

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

August 22, 2023

9:30 a.m.

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 Sheriff – John Halferty

- a) Approval of Appointments for the Civil Process Servers

Item 2 Human Resources – Dennis Simon

- a) Revised Hiring Resolution for County Attorney's Office Summer Internship – Collin Jacobsen
- b) Hiring Resolution for Elderly Nutrition PT 3rd Cook (Dishwasher) – Megan Wells
- c) Vacation Policy
- d) PrudentRX Specialty Copay Benefits

Item 3 Engineer – Mile Frietsch

- a) Award of Contract to Manatts, Inc for Project HRRR-C050(131)—5R-50
- b) Agreement with John Deere for Construction Starfire Grader Pilot Equipment

Item 4 Community Development – Kevin Luetters

- a) Bid Approvals for 248 Hickory Street Demolition Project

Item 5 Approval of Board of Supervisors Minutes for August 15, 2023

PUBLIC INPUT & COMMENTS

**After Regular Meeting:
Work Session**

CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Summer Guy as Civil Process Server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this 6th day of July, 2023

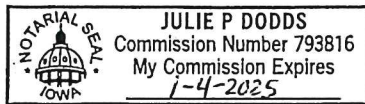
John R. Halferty
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

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

Summer Guy

Subscribed and sworn to before me, this 6th day of July, 2023



Julie P. Dodds
Notary Public State of Iowa

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

Chairperson, Board of Supervisors

CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Kim Richardson-Fry as Civil Process Server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this 16th day of August, 2023

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

STATE OF IOWA, JASPER COUNTY, ss.

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

Kim Richardson-Fry

Subscribed and sworn to before me, this 16th day of August, 2023.



Julie P. Dodds
Notary Public State of Iowa

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

Chairperson, Board of Supervisors

CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, JASPER COUNTY, ss.

I, John R. Halferty, Sheriff of Jasper County, Iowa, do hereby constitute and appoint Mike Stephenson as Civil Process Server and do hereby authorize and empower him to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him as such Civil Process Server.

Given under my hand this 6th day of July, 2023

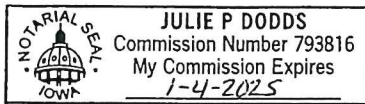
John R. Halferty
John R. Halferty
Sheriff of Jasper County, Iowa

STATE OF IOWA, JASPER COUNTY, ss.

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

Mike Stephenson

Subscribed and sworn to before me, this 6th day of July, 2023



Julie P. Dodds
Notary Public State of Iowa

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

Chairperson, Board of Supervisors

Resolution 23-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies 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>
Elderly Nutrition	Part-time 3 rd Cook (Dishwasher)	Megan Wells	\$11.42	Hire-In Rate Union Scale	8/24/23

Resolution adopted this 22nd day of August 2023

Brandon Talsma, Chairman

Attest:

Jenna Jennings, Auditor

2. Vacation Leave

A. General Regulations:

An employee's anniversary date shall be used to compute vacation leave, sick days and bonus days. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any prorated vacation benefits. Part-time and temporary employees shall not be granted vacation pay.

Vacation leave will not be considered work hours for the purpose of computing overtime pay.

B. Schedule:

Vacation leave shall be accrued in accordance with the following yearly employment schedule, determined from completion of the anniversary date.

<u>Service Requirements</u>	<u>Monthly Accrual Rate</u>	<u>Allowance</u>
First month through fourth year	<u>*3.08 hours per pay period</u>	<u>10 days or 2 weeks</u>
Fifth year through ninth year	<u>*4.62 hours per pay period</u>	<u>15 days or 3 weeks</u>
Tenth year through fourteenth year	<u>*5.38 hours per pay period</u>	<u>17½ days or 3 weeks 2½ days</u>
Fifteenth through nineteenth year	<u>*6.15 hours per pay period</u>	<u>20 days or 4 weeks</u>
Twenty or more years	<u>*7.69 hours per pay period</u>	<u>25 days or 5 weeks</u>

*(actual 3.0769227; 4.6153846; 5.3846153; 6.1538461; 7.6923076)

Vacation leave shall be computed on an hourly basis and credited to each employees' account on a bi-weekly basis. Upon completion of six (6) months of full-time continuous employment, an employee shall be eligible for any vacation leave they have accumulated. Thereafter, an employee will be eligible for any vacation leave they have accrued.

C. Procedure:

An employee shall notify their Department Head/Elected Official in advance of the desired vacation. The Department Head/Elected Official shall determine the length of the advance notice. If it becomes necessary to limit the number of employees on vacation at one time, the employee or employees granted vacation will be based on seniority.

D. Exceptions:

An employee shall not accrue vacation leave during periods of temporary lay-off, suspension, or leave without pay. An employee on vacation extending through a holiday period shall not have those officially designated holidays charged against vacation leave. The employee shall be granted an additional vacation day(s) to be taken the day(s) before the vacation starts or the day(s) after the vacation ends.

E. Carry-Over:

Jasper County encourages all employees (hourly and salary) to utilize their accrued vacation leave annually. Effective September 21, 2024, automatic accrual caps will be implemented so that no employee will be able to accrue more than a maximum of 280 hours of vacation leave. If a county employee becomes an Elected Official all accrued benefits must be taken or paid out within 45 days of the first official day in office. If a county employee is appointed to fulfill an office holder's position the accrued benefits can be taken or banked, until the next election, and the employee is elected into the office.

F. Limitations:

1. Vacation leave may not be taken in advance and an employee may not waive their vacation right, in order to collect both vacation and pay for hours worked.
2. Effective September 21, 2024, no employee (hourly or salary) will be allowed to accrue more than two hundred eighty (280) hours of vacation leave.

G. Policy Compliance:

1. Effective September 21, 2024, vacation accrual caps will go into effect and limit all employees to a maximum accrual of 280 hours of vacation leave.
2. Any employee (hourly or salary) that reaches the maximum accrual of 280 hours of vacation leave, will have their accruals automatically turned off until they have depleted their accruals and are below the maximum number of hours.

H. Accrued Vacation Payment:

Any full or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to their estate or legal beneficiary in the amount of any unused vacation leave earned.



Contracts and Specifications Bureau

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Project(s) and Vendor Ranking Page 1 of 2

Call Order: 153 Contract ID: 50-C050-131 Primary County: JASPER
Letting Date: August 15, 2023 10:00 A.M. DBE Goal: 2.0%
Letting Status: AWARDED Awarded Vendor: MANATT'S, INC.
Contract Period: Start Date: 06/17/24 95 Working Days

Project Information:

Project: HRRR-C050(131)-5R-50 Work Type: HMA RESURFACING WITH MILLING
County: JASPER Proj Award Amt: \$3,816,979.93
Route: F48
Location: On F-48 W, from Bridge N03 (NBIS 30401) E 5.8 miles to Newton CL

CONFIDENTIAL - DESTROY IN PROJECTS NOT AWARDED



Contracts and Specifications Bureau

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Project(s) and Vendor Ranking

Page 2 of 2

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 Contract Period: Start Date: 06/17/24 95 Working Days

Rank	Vendor ID	Vendor Name	Total Bid	Percent Of Low Bid
1	MA225	MANATT'S, INC.	\$3,816,979.93	100.00%
2	IN122	INROADS, LLC.	\$3,857,778.62	101.07%
3	HA760	HAWKEYE PAVING CORP.	\$4,539,538.70	118.93%

BID WINNER: MET THE DESIGNATED DBE GOAL

CONFIDENTIAL - DESTROY THE PROJECT IS NOT AWARDED



Contracts and Specifications Bureau

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Tabulation of Construction and Material Bids

Call Order: 153

Letting Date: August 15, 2023

Contract ID: 50-C050-131

Primary County: JASPER

Line No / Item Number Item Description Alt Set / Alt Member	Quantity and Units	(1) MANATT'S, INC.		(2) INROADS, LLC.		(3) HAWKEYE PAVING CORP.	
		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 ROADWAY ITEMS							
0010 2102-2710070	822.400 CY	21.00000	17,270.40	14.85000	12,212.64	30.00000	24,672.00
EXCAVATION, CLASS 10, ROADWAY AND BORROW							
0020 2109-8225100	15.860 STA	650.00000	10,309.00	725.00000	11,498.50	2,000.00000	31,720.00
SPECIAL COMPACTION OF SUBGRADE							
0030 2115-0100000	822.400 CY	75.00000	61,680.00	70.00000	57,568.00	130.00000	106,912.00
MODIFIED SUBBASE							
0040 2121-7425010	755.000 TON	49.65000	37,259.25	44.00000	33,220.00	80.00000	60,400.00
GRANULAR SHOULDERS, TYPE A							
0050 2122-5190007	802.900 SY	98.75000	79,286.38	87.25000	70,053.03	110.00000	88,319.00
PAVED SHOULDER, P.C. CONCRETE, 7 IN.							
0060 2122-5500060	15,084.900 SY	32.35000	487,996.52	34.50000	520,429.05	38.00000	573,226.20
PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 6 IN.							
0070 2212-0475095	5.530 MILE	1,000.00000	5,530.00	780.00000	4,313.40	2,200.00000	12,166.00
CLEANING AND PREPARATION OF BASE							

Cat Alt Set:

Cat Alt Member:

CONFIDENTIAL - DESTROY IF PROJECTS NOT AWARDED



Contracts and Specifications Bureau

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SECTION: 0001 ROADWAY ITEMS							
0080 2212-5070310 PATCHES, FULL-DEPTH REPAIR	1,480.000 SY	118.80000	175,824.00	121.00000	179,080.00	120.00000	177,600.00
0090 2212-5070330 PATCHES BY COUNT (REPAIR)	100.000 EACH	45.00000	4,500.00	45.00000	4,500.00	200.00000	20,000.00
0100 2213-2713300 EXCAVATION, CLASS 13, FOR WIDENING	3,356.200 CY	20.00000	67,124.00	23.00000	77,192.60	30.00000	100,686.00
0110 2214-5145150 PAVEMENT SCARIFICATION	75,692.200 SY	2,300.00	177,876.67	2.20000	166,522.84	3.50000	264,922.70
0120 2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	4,229.300 SY	70.50000	298,165.65	74.25000	314,025.53	100.00000	422,930.00
0130 2301-6911722 PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	6 LS	600.00000	600.00	500.00000	500.00	5,000.00000	5,000.00
0140 2303-0002380 HOT MIX ASPHALT MIXTURE INTERLAYER BASE COURSE, 3/8 IN. MIX	4,722.000 TON	64.35000	265,250.70	69.00000	284,418.00	82.00000	338,004.00

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SECTION: 0001 ROADWAY ITEMS							
0150 2303-1031750 HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 3/4 IN. MIX	326.000 TON	130.35000	42,494.10	115.00000	37,490.00	90.00000	29,340.00
0160 2303-1032750 HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 3/4 IN. MIX	331.000 TON	130.35000	43,175.85	115.00000	38,065.00	91.00000	30,121.00
0170 2303-1033500 HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	220.000 TON	130.35000	28,677.00	140.00000	30,800.00	115.00000	25,300.00
0180 2303-1043500 HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	8,334.000 TON	67.35000	561,294.90	69.00000	575,046.00	64.00000	533,376.00
0190 2303-1258283 ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	53.000 TON	685.00000	36,305.00	675.00000	35,775.00	640.00000	33,920.00
0200 2303-1258284 ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	500.000 TON	775.00000	387,500.00	733.51000	366,755.00	740.00000	370,000.00

Cat Alt Member:

Cat Alt Set:

CONFIDENTIAL - DESTROY IF PROJECT IS NOT AWARDED



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SECTION: 0001 ROADWAY ITEMS							
0210 2303-1258346	330.000 TON	885.00000	292,050.00	872.90000	288,057.00	850.00000	280,500.00
ASPHALT BINDER, PG 58-34E, EXTREMELY HIGH TRAFFIC							
0220 2303-6911000	(1) LS	10,500.00000	10,500.00	3,500.00000	3,500.00	18,000.00000	18,000.00
HOT MIX ASPHALT PAVEMENT SAMPLES							
0230 2502-8212034	3,599.000 LF	22.85000	82,237.15	15.57000	56,036.43	18.00000	64,782.00
SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.							
0240 2502-8221305	14.000 EACH	600.00000	5,600.00	500.00000	7,000.00	600.00000	8,400.00
SUBDRAIN OUTLET, DR-305							
0250 2505-4008300	1,187.500 LF	30.00000	35,625.00	28.00000	33,250.00	30.00000	35,625.00
STEEL BEAM GUARDRAIL							
0260 2505-4021020	1.000 EACH	2,000.00000	2,000.00	1,800.00000	1,800.00	2,000.00000	2,000.00
STEEL BEAM GUARDRAIL END ANCHOR, W-BEAM							
0270 2505-4021720	15.000 EACH	2,950.00000	44,250.00	3,200.00000	48,000.00	3,000.00000	45,000.00
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205							

Cat Alt Set: Cat Alt Member:

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SECTION: 0001 ROADWAY ITEMS							
0280 2510-6745850 REMOVAL OF PAVEMENT	4,229.300 SY	9.50000	40,178.35	174.00000	101,503.20	15.00000	63,439.50
0290 2515-2475006 DRIVEWAY, P.C. CONCRETE, 6 IN.	37.900 SY	100.00000	3,790.00	100.00000	3,790.00	130.00000	4,927.00
0300 2515-6745600 REMOVAL OF PAVED DRIVEWAY	37.900 SY	20.00000	758.00	20.00000	758.00	25.00000	947.50
0310 2524-9089100 DELINEATOR, RIGID - TYPE 1	16.000 EACH	0.00000	0.16	170.00000	2,720.00	170.00000	2,720.00
0320 2524-9100020 OBJECT MARKER, TYPE 2	59.000 EACH	0.01000	0.59	170.00000	10,030.00	170.00000	10,030.00
0330 2524-9100030 OBJECT MARKER, TYPE 3	16.000 EACH	0.01000	0.16	170.00000	2,720.00	170.00000	2,720.00
0340 2524-9275222 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 6 IN.	14,000 LF	275.00000	3,850.00	275.00000	3,850.00	250.00000	3,500.00
0350 2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	42.300 SF	50.00000	2,115.00	50.00000	2,115.00	50.00000	2,115.00

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		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 ROADWAY ITEMS							
0360 2526-8285000	(1) LS	16,000.00000	16,000.00	16,000.00000	16,000.00	16,000.00000	16,000.00
CONSTRUCTION SURVEY							
0370 2527-9263117	867.000 STA	40.00000	34,680.00	40.00000	34,680.00	50.00000	43,350.00
PAINTED PAVEMENT MARKINGS, DURABLE							
0380 2527-9270111	867.000 STA	25.00000	21,675.00	25.00000	21,675.00	35.00000	30,345.00
GROOVES CUT FOR PAVEMENT MARKINGS							
0390 2528-2518000	7.000 EACH	150.00000	1,050.00	150.00000	1,050.00	200.00000	1,400.00
SAFETY CLOSURE							
0400 2528-8445110	(1) LS	35,550.00000	50,000.00	35,550.00000	35,550.00	45,000.00000	45,000.00
TRAFFIC CONTROL							
0410 2528-8445113	100.000 EACH	575.00000	57,500.00	575.00000	57,500.00	575.00000	57,500.00
FLAGGERS							
0420 2528-8445115	21.625 EACH	865.00000	21,625.00	865.00000	21,625.00	865.00000	21,625.00
PILOT CARS							
0430 2528-9290050	50.000 CDAY	150.00000	7,500.00	150.00000	7,500.00	150.00000	7,500.00
PORTABLE DYNAMIC MESSAGE SIGN (PDMS)							

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		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 ROADWAY ITEMS							
0440 2533-4980005 MOBILIZATION	(1) LS	115,000.00000	115,000.00	90,000.00000	90,000.00	320,000.00000	320,000.00
0450 2548-0000100 MILLED SHOULDER RUMBLE STRIPS, HMA SURFACE	454.000 STA	23.50000	10,659.00	30.00000	13,620.00	30.00000	13,620.00
0460 2548-0000110 ASPHALT EMULSION FOR FOG SEAL (SHOULDER RUMBLE STRIPS)	748.300 GAL	0.50000	374.15	5.65000	4,227.90	11.00000	8,231.30
0470 2548-0000200 MILLED SHOULDER RUMBLE STRIPS, PCC SURFACE	21.400 STA	75.00000	1,605.00	75.00000	1,605.00	75.00000	1,605.00
0480 2548-0000310 MILLED CENTERLINE RUMBLE STRIPS, HMA SURFACE	232.700 STA	23.50000	5,468.45	30.00000	6,981.00	30.00000	6,981.00
0490 2548-0000320 MILLED CENTERLINE RUMBLE STRIPS, PCC SURFACE	19.500 STA	75.00000	1,192.50	75.00000	1,192.50	75.00000	1,192.50
0500 2599-9999005 (EACH ITEM) INTAKE TOP REBUILD	20.000 EACH	5,000.00000	100,000.00	5,500.00000	110,000.00	5,000.00000	100,000.00

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		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 ROADWAY ITEMS							
0510 2602-0000309	400.000 LF	5.00000	2,000.00	5.00000	2,000.00	4.00000	1,600.00
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.							
0520 2602-0000351	400.000 LF	0.25000	100.00	0.25000	100.00	0.10000	40.00
REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE							
0530 2602-0010010	5.000 EACH	500.00000	2,500.00	500.00000	2,500.00	500.00000	2,500.00
MOBILIZATIONS, EROSION CONTROL							
0540 2214-7450050	476.600 STA	35.00000	26,213.00	30.00000	14,298.00	80.00000	38,128.00
BLADING AND SHAPING SHOULDER MATERIAL							
0550 2529-8174010	1,480.000 SY	20.80000	30,784.00	21.00000	31,080.00	20.00000	29,600.00
SUBBASE (PATCHES)							
Section Totals:			\$3,816,979.93		\$3,857,778.62		\$4,539,538.70
Contract Item Totals			\$3,816,979.93		\$3,857,778.62		\$4,539,538.70
Contract Time Totals							
Contract Grand Totals			\$3,816,979.93		\$3,857,778.62		4,539,538.70

() indicates item is bid as Lump Sum

CONFIDENTIAL - DESTROY IF PROJECT IS NOT AWARDED

**EXPERIMENTAL PRODUCT USE AGREEMENT
("AGREEMENT")**

This Agreement is between Deere & Company or its subsidiaries and affiliates ("Deere"), User ("User" identified below), and, if checked, Dealer ("Dealer" identified below). The reference to Dealer throughout this Agreement applies only if "Dealer" is checked below.

User Name: _____
Address: _____
Phone Number: _____

Dealer Name: _____
Address: _____
Phone Number: _____

In exchange for use of the Product (defined below), the parties agree as follows:

1. Deere will provide User with the following experimental product, concepts, or designs ("Product")

Product Description: Construction Starfire Grader Pilot

Significant parts list: Starfire Receiver (to be returned to Deere), Display, Harnesses, mounting provisions

Serial Number (PIN), if applicable _____

Deere may deliver software or firmware for use under this Agreement to Dealer or User electronically and in such instances, User's receipt of such software or firmware will be deemed acceptance and will effectively add such software or firmware to the Product defined above.

2. User and Dealer agree that the Product remains the property of Deere throughout the term of this Agreement, and Deere has the right to operate, inspect and update the Product at any time. Until termination of this Agreement, Deere will provide all necessary parts and labor in connection with repair of the Product. Any software in the Product may be used only in the Product in which it was initially installed. User will not assign, transfer, pledge, lease, rent, or share User's rights under this Agreement. User acknowledges that Deere may update any software or firmware in the Product during the Term of this Agreement as often as is deemed appropriate by Deere. User will not: (a) reverse assemble, reverse compile, modify, or otherwise translate the software or firmware in the Product, or attempt to defeat the copyright protection and application enabling mechanisms therein; (b) copy or reproduce the software or firmware.

3. User and Dealer agree that the Product is experimental, is not available for sale and User agrees to have backup product available for use as may be required. User and Dealer will not dispose of the Product in any way without Deere's prior approval and User and Dealer agree that any software or hardware in the Product will not be copied, reverse engineered, or shared in any manner.

4. User agrees:

- a. the Product will be used only by competent operators as part of User's operations by User, User's employees, or Deere;
- b. to follow operational requirements defined by Deere and to use and maintain the Product, including all safety features, in good working order;
- c. to use the Product only as directed by Deere;
- d. to provide Deere with experimental use information and reports as requested by Deere;
- e. that the Product will not be used to plant, harvest, or otherwise work with genetically modified plants designed for use in the production of pharmaceutical or industrial compounds, unless prior written consent is obtained from Deere;

- f. that if the Product connects to or otherwise makes use of a cellular or wireless network ("Network"), User shall only make use of the Network as needed for the purposes of the test, and if User makes use of a Network with the Product for any other purpose, User shall be solely responsible for any costs incurred by such usage;
- g. that User will notify Deere immediately in case the Product or any part of the Product is lost, transferred, stolen, or otherwise no longer within User's control; and
- h. that, as between the parties, any data that is generated by the use of, collected by, or stored in the Product or any hardware or devices interfacing with the Product ("Program Data") is owned by Deere, and Deere may use and disclose Program Data in its sole discretion.

5. User agrees to provide (if item is not checked, Deere to provide):

Competent operators

Other: Motor Grader to install equipment on and access to data collected from machine with installed components and access to data collected from control group motor grader(s).

6. User and Dealer each agrees:

- a. that it is responsible for its employees' adherence to this Agreement;
- b. that all information gained from User's and/or Dealer's experience with the Product including without limitation information relating to the incorporated engineering, design, concept, or features will be held in strict confidence, and that User and Dealer will refrain from disseminating orally, in writing or in any other way, any such information concerning the Product, and User and Dealer further agree;
- c. to take reasonable efforts to prevent unauthorized access to or inspection of the Product;
- d. not to share pictures, or videos, or other copies of the Product or information provided by Deere with anyone unless authorized by Deere;
- e. not to post Product information to the internet or social media;
- f. to make only Deere authorized adjustments on or to the Product;
- g. that any advice, suggestions, or improvements offered by User and/or Dealer relating to the Product ("Feedback"), is owned by Deere and will be held in confidence; and
- h. that Deere may use their information for the purposes of registering Deere's interest in the Product on any register of security interests.

7. Subject to any applicable laws or regulations, User and Dealer hereby assign all right, title, and interest in the Feedback and any intellectual property rights thereof to Deere. If for any reason such an assignment of any Feedback to Deere is not allowed, User and Dealer hereby grant Deere a worldwide, perpetual, irrevocable, sublicensable, fully-paid, exclusive license under any Feedback and/or intellectual property rights thereof in without limitation and/or any duty of accounting. Subject to any applicable laws or regulations, User hereby grants Deere a royalty free, perpetual, worldwide license to use Program Data for business purposes. User acknowledges and agrees that the Program Data may be transferred out of the country where the Program Data is generated to other destinations, including but not limited to the United States of America. User warrants that it has obtained the necessary consent from its employees to comply with any applicable privacy laws or contractual agreements with such employees. User will not use the Product to track the location of any person unless User has first obtained any necessary approvals from such person to permit User, Deere and Dealer to track such location.

8. If use of the Product by User requires that it be moved from its point of delivery:

User will be responsible for transporting the Product

Deere will be responsible for transporting the Product

9. USER UNDERSTANDS AND AGREES THAT THE PRODUCT IS EXPERIMENTAL AND IS PROVIDED "AS IS" AT NO COST TO USER. NO IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR QUALITY IS INCLUDED WITH OR ASSOCIATED WITH THE PRODUCT. USER AGREES THAT EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10a BELOW, DEERE WILL NOT BE LIABLE TO USER IN CONTRACT OR TORT, STRICT LIABILITY, OR OTHERWISE FOR ANY PARTIAL OR TOTAL FAILURE OF THE PRODUCT OR, PERFORMANCE, NONPERFORMANCE OR PROHIBIT DELAYS IN CONNECTION WITH THE USE OF THE PRODUCT. USER FURTHER AGREES THAT DEERE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES RESULTING

FROM USE OR POSSESSION OF THE PRODUCT EVEN IF USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY GUARANTEE, CONDITION, WARRANTY OR TERM IS IMPLIED OR IMPOSED BY ANY APPLICABLE LAW AND CANNOT BE EXCLUDED (A NON-EXCLUDABLE PROVISION), AND DEERE IS ABLE TO LIMIT YOUR REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN LIABILITY FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED EXCLUSIVELY (SO FAR AS APPLICABLE LAWS DO NOT) TO ONE OR MORE OF THE FOLLOWING AT DEERE'S OPTION: THE REPLACEMENT OF THE PRODUCT OR THE SUPPLY OF AN EQUIVALENT PRODUCT, THE REPAIR OF THE PRODUCT, THE PAYMENT OF THE COST OF REPLACING THE PRODUCT OR OF ACQUIRING AN EQUIVALENT PRODUCT, OR THE PAYMENT OF THE COST OF HAVING THE PRODUCT REPAIRED.

10. Indemnity.

- a. Deere agrees to defend, indemnify, and hold User harmless from any and all expenses, attorney's fees, damages, claims, actions, demands, losses, liabilities, and causes of action that arise out of or relate to any injury, loss, or damages to a person who is not a party to this Agreement, that arise out of or relate to the use of Product, and only to the extent that are alleged to arise from design or manufacturing defects in the Product.
- b. User agrees to defend, indemnify, and hold Deere harmless from any and all expenses, attorney's fees, damages, claims, actions, demands, losses, liabilities, and causes of action that arise out of or relate to injury, loss, or damages to a person who is not a party to this Agreement, that arise out of or relate to the use of Product, and that are alleged to arise from User's own actions.
- c. Prompt written notice must be given of any claim. The party who is providing the indemnification will defend, settle, or otherwise dispose of the loss at its own expense. The indemnified party will cooperate in—but not be responsible for paying for—the investigation and defense thereof.

11. Insurance. User, at User's own expense, will carry comprehensive or commercial general liability Insurance or its equivalent endorsed to include contractual liability with minimum limits of U.S. \$1,000,000 bodily injury for each occurrence and U.S. \$1,000,000 property damage for each occurrence. Such insurance will not be suspended, voided, canceled, or reduced in coverage or in limit except after thirty (30) days prior written notice. User will maintain the insurance required under this paragraph at all times during the term of this Agreement.

12. Counterparts. This Agreement may be executed in counterparts and delivered to each of the parties by facsimile or email. Each such counterpart is deemed an original instrument, but all such counterparts taken together constitute one and the same agreement.

13. This Agreement will terminate on August 30, 2024, upon return of the Product, or at any time by notice from User or Deere, whichever is first, provided, however, that the provisions of this Agreement, which by their nature must survive to effectuate their intent, will survive termination of this Agreement, including Sections 4(f), 6(a), 6(b), 6(d), 6(e), 6(g), 9, 10, 11, and 12. Unless otherwise agreed in writing, upon termination of this Agreement, User and Dealer will immediately surrender possession of the Product, as well as any other items furnished to User or Dealer in connection with this Agreement and User will allow Deere or its designee access to User's premises to remove the Product.

14. This License Agreement will be governed by and construed in accordance with the substantive laws in force in the State of Iowa, U.S.A. The respective courts of Jasper County, Iowa have exclusive jurisdiction over all disputes relating to this License Agreement.

15. The parties understand and agree that, while translated versions of this Agreement or portions of this Agreement may be provided for convenience, in the event of a conflict between the English language version and any translated version, the English language version will prevail in all respects. If you are a resident of Canada at the time you accept this Agreement, then the parties hereby acknowledge that they have required this Agreement, and all other documents relating hereto, be drawn up in the English language only. *Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis à être conclu ou donné en vertu des stipulations du présent contrat, soient rédigés en langue anglaise seulement.*

16. The parties each agree that no participant or representative of any party will be asked to participate in this program beyond such person's individual comfort level. Each party will have sole responsibility to ensure that its representatives have appropriate equipment and are willing participants in this program.

17. User agrees that Deere may access and use data from User's John Deere Organization relating to this evaluation program for Deere's internal business purposes, and User will cooperate with Deere to enable data-sharing if and as needed.

Deere & Company Contact Name and Number: Jon Pettersen (309-203-9992)

By:

Date:

Dealer Contact Name and Number:

By:

Date:

User Contact Name and Number:

By:

Date:

As used in sections 9 and 10 "Deere" includes Deere's officers, directors, agents and employees.

Tuesday, August 15, 2023, the Jasper County Board of Supervisors met in regular session at 1:00 p.m. with Supervisors Talsma and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Cupples, seconded by Talsma to adopt Resolution 23-70, 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>
Secondary Roads	Skilled Laborer	Kyle Flora	\$24.25	Hire-In Grade III	08/28/2023

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Skilled Laborer	Madison Hay	\$24.25	Hire-In Grade III	09/01/2023

YEA: TALSMA & CUPPLES

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

Engineer, Mike Frietsch, presented bids for the stockpile of pipe culvert materials. There were two bids submitted:

Contech Engineered Solutions	\$56,767.95
Metal Culverts, Inc	\$57,727.10

Motion by Cupples, seconded by Talsma to approve the bid from Contech Engineered Solutions in the amount of \$56,767.95 for adding pipe culvert materials to the stockpile.

YEA: TALSMA & CUPPLES

Engineer, Mike Frietsch, presented bids for materials on bridge K05 replacement with a culvert. There were two bids submitted:

Contech Engineered Solutions	\$64,367.00
Metal Culverts, Inc	\$77,081.05

Motion by Cupples, seconded by Talsma to approve the bid from Contech Engineered Solutions in the amount of \$64,367.00 for materials on Bridge K05 replacement to a culvert.

YEA: TALSMA & CUPPLES

Motion by Cupples, seconded by Talsma to approve claims paid through August 15, 2023.

YEA: TALSMA & CUPPLES

Motion by Cupples, seconded by Talsma to approve Board of Supervisors minutes from August 8, 2023.

YEA: TALSMA & CUPPLES

Motion by Cupples, seconded by Talsma to adjourn the Tuesday, August 15, 2023, meeting of the Jasper County Board of Supervisors.

YEA: TALSMA & CUPPLES

Jenna Jennings, Auditor

Brandon Talsma, Chairman