$47,500
2024 Chevy 3500 HD Crew Cab Long Box 4x4	\$48,500
2024 Ford F-250 Crew Cab 4x4	\$49,000
2024 Ford F-350 Crew Cab 4x4	\$50,000
Ulrich Ford: 2023 Ford F-250	\$52,000 + TTL

Motion by Cupples, seconded by Stevenson to approve the purchase of 1 2024 Chevy 3500 HD Crew Cab Long Box 4x4 from Gregg Young in the amount of \$48,500.00.

YEA: STEVENSON, TALSMA, CUPPLES

Engineer, Mike Frietsch, presented bids for (1) Dump Body Crew Truck. Three bidders submitted bids:

Truck Equipment Inc:	2023 Ford F550 Chassis with Gas Engine	\$110,984.00
	2023 Ford F550 Chassis with Diesel Engine	\$121,459.00
Hawkeye Truck Equipment:	2023 Chevy 5500 with Diesel Engine	\$124,632.64
Henderson Products Inc:	2023 Ford F550 Chassis with Gas Engine	\$122,615.00

Motion by Stevenson, seconded by Cupples to approve the purchase of 1 2023 Ford F550 Chassis with a diesel engine in the amount of \$121,459.00 from Truck Equipment Inc.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve the only bid for a road groomer in the amount of \$24,656.00 from Road Groom Manufacturing LLC.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to approve a temporary liquor license for Baxter Fun Days Committee effective 7/7/23 to 7/11/23.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to set a Public Hearing for FY22-23 current budget amendment with recommended date and time of June 27, 2023, at 9:30 a.m. in the Board of Supervisors Room.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-52 for FY23-24 Budget Appropriations.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-53 approving transfer order 1493 in the amount of \$430,267.50 from JC 28E Subfund to 2015 (2007) TPI Refunded.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-54 approving transfer order 1494 in the amount of \$1,581.63 from MH-DD Service Fund to Mental Health Region Fund.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Stevenson, seconded by Cupples to adopt Resolution 23-55 approving transfer order 1495 in the amount of \$541,155.00 from the General Fund to Various funds.

YEA: STEVENSON, TALSMA, CUPPLES

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

Motion by Stevenson, seconded by Cupples to appoint Kris Smith to the Cemetery Commission replacing John Jennings.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes from June 6, 2023.

YEA: STEVENSON, TALSMA, CUPPLES

Motion by Stevenson, seconded by Cupples to adjourn the Regular Board of Supervisors meeting and enter into a work session.

YEA: STEVENSON AND CUPPLES

A work session was held following the Board meeting to discuss hail damage to property and vehicles from the May 7<sup>th</sup> storm. There was also a discussion regarding a few of the County buildings remaining open or closed during Ragbrai on July 27<sup>th</sup>. The ability to do online payroll and accounts payable processing was brought up and IT was going to continue to look into it.

Motion by Stevenson, seconded by Talsma to adjourn the Tuesday, June 13, 2023 meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, TALSMA, CUPPLES

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman