



# BOARD OF SUPERVISORS

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

Denny Stevenson

Doug Cupples

Brandon Talsma

**August 13, 2024**

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 Buildings and Grounds – Adam Sparks

- a) Armory Key Fob System

### Item 2 Attorney – Nicholas Pietrack

- a) Westlaw Contract for County Attorney's Office

### Item 3 Engineer – Mike Frietsch

- a) Memorandum of Understanding between Jasper County, Daniel Runner, and David Runner for Storm Sewer Crossing Public Right-of-Way E 116<sup>th</sup> St N and N 107<sup>th</sup> Ave E
- b) Standard Agreement for Professional Services (Bridge D05 Replacement)
- c) Standard Agreement for Professional Services (Bridge M03 Replacement)
- d) Accept Bid Proposal from Oden Enterprises, Inc for Steel Superstructure to Replace Bridge C05
- e) Accept Bid Proposal from Oden Enterprises, Inc for Steel Superstructure to Replace Bridge K15
- f) Accept Bid Proposal from Oden Enterprises, Inc for Steel Superstructure to Replace Bridge D05
- g) Approval of Plans for Project STP-S-C050(144)—5E-50 HMA Resurfacing with Milling F-48W from IA117 to Bridge N03

### Item 4 Approval of Claims Paid through August 13, 2024

### Item 5 Approval of Board of Supervisors Minutes for August 6, 2024

### Item 6 Board Appointments

## PUBLIC INPUT & COMMENTS

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**After the Regular Meeting – Work Session**

**SCI Communications**

Phone: (515) 339-7860  
2000 E Army Post RD, Suite C  
Des Moines, IA 50317

**Quote**

No.: **10159**  
Date: **6/3/2024**

Prepared for:  
Adam Sparks (641) 521-8844  
Jasper County Courthouse  
101 1st Str. North Room 108  
Newton, IA 50208 USA

Prepared by: Jerry Brown  
Account No.: 10498  
Phone: (641) 791-2609

| Quantity | Description  | UOM |
|----------|--|-----|
| 1        | LifeSafety Power Power Enclosure 75 Watt 2 Door                                |     |
| 3        | HID Global Pigtail Card Reader 40NKS Black                                     |     |
| 1        | HES Electric Strike 9600 Series Universal Stainless Steel For Rim Exit Devices |     |
| 500      | Prysmian Access Control Plenum Yellow Cable                                    |     |
| 1        | HID Global Mercury Board Intelligence Controller LP1501 Red                    |     |
| 1        | Panasonic Mercury Board With Dual Doors  |     |
| 24.00    | E Class Labor  |     |

|                    |                   |
|--------------------|-------------------|
| <b>Your Price:</b> | <b>\$6,857.85</b> |
| <b>Total:</b>      | <b>\$6,857.85</b> |

Prices are firm until 6/17/2024      Terms: Net 30

**Prepared by:** Jerry Brown, Jerry@sci-iowa.com

**Date:** 6/3/2024

Scope of work for Armory:

- Install 3 doors with door access
- SCI will install 1 new FPO75 power enclosure for door access boards
- SCI will install 1 new LP1501 Control board
- SCI will intstall 1 new MR52-S3B access control expansion board
- SCI will install 3 new NKS40 HID card readers
- SCI will install wiremold where needed
- SCI will intall 4EPL1S wire for doors
- SCI will program 3 doors into the system
- SCI will train customer on the use of the software

Assumptions to Pricing  
Networking Services

- Bid Validity** - All quotations are valid for acceptance within 10 calendar days from the date of issue. Due to the extraordinary market condition that exists today, SCI, Inc. can only guarantee pricing for ten (10) days.
- Price Policy** - Unless otherwise agreed to by both parties, all quoted labor prices are firm for work completed during the 12 month period immediately following the date of quotation. SCI, Inc. reserves the right to review all prices at the end of this 12 month period. Prices quoted do not include any applicable sales use taxes or bonds. Prices are also based upon the scope of work defined in the Request for Proposal (RFP) and/or SCI, Inc.'s proposal. In the event that the

Brandon Talsma, Board Chairperson

Attest: Jenna Jennings, County Auditor



Door Access

Prepared For

Jasper County Information Systems
Ryan Eaton
101 1st Street Room N 108
Newton, IA 50208

Quote #: 347171v1

Prepared By

Keri McMahon
Solutions Consultant
Direct: (515) 400-8296
kcmahon@hbs.net



This quote has not been approved. Please review the terms, and sign below.

Form with fields: I accept the above conditions, Your Initials, Your Email Address

1. Your Proposal

Download and review your PDF document here:



2. Review and Select Your Options

Your Available Options

Door Access

Services

Quote Summary

Table with 2 columns: Item, One-Time. Includes Door Access Subtotal (\$6,191.69), Services Subtotal (\$7,295.00), Total Amount (\$13,486.69)

Update Options

Comments or questions?

If you have any comments or questions about this quote, please feel free to enter it here. Your comment will be logged and emailed to kcmahon@hbs.net.

Submit Question / Comment

3. Approval

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.

I accept the above conditions

E-Signature

Your Initials:

Your Email Address:

Your Title:
CIO

Brandon Talsma, Board Chairperson

Attest: Jenna Jennings, County Auditor

|   |  |                             |
|---|--|-----------------------------|
|  <b>Thomson Reuters™</b> | <b>Order Form</b><br>Contact your representative michael.t.johnson@thomsonreuters.com with any questions. Thank you. | <b>Order ID: Q-08678278</b> |
|---|--|-----------------------------|

**Sold To Account Address**  
 Account #: 1000463381  
 JASPER COUNTY ATTORNEY  
 114 W 3RD ST N  
 NEWTON IA 50208-3039 US  
 "Customer"

**Shipping Address**  
 Account #: 1000463381  
 JASPER COUNTY ATTORNEY  
 114 W 3RD ST N  
 NEWTON IA 50208-3039 US

**Billing Address**  
 Account #: 1000463381  
 JASPER COUNTY ATTORNEY  
 114 W 3RD ST N  
 NEWTON, IA 50208-3039  
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

**ProFlex Products**  
See Attachment for details

| Material # | Product      | Monthly Charges | Minimum Terms (Months) |
|------------|--------------|-----------------|------------------------|
| 40757482   | West Proflex | \$1,509.35      | 36                     |

**Bridge Products**

| Material # | Product      | Quantity | Unit | Bridge Monthly Charges | Bridge Term (Months) |
|------------|--------------|----------|------|------------------------|----------------------|
| 40757482   | West Proflex | 1        | Each | \$1,124.34             | 4                    |

**Bridge Terms**

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

**Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

**Post Minimum Terms**

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.



Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

#### Miscellaneous

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Material Change.** If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>  
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

**Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

**Amended Terms and Conditions**

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-08678278**

|  |       |
|--|-------|
| Signature of Authorized Representative for order | Title |
| Printed Name                                     | Date  |

This Order Form will expire and will not be accepted after 9/27/2024.

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



**Thomson Reuters™**

**Attachment**

**Order ID: Q-08678278**

Contact your representative michael.t.johnson@thomsonreuters.com with any questions. Thank you.

**Payment, Shipping, and Contact Information**

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000463381  
This order is made pursuant to:

**Order Confirmation Contact (#28)**

Contact Name: Pietrack, Nicholas  
Email: npietrack@jaspercoatty.org

**eBilling Contact**

Contact Name Nicholas Pietrack  
Email npietrack@jaspercoatty.org

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**ProFlex Multiple Location Details**

| Account Number | Account Name           | Account Address                              | Action |
|----------------|------------------------|--|--------|
| 1000463381     | JASPER COUNTY ATTORNEY | 114 W 3RD ST N<br>NEWTON<br>IA 50208-3039 US | New    |

**ProFlex Product Details**

| Quantity | Unit      | Service Material # | Description   |
|----------|-----------|--------------------|---|
| 1        | Each      | 40757482           | West Proflex  |
| 5        | Attorneys | 43102993           | Westlaw Precision Preferred with AI-Assisted Research National Primary Law, Enterprise access, Government |
| 5        | Attorneys | 42077868           | Westlaw Multi-State Analytical, Enterprise access, Government   |
| 5        | Attorneys | 41935298           | Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)                              |
| 5        | Attorneys | 41985648           | Gvt - Related Documents For Government (Westlaw PRO™)   |

**Account Contacts**

| Account Contact First Name | Account Contact Last Name | Account Contact Email Address | Account Contact Customer Type Description |
|----------------------------|---------------------------|-------------------------------|---|
| Nicholas                   | Pietrack                  | npietrack@jaspercoatty.org    | EML PSWD CONTACT                          |

**Lapsed Products**

| Sub Material | Active Subscription to be Lapsed   |
|--------------|--|
| 40757481     | West Proflex   |
| 41935299     | Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™) |
| 42077867     | Westlaw Multi-State Analytical, Enterprise access, Government                |
| 41985649     | Gvt - Related Documents For Government (Westlaw PRO™)                        |
| 42076680     | Gvt - National Primary Core  |

**Charges During Minimum Term**

| Material # | Product Name | Year 1 Charges per Billing Freq | % incr Yr 1-2* | Year 2 Charges per Billing Freq | % incr Yr 2-3* | Year 3 Charges per Billing Freq | % incr Yr 3-4* | Year 4 Charges per Billing Freq | % incr Yr 4-5* | Year 5 Charges per Billing Freq | Billing Freq |
|------------|--------------|---------------------------------|----------------|---------------------------------|----------------|---------------------------------|----------------|---------------------------------|----------------|---------------------------------|--------------|
| 40757482   | West Proflex | \$1,509.35                      | 5.00%          | \$1584.82                       | 5.00%          | \$1664.06                       | N/A            | N/A                             | N/A            | N/A                             | Monthly      |

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

**MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY,  
IOWA, DANIEL D RUNNER, AND DAVID A RUNNER CONCERNING  
INSTALLATION AND FUTURE MAINTENCE OF PRIVATE UTILITIES  
CROSSING PUBLIC ROAD EASEMENTS**

1. **PARTIES.** This Memorandum of Understanding (“MOU”) is between Jasper County, Iowa, (“Jasper County”), Daniel D Runner (Daniel Runner), and David A Runner (“David Runner”).
2. **PURPOSE.** The purpose of this Memorandum of Understanding is to address private utility crossings, internal to the properties owned by Daniel D Runner, David A Runner, and/or its current or future tenants, within the respective right-of-way of Jasper County with respect to the roadways known as N 107<sup>th</sup> Ave E and E 116<sup>th</sup> St N in Jasper County (collectively, the “ROW”), and located between the real estate owned by Daniel Runner (“Property A”) known as 10787 E 116<sup>th</sup> St N Gilman, IA 50106, and legally described as

Parcel A in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) Section Six (6), Township Eighty-one (81) North, Range Seventeen (17) West of the 5<sup>th</sup> P.M. in Jasper County, Iowa, as appears in plat recorded in Book 1156 Page 407 in the office of the Recorder of Jasper County, Iowa

and the real estate owned by David A Runner (“Property B”) known as 11473 N 107<sup>th</sup> Ave E Gilman, IA 50106, and legally described as:

A tract of land, described as the North 670.35 feet of the East 1300.00 feet of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 7, Township 81 North, Range 17 West of the 5<sup>th</sup> P.M., Jasper County, Iowa, as recorded in the deed found in Book 939 Page 280 in the office of the Recorder of Jasper County, Iowa.

and the real estate owned by David A Runner (“Property C”), and legally described as:

A tract of land, described as the Northwest (NW ¼) of the Northwest (NW ¼) of Section 8, Township 81 North, Range 17 West of the 5<sup>th</sup> P.M., Jasper County, Iowa



3. **TERM OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding is effective upon the date of its signing, and it shall be perpetual unless otherwise noted hereafter.

4. **JASPER COUNTY DUTIES AND OBLIGATIONS.**

Upon mutual acceptance of this agreement, Jasper County shall allow the installation, use, operation, maintenance, repair and/or replacement of a gravity (non-pressurized) storm sewer pipeline (Storm Sewer) across the ROW but within the ROW Corridors (as defined below) by Daniel Runner and David Runner. Jasper County will remain responsible for maintenance and improvement of N 107<sup>th</sup> Ave E and E 116<sup>th</sup> St N, including the ROW Corridors. Before performing maintenance and improvement work on N 107<sup>th</sup> Ave E or E 116<sup>th</sup> St N within the ROW Corridors that involves excavation, Jasper County shall call Iowa One Call (811) and use reasonable efforts to avoid damage to Storm Sewer placed within the ROW Corridors by Daniel Runner and David Runner.

5. **DANIEL AND DAVID RUNNER DUTIES AND OBLIGATIONS.** Upon the mutual acceptance of this agreement, and subject to its terms, Daniel Runner and David Runner shall be entitled to install, operate, maintain, repair and/or replace Storm Sewer within a 20 foot wide corridor across the ROW of N 107<sup>th</sup> Ave E and E 116<sup>th</sup> St N (the "ROW Corridors"), such ROW Corridors to consist of the following:

Corridor 1

A corridor starting 100 feet south of the southeast corner of the existing right-of-way at the intersection of N 107<sup>th</sup> Ave E and E 116<sup>th</sup> St N and on the east right-of-way line of E 116<sup>th</sup> St N, hereby known as the point of beginning (POB); thence south 20 feet from POB along the east right-of-way line of E 116<sup>th</sup> St N; thence west to the west right-of-way line at a bearing perpendicular to said right-of-way line, thence north 20 along the west right-of-way line, thence east back to the POB.

Corridor 2

A corridor starting at the northwest corner of the existing right-of-way at the intersection of N 107<sup>th</sup> Ave E and E 116<sup>th</sup> St N, hereby known as the point of beginning (POB); thence south from POB to the southwest corner of the existing right-of-way at the intersection of N 107<sup>th</sup> Ave E and E 116<sup>th</sup> St N; thence west 20 feet along existing south right-of-way line of N 107<sup>th</sup> Ave E, thence north to north right-of-way line of N 107<sup>th</sup> Ave E at a bearing perpendicular to said right-of-way line; thence east back to the POB.

A ROW Corridors Map is attached as Exhibit A to this MOU.

An executed copy of this MOU shall be recorded by Daniel Runner with the Jasper County, Iowa Recorder. Daniel Runner shall be responsible for reporting the presence of this Storm Sewer to Iowa One Call (811) and to provide a system to trace and/or locate Storm Sewer within the ROW corridors. Jasper County shall be held harmless from

damages to the Storm Sewer by other utilities located in the right-of-way if said utilities should need to be maintained, modified, or replaced within the ROW Corridors.

Daniel Runner shall be responsible at his expense for repairing the ROW Corridors after installation of utilities including the pipeline, and for any damage caused by such installation, or the use or operation of such utilities, and shall also be responsible at its expense for making any repairs to the ROW Corridors after any subsequent maintenance, repair or replacement of utilities it installs within the ROW Corridors, and said utilities shall be limited to Storm Sewer. Daniel Runner (or its successors and assigns) shall maintain responsibility for the use, operation, maintenance, repair and/or replacement of the Storm Sewer within the ROW Corridors.

Daniel Runner agrees to indemnify and hold harmless Jasper County for any claims asserted by any third party for personal injury, death or property damage to the extent caused by any negligent acts or omissions of Daniel Runner or any of its agents, with respect to the installation, operation, maintenance, repair and/or replacement of Storm Sewer by Daniel Runner within the ROW Corridors. Provided Jasper County comply with its obligations under the last sentence of Section 4 above, Daniel Runner shall be responsible at its expense for repairing the Storm Sewer placed by Daniel Runner within the ROW Corridors with respect to damages caused by roadwork performed by Jasper County on either N 107<sup>th</sup> Ave E or E 116<sup>th</sup> St N.

6. **REMEDIES OF THE PARTIES.** Jasper County, Daniel Runner, and David Runner are entitled to utilize any and all remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain a judgment for costs and reasonable attorney fees. However, the parties agree that any legal disputes would be litigated in Jasper County, Iowa.
  
7. **MODIFICATION OF MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding may be modified only by written agreement between the parties. No party has the right to revoke or modify any provision of this agreement, including the term, without the prior written consent of the other parties hereto. Nothing in this Memorandum of Understanding shall prevent Daniel Runner from leasing Property A or David Runner from leasing Properties B and C to a tenant or tenants, including the right to use operate, maintain, repair and/or replace Storm Sewer placed in the ROW Corridors by Daniel Runner.
  
8. **MISCELLANEOUS.** This Memorandum of Understanding (a) is binding upon and shall inure to the benefit of the parties and their respective successors and assigns, and (b) may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement. The rights granted by Jasper County under this Memorandum of Understandings shall run with the land comprising Property A, Property B, and Property C.

**(SIGNATURE LINES ON PAGE 4)**

The parties are causing this Memorandum of Understanding to be become binding and effective as of the date when all parties have signed this Memorandum of Understanding.

JASPER COUNTY, IOWA

By: \_\_\_\_\_  
Brandon Talsma, Chairman  
Jasper County Board of Supervisors

ATTEST:


By: \_\_\_\_\_  
Jenna Jennings, Auditor  
Jasper County, Iowa  
Date: \_\_\_\_\_, 2024

DANIEL D RUNNER

By:   
Daniel D Runner, Owner Property A

Date: August 6, 2024

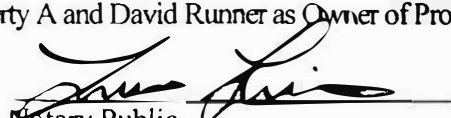
DAVID A RUNNER

By:   
David A Runner, Owner Property B  
Owner Property C

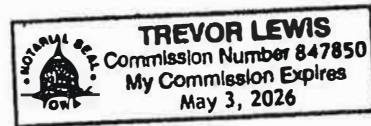
Date: August 6, 2024

STATE OF IOWA )  
 )  
COUNTY OF Jasper ) SS:

This record was acknowledged before me on August 6, 2024, by Daniel Runner as Owner of Property A and David Runner as Owner of Property B and Property C.

  
Notary Public

STATE OF IOWA )  
 )  
COUNTY OF JASPER ) SS:

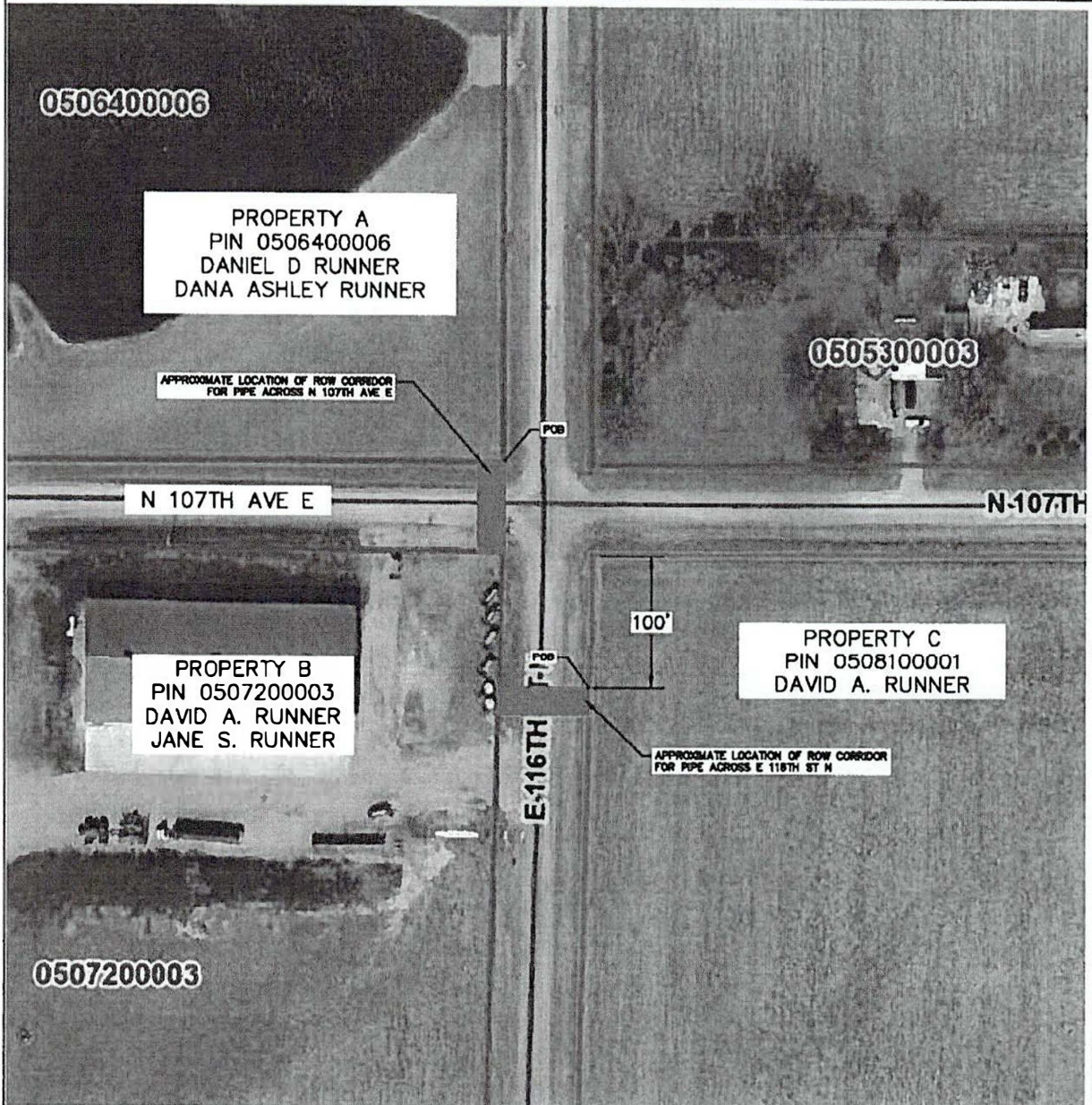


This record was acknowledged before me on \_\_\_\_\_, 2024, by and **Jenna Jennings**, as the **Chairman of the Board of Supervisors**, and **Auditor**, respectively, of **Jasper County, Iowa**.

\_\_\_\_\_  
Notary Public



Exhibit A  
ROW Corridor Map



# ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Bridge D05 Replacement PN: 241301  
 PROJECT ADDRESS: N. 107<sup>th</sup> Ave. W. over Mud Creek  
Section 12, Clear Creek Township, Jasper County, Iowa  
 CLIENT: Jasper County Engineer Attn: Rick Elliott, Survey Design Specialist  
 ADDRESS: 910 N 11<sup>th</sup> Avenue  
Newton, IA 50208

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 2 borings 75 +/- feet deep with blow counts in both abutment borings, laboratory testing, LRFD soil design parameters for driven pile, typed boring logs, and written report.

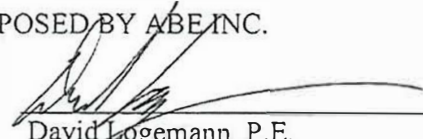
**COMPENSATION TERMS:** Total cost for the above scope of services will be \$7,900.00. If soil and bridge profile sections warrant slope stability evaluation this analysis can be added for a cost of \$1,000. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will temporarily close the road and/or provide traffic control during drilling operations, the costs of which is not included in the above fee.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one week later with the written report. ABE will contact only Iowa One Call for public utility locates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By:   
David Logemann, P.E.

By: \_\_\_\_\_  
Printed Name

Title: Senior Principal Engineer

Title: \_\_\_\_\_

Date: August 5, 2024

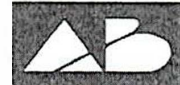
Date: \_\_\_\_\_

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

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



# ALLENDER BUTZKE ENGINEERS INC.



GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.

## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

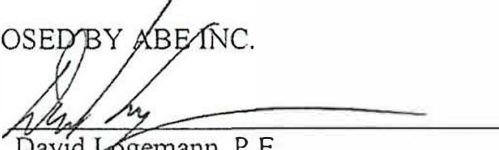
**PROJECT NAME:** Bridge M03 Replacement **PN:** 241302  
**PROJECT ADDRESS:** S. 24<sup>th</sup> Ave. W.  
Section 5, Palo Alto Township, Jasper County, Iowa  
**CLIENT:** Jasper County Engineer Attn: Rick Elliott, Survey Design Specialist  
**ADDRESS:** 910 N 11<sup>th</sup> Avenue  
Newton, IA 50208

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, boring locations, utility locations (Iowa One Call), drill 2 borings 40 +/- feet deep with blow counts in both abutment borings, laboratory testing, LRFD soil design parameters for driven pile, typed boring logs, and written report.

**COMPENSATION TERMS:** Total cost for the above scope of services will be \$6,000.00. Consultation subsequent to completion of report invoiced at current engineering rates. We assume the county will temporarily close the road and/or provide traffic control during drilling operations, the costs of which is not included in the above fee.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one week later with the written report. ABE will contact only Iowa One Call for public utility locates.

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 By:   
 David Logemann, P.E.  
 Title: Senior Principal Engineer  
 Date: August 5, 2024

ACCEPTED FOR CLIENT  
 By: \_\_\_\_\_  
 Printed Name  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

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



**L-C050(C05)--73-50**

**Jasper County**

**Bid Tabulation**

**Project Award Amount:** \$0.00

**Route:** N 115th Ave W

**Location:** Over Snipe Creek, from E 12th St N, west 1.1 miles

**Work Type:** Bridges

**Letting Date:** 8/8/2024 10:00 AM

**Approximate Start Date:** 7/7/2025

**Contract Period:** 30 Work Days

**Award Recommendation:** Oden Enterprises, Inc

| Rank | Contractor            | Total Bid    | Percent of Estimate | % Over Low Bid |
|------|-----------------------|--------------|---------------------|----------------|
| 1    | Oden Enterprises, Inc | \$122,264.68 | 100.80%             | 0.00%          |

L-C050(C05)--73-50

Jasper County

Bid Tabulation

|                            |   |          |       | Engineer's Estimate |                     | Oden Enterprises, Inc<br>Wahoo, NE 68066 |                     |
|----------------------------|---|----------|-------|---------------------|---------------------|--|---------------------|
|                            | Item Number/Description   | Quantity | Units | Unit Price          | Extended Price      | Unit Price                               | Extended Price      |
| 1.                         | 2599-9999005<br>80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-... | 1        | EACH  | \$121,293.00        | \$121,293.00        | \$122,264.68                             | \$122,264.68        |
| <b>Contract Totals</b>     |   |          |       |                     | <b>\$121,293.00</b> |  | <b>\$122,264.68</b> |
| <b>Percent of Estimate</b> |   |          |       |                     | <b>100.00%</b>      |  | <b>100.80%</b>      |

# NOTICE TO BIDDERS

## Project Number: L-C050(C05)--73-50

Sealed bids will be accepted by the County Engineer of Jasper County at their office in Newton, Iowa, until 10:00 AM, on Thursday, August 8, 2024 for the various items of construction work listed below.

A Certified check, made payable to the County, or a Cashier's check, made payable to either the County or to the contractor, drawn upon a solvent bank or a bid bond, shall be filed with each proposal in an amount as set forth in the proposal form. Cashier' check, made payable to the contractor, shall contain an unqualified endorsement to the County signed by the contractor or his authorized agent. Failure to execute a contract and file an acceptable bond and Certificate of Insurance within 30 days of the date of the approval for awarding of the contract, as herein provided, will be just and sufficient cause for the denial of the award and the forfeiture of the proposal guaranty.

Plans, specifications and proposal forms for the work may be seen and may be secured at County Engineer's Office at 910 N. 11th Ave. E., Newton, IA, 50208-1866

All proposals must be filed on the forms furnished by the County, sealed and plainly marked. Proposals containing any reservations not provided for in the forms furnished may be rejected, and the County Board reserves the right to waive technicalities and to reject any or all bids.

Attention of bidders is directed to the Special Provisions covering the qualifications of bidders and subletting or assigning of the contract.

As a condition precedent to being furnished a proposal form, a prospective bidder must be on the current Iowa Department of Transportation or local county list of qualified bidders; except that this requirement will not apply when bids are received solely for materials, supplies, or equipment.

JASPER County shall issue sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and an subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Description of the Proposed Work : L-C050(C05)--73-50

80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail

| Description  | Units | Quantity |
|--|-------|----------|
| 80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail | EACH  | 1        |

Total Proposal Guaranty Is \$0.00; 30 Working Days; Approximate Start Date: 7/7/2025; \$0.00/Day Liquidated Damages.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

---

By: Jenna Jennings, Jasper County Auditor

# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-C050(C05)--73-50

Type of Work Bridges

System: Local

Miles: 0.000

Location and Description : N 115th Ave W: Over Snipe Creek, from E 12th St N, west 1.1 miles

80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail.

Proposal of: Oden Enterprises, Inc.

Name of Bidder  
PO Box 26

Street Address  
Wahoo NE 68066

City State Zip Code  
47-0551230

Federal Tax I.D. Number  
800-950-6336 402-443-5289 stu\_eoden@yahoo.com

Phone Fax Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

| Work Days                 | Date Type              | Date     | Liquidated Damages Per Day |
|---------------------------|------------------------|----------|----------------------------|
| 30                        | Approximate Start Date | 7/7/2025 | \$0.00                     |
| Proposal Guaranty: \$0.00 |                        |          |                            |

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

[Signature] 8-7-2024

Signature Date

\_\_\_\_\_  
 Signature Date

Date of Letting: Thursday, August 8, 2024, 10:00 AM, Engineer's Office, Newton, Iowa

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



**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project L-C050(C05)--73-50**

Type of work : Bridges

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

| Item Number       | Description  | Units | Quantity | Unit Price          | Total      |
|-------------------|--|-------|----------|---------------------|------------|
| <b>Division 1</b> |  |       |          |                     |            |
| 1. 2599 - 9999005 | 80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail | EACH  | 1        | 122,264.68          | 122,264.68 |
| <b>Total Bid</b>  |  |       |          | <b>\$122,264.68</b> |            |

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

# Addendum 1

L-C050(C05)-73-50

Jasper County

8/8/2024 10:00 AM

Type of Work: Bridges

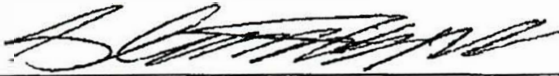
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Miles: 0.000

## Addendum Details

Superstructure steel package design shall be considered part of the work. Signed and sealed shop drawings, fabrication drawings, or other equivalent plan information shall be provided as part of the steel delivery process. Submittal shall provide all reactions and loadings to show compliance with HL-93. Submittal shall provide information on the structural shapes being supplied for each component of the superstructure such as the girders, diaphragms, guardrail post and beams, steel decking, edge channel, shear studs, stiffeners, and other miscellaneous shapes required for a complete structure. In addition, the submittal shall include a structural steel framing plan showing girder shape, spacing, and diaphragm locations, guardrail post layout and connection details to girders, steel decking details, end and intermediate diaphragm details, stiffener details, and individual girder details. This submittal shall be provided to the owner prior to production for their review.

The Responsibility for notifying potential subcontractors or suppliers lies with the proposal holder.



Signature

8-7-2024

Date

Addendum must be signed and attached to Proposal or the bid will be rejected.

**L-C050(K15)--73-50**

**Jasper County**

**Bid Tabulation**

**Project Award Amount:** \$0.00

**Route:** S 36th Ave E

**Location:** Over Sugar Creek, from Hwy T-38 S, east 0.8 miles

**Work Type:** Bridges

**Letting Date:** 8/8/2024 10:00 AM

**Approximate Start Date:** 7/7/2025

**Contract Period:** 30 Work Days

**Award Recommendation:** Oden Enterprises, Inc

| Rank | Contractor            | Total Bid    | Percent of Estimate | % Over Low Bid |
|------|-----------------------|--------------|---------------------|----------------|
| 1    | Oden Enterprises, Inc | \$122,264.68 | 100.80%             | 0.00%          |

**L-C050(K15)--73-50  
Jasper County  
Bid Tabulation**

|                            |   |          |       | Engineer's Estimate |                | Oden Enterprises, Inc<br>Wahoo, NE 68066 |                     |
|----------------------------|---|----------|-------|---------------------|----------------|--|---------------------|
|                            | Item Number/Description   | Quantity | Units | Unit Price          | Extended Price | Unit Price                               | Extended Price      |
| 1.                         | 2599-9999005<br>80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-... | 1        | EACH  | \$121,293.00        | \$121,293.00   | \$122,264.68                             | \$122,264.68        |
| <b>Contract Totals</b>     |   |          |       |                     |                | <b>\$121,293.00</b>                      | <b>\$122,264.68</b> |
| <b>Percent of Estimate</b> |   |          |       |                     |                | <b>100.00%</b>                           | <b>100.80%</b>      |



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80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail

| Description  | Units | Quantity |
|--|-------|----------|
| 80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail | EACH  | 1        |

Total Proposal Guaranty is \$0.00; 30 Working Days; Approximate Start Date: 7/7/2025; \$0.00/Day Liquidated Damages.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

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By: Jenna Jennings, Jasper County Auditor

# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-C050(K15)--73-50

Type of Work: Bridges

System: Local

Miles: 0.000

Location and Description : S 36th Ave E: Over Sugar Creek, from Hwy T-38 S, east 0.8 miles

80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail

Proposal of: Oden Enterprises, Inc.

Name of Bidder

PO Box 26

Street Address

Wahoo

NE

68066

City

State

Zip Code

47-0551230

Federal Tax I.D. Number

800-950-6336

402-443-5289

stu\_oden@yahoo.com

Phone

Fax

Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

| Work Days                        | Date Type              | Date     | Liquidated Damages Per Day |
|----------------------------------|------------------------|----------|----------------------------|
| 30                               | Approximate Start Date | 7/7/2025 | \$0.00                     |
| <b>Proposal Guaranty: \$0.00</b> |                        |          |                            |

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Signature

Date

8-7-2024

Signature

Date

Date of Letting: Thursday, August 8, 2024, 10:00 AM, Engineer's Office, Newton, Iowa

Attest: Jenna Jennings, County Auditor

Date

**SCHEDULE OF PRICES -- PROPOSAL**  
**Jasper County, Iowa -- Project L-C050(K15)--73-50**

Type of work : Bridges

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| Division 1        |  |       |          |              |            |
| 1. 2599 - 9999005 | 80' Steel Girder Bridge Superstructure 80'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail | EACH  | 1        | 122,264.68   | 122,264.68 |
| Total Bid         |  |       |          | \$122,264.68 |            |

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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# Addendum 1

L-C050(K15)--73-50

Jasper County

8/8/2024 10:00 AM

Type of Work: Bridges

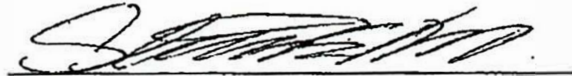
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Signature

8-7-2024

Date

Addendum must be signed and attached to Proposal or the bid will be rejected.

**L-C050(D05)--73-50**

**Jasper County**

**Bid Tabulation**

**Project Award Amount:** \$0.00

**Route:** N 107th Ave W

**Location:** Over Clear Creek, from W 100th St N, east 1.2 miles

**Work Type:** Bridges

**Letting Date:** 8/8/2024 10:00 AM

**Approximate Start Date:** 7/7/2025

**Contract Period:** 30 Work Days

**Award Recommendation:** Oden Enterprises, Inc

| Rank | Contractor            | Total Bid    | Percent of Estimate | % Over Low Bid |
|------|-----------------------|--------------|---------------------|----------------|
| 1    | Oden Enterprises, Inc | \$377,388.70 | 94.35%              | 0.00%          |



**L-C050(D05)--73-50  
Jasper County  
Bid Tabulation**

|                            |   |          |       | Engineer's Estimate |                     | Oden Enterprises, Inc<br>Wahoo, NE 68066 |                     |
|----------------------------|---|----------|-------|---------------------|---------------------|--|---------------------|
|                            | Item Number/Description   | Quantity | Units | Unit Price          | Extended Price      | Unit Price                               | Extended Price      |
| 1.                         | 2599-9999001<br>120' Steel Girder Bridge Superstructure 120'x24'-6" Deck on a 0° Skew, H... | 1.0      | ACRE  | \$400,000.00        | \$400,000.00        | \$377,388.70                             | \$377,388.70        |
| <b>Contract Totals</b>     |   |          |       |                     | <b>\$400,000.00</b> |  | <b>\$377,388.70</b> |
| <b>Percent of Estimate</b> |   |          |       |                     | <b>100.00%</b>      |  | <b>94.35%</b>       |

# NOTICE TO BIDDERS

## Project Number: L-C050(D05)--73-50

Sealed bids will be accepted by the County Engineer of Jasper County at their office in Newton, Iowa, until 10:00 AM, on Thursday, August 8, 2024 for the various items of construction work listed below.

A Certified check, made payable to the County, or a Cashier's check, made payable to either the County or to the contractor, drawn upon a solvent bank or a bid bond, shall be filed with each proposal in an amount as set forth in the proposal form. Cashier's check, made payable to the contractor, shall contain an unqualified endorsement to the County signed by the contractor or his authorized agent. Failure to execute a contract and file an acceptable bond and Certificate of Insurance within 30 days of the date of the approval for awarding of the contract, as herein provided, will be just and sufficient cause for the denial of the award and the forfeiture of the proposal guaranty.

Plans, specifications and proposal forms for the work may be seen and may be secured at County Engineer's Office at 910 N. 11th Ave. E., Newton, IA, 50208-1866

All proposals must be filed on the forms furnished by the County, sealed and plainly marked. Proposals containing any reservations not provided for in the forms furnished may be rejected, and the County Board reserves the right to waive technicalities and to reject any or all bids.

Attention of bidders is directed to the Special Provisions covering the qualifications of bidders and subletting or assigning of the contract.

As a condition precedent to being furnished a proposal form, a prospective bidder must be on the current Iowa Department of Transportation or local county list of qualified bidders; except that this requirement will not apply when bids are received solely for materials, supplies, or equipment.

JASPER County shall issue sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and an subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Description of the Proposed Work : L-C050(D05)--73-50

120' Steel Girder Bridge Superstructure 120'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail

| Description  | Units | Quantity |
|--|-------|----------|
| 120' Steel Girder Bridge Superstructure 120'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail | ACRE  | 1.0      |

Total Proposal Guaranty Is \$0.00; 30 Working Days; Approximate Start Date: 7/7/2025; \$0.00/Day Liquidated Damages.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

By: Jenna Jennings, Jasper County Auditor

# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-C050(D05)-73-50

Type of Work: Bridges

System: Local

Miles: 0.000

Location and Description : N 107th Ave W: Over Clear Creek, from W 100th St N, east 1.2 miles

120' Steel Girder Bridge Superstructure 120'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail

Proposal of: Oden Enterprises, Inc.

Name of Bidder

PO Box 26

Street Address

Wahoo

NE

68066

City

State

Zip Code

47-0551230

Federal Tax I.D. Number

800-950-6336

402-443-5289

stu\_eoden@yahoo.com

Phone

Fax

Email

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified material in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in a violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified below, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

| Work Days                        | Date Type              | Date     | Liquidated Damages Per Day |
|----------------------------------|------------------------|----------|----------------------------|
| 30                               | Approximate Start Date | 7/7/2025 | \$0.00                     |
| <b>Proposal Guaranty: \$0.00</b> |                        |          |                            |

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certification and other provisions contained in this Proposal Notice.

  
 \_\_\_\_\_  
 Signature

8-7-2024

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

Date of Letting: Thursday, August 8, 2024, 10:00 AM, Engineer's Office, Newton, Iowa

Attest: Jenna Jennings, County Auditor

\_\_\_\_\_ Date

**SCHEDULE OF PRICES – PROPOSAL**  
**Jasper County, Iowa -- Project L-C050(D05)--73-50**

Type of work : Bridges

UNIT PRICES AND EXTENDED AMOUNTS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Bidder shall show unit price and extension for each item and total for each division.

| Item Number       | Description  | Units | Quantity | Unit Price   | Total      |
|-------------------|--|-------|----------|--------------|------------|
| Division 1        |  |       |          |              |            |
| 1. 2599 - 9999001 | 120' Steel Girder Bridge Superstructure 120'x24'-6" Deck on a 0° Skew, HL-93 Design Loading and TL-1 Bridge Rail and Guardrail | ACRE  | 1.0      | 377,388.70/  | 377,388.70 |
| Total Bid         |  |       |          | \$377,388.70 |            |

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2023, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

# Addendum 1

L-C050(D05)--73-50

Jasper County

8/8/2024 10:00 AM

Type of Work Bridges

System: Local

Miles: 0.000

## Addendum Details

Superstructure steel package design shall be considered part of the work. Signed and sealed shop drawings, fabrication drawings, or other equivalent plan information shall be provided as part of the steel delivery process. Submittal shall provide all reactions and loadings to show compliance with HL-93. Submittal shall provide information on the structural shapes being supplied for each component of the superstructure such as the girders, diaphragms, guardrail post and beams, steel decking, edge channel, shear studs, stiffeners, and other miscellaneous shapes required for a complete structure. In addition, the submittal shall include a structural steel framing plan showing girder shape, spacing, and diaphragm locations, guardrail post layout and connection details to girders, steel decking details, end and intermediate diaphragm details, stiffener details, and individual girder details. This submittal shall be provided to the owner prior to production for their review.

The Responsibility for notifying potential subcontractors or suppliers lies with the proposal holder.



Signature

8-7-2024

Date

Addendum must be signed and attached to Proposal or the bid will be rejected.



JASPER COUNTY

HMA Resurfacing with Milling  
STP-S-C050(144)--5E-50

LETTING DATE  
November 19, 2024

# ROADWAY IMPROVEMENT PLANS FOR JASPER COUNTY FARM-TO-MARKET SYSTEM HMA RESURFACING WITH MILLING ON F-48 W, FROM IA117 N E 3.1 MILES TO BRIDGE N03 (NBIS 30401)

|                     |                |
|---------------------|----------------|
| TOTAL SHEETS        |                |
| 64                  |                |
| DATE                | BY             |
| 11/19/2024          | AS             |
| REVISION            | DATE           |
| Checked By: ASB     | Date: 08/20/24 |
| Drawn By: JWB       | Date: 08/20/24 |
| Project No: 1230995 | Sheet A.1      |

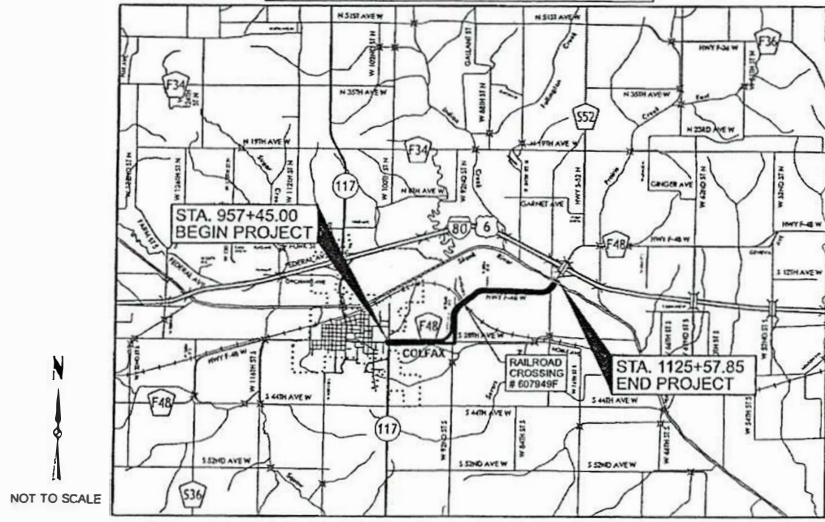
THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2802 OF THE STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

STANDARD ROAD PLANS APPLICABLE TO THE PROJECT CAN BE FOUND ON SHEET C.4.

STP-S-C050(144)--5E-50

Refer to the Proposal Form for list of applicable specifications.

Value Engineering Saves. Refer to Article 1105.14 of the Specifications.



VICINITY MAP

- INDEX OF SHEETS
- A.1 TITLE SHEET
  - A.2 GENERAL NOTES AND LEGEND
  - B.1-B.4 TYPICAL SECTIONS AND DETAILS
  - C.1-C.9 QUANTITIES AND ESTIMATE REFERENCE
  - D.1-D.8 PLAN SHEETS
  - E.1 S 28TH AVENUE W PLAN AND PROFILE
  - F.1 REMOVAL PLAN
  - G.1 ALIGNMENT COORDINATES AND CURVE DATA
  - J.1-J.3 STAGING AND TRAFFIC CONTROL PLAN
  - L.1-L.2 GEOMETRIC STAKING AND JOINTING DETAILS
  - RC.1-RC.3 STORM WATER POLLUTION PREVENTION
  - RR.1-RR.4 EROSION CONTROL PLAN SHEETS
  - V.1-V.4 BRIDGE END SECTION SHEETS
  - W.1-W.16 MAINLINE CROSS SECTIONS
  - X.1-X.6 SIDE ROAD CROSS SECTIONS

APPROVED FOR CONSTRUCTION  
JASPER COUNTY BOARD OF SUPERVISORS

|      |      |
|------|------|
| Name | Date |
|      |      |
|      |      |

APPROVED FOR CONSTRUCTION  
JASPER COUNTY ENGINEER

|                 |      |
|-----------------|------|
| County Engineer | Date |
|                 |      |

ANDREW G. BURKE  
19498  
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Andrew G. Burke, P.E.      Date

License Number: 19498

My License Renewal Date is: December 31, 2024

Pages or sheets covered by this seal:  
A.1-A.2, B.1-B.4, C.1-C.9, D.1-D.8, E.1, F.1, G.1, J.1-J.3, L.1-L.2, RC.1-RC.3, RR.1-RR.4, V.1-V.4, W.1-W.16, X.1-X.6

NO MILEAGE SUMMARY



**IOWA**  
**ONE CALL**  
1-800-292-8989  
[www.iowadot.gov](http://www.iowadot.gov)

| INDEX OF SEALS |                       |                         |
|----------------|-----------------------|-------------------------|
| SHEET NO.      | NAME                  | TYPE                    |
| A.1            | ANDREW G. BURKE, P.E. | PRIMARY SIGNATURE BLOCK |
| V.1            | JEROME L. HATLEWICK   | BRIDGE                  |

HIGHWAY F48 RESURFACING WITH MILLING

TITLE SHEET

JASPER COUNTY, IOWA

2717 S.W. SNYDER BLVD.  
ANNEX, IOWA 50023  
515-984-2020 | www.snyder-associates.com

**SNYDER & ASSOCIATES, INC.**

**SNYDER**  
& ASSOCIATES

Project No: 1230995

Sheet A.1

August 6, 2024

Tuesday, August 6, 2024, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Cupples and Stevenson present and accounted for; Chairman Talsma presiding.

The Opioid Committee met and held interviews with several entities applying for the use of Opioid funds. The Committee had limited funds to work with for the 3<sup>rd</sup> round of applications and there was a unanimous decision to make the recommendation from the Committee to provide funds to 4 different entities.

Motion by Cupples, seconded by Stevenson to approve giving Capstone Behavioral Health \$70,000.00 to provide evaluations for substance abuse users currently in jail as well as fund a position at Capstone that will help inmates transition back into the community.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to approve giving Clearview Recovery \$82,000.00 to guarantee 2 beds for 30 days for Jasper County residents lacking insurance.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to approve giving Colfax-Mingo Community School District \$32,000.00 to fund a part time position for a Parent Community Liaison that can connect parents with resources provided throughout the County and work with drug prevention in the School District.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to approve giving Sheepgate \$100,000.00 to build a new building and expand services provided to the Community such as educational classes, 90-day programs for substance abuse users, and additional space for residential meetings.

YEA: STEVENSON, CUPPLES, TALSMAS

Maintenance Director, Adam Sparks, presented a quote from VS Fab Works for rebuilding 8 small arches and 4 large arches for the Courthouse Christmas decorations. The quote is for \$28,500.00 that will be paid with donation money. VS Fab Works is donating \$10,000.00 in labor. No action was taken.

Maintenance Director, Adam Sparks, presented quotes to replace 27 pieces of glass back to the original Courthouse glass in the doors. There were 4 companies with quotes:

|                          |             |
|--------------------------|-------------|
| Elite Glass & Metal, LLC | \$11,888.00 |
| Hamilton Glass, Inc.     | \$ 8,966.90 |
| Novus Glass              | \$12,242.24 |
| Pella Glass              | \$22,275.00 |

Motion by Stevenson, seconded by Cupples to approve the quote from Hamilton Glass, Inc. in the amount of \$8,966.90 to replace glass in the doors of the Courthouse.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Stevenson, seconded by Cupples to adopt Resolution 24-76, 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> |
|--------------------|------------------------------------|---------------------|-----------------|----------------------------------|-----------------------|
| Treasurer's Office | Treasurer's Office (Motor Vehicle) | Isabella Bookbinder | \$17.72         | Union Scale Hire-In Clerk's Rate | 08/06/2024            |

YEA: STEVENSON, TALSMAS, 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 approve a food service agreement with Trinity Services Group, Inc.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to approve an updated Contract for HomeWav updating some wording changes and adjusting the Remote Video Call fees from .25 to .20.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to set Public Hearing dates for a rezone request from Agricultural (A) to Rural Residential (RR1) for parcel 12.02.200.018 with recommended dates and times of August 20<sup>th</sup>, August 27<sup>th</sup>, and September 3<sup>rd</sup>, 2024, at 9:30 a.m. in the Board of Supervisors Room.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to set Public Hearing dates for a rezone request to Agricultural (A) for parcel 06.31.100.018 with recommended dates and times of August 20<sup>th</sup>, August 27<sup>th</sup>, and September 3<sup>rd</sup>, 2024, at 9:30 a.m. in the Board of Supervisors Room.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to set Public Hearing dates for a rezone request to Rural Residential Large Lot (RR5) for parcel 06.31.100.019 with recommended dates and times of August 20<sup>th</sup>, August 27<sup>th</sup>, and September 3<sup>rd</sup>, 2024, at 9:30 a.m. in the Board of Supervisors Room.

YEA: STEVENSON, CUPPLES, TALSMAS

Engineer Mike Frietsch presented bids for rock salt. There were 3 bids submitted:

|                        |              |
|------------------------|--------------|
| Hutchinson Salt Co.    | \$115,680.00 |
| Skyline Salt Solutions | \$116,805.00 |
| Compass Minerals       | \$169,380.00 |

Motion by Stevenson, seconded by Cupples to approve the bid from Hutchinson Salt Co. in the amount of \$115,680.00 for rock salt.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to approve the 2023 Beacon Homestead Allowance/Disallowance recommendations.

YEA: STEVENSON, CUPPLES, TALSMAS



Motion by Cupples, seconded by Stevenson to adopt Resolution 24-77 fixing date for a Public Hearing on the proposal to enter into a Development Agreement with Hilltop Estates, L.L.C. on August 20<sup>th</sup>, 2024, at 9:30 a.m. in the Jasper County Board of Supervisors Room.

YEA: STEVENSON, CUPPLES, TALSMAS

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

Motion by Stevenson, seconded by Cupples to approve the Treasurer's Semi-Annual Report for January 1, 2024, to June 30, 2024.

YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to adopt Resolution 24-78, an Appropriation Resolution for FY24-25 budget.

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

Motion by Cupples, seconded by Stevenson to approve the Board of Supervisors minutes from July 23, 2024.

YEA: STEVENSON, CUPPLES, TALSMAS

There were no Board Appointments.

Motion by Cupples, seconded by Stevenson to enter into a closed session requested by Scott Nicholson in accordance with Iowa Code Section 21.5(c) to discuss strategy with council in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: STEVENSON, CUPPLES, TALSMAS

ROLL CALL YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to come out of close session.

Motion by Cupples, seconded by Stevenson to enter into a closed session requested by Dennis Simon in accordance with Iowa Code Section 21.5(c) to discuss strategy with council in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: STEVENSON, CUPPLES, TALSMAS

ROLL CALL YEA: STEVENSON, CUPPLES, TALSMAS

Motion by Cupples, seconded by Stevenson to come out of close session.

Motion by Stevenson, seconded by Talsma to adjourn the regular meeting and enter into a work session.

YEA: STEVENSON, CUPPLES, TALSMAS

The Board discussed possibly restructuring Community Development but will discuss it at a later date. Jenna Jennings, Auditor, gave an update with the Bonding process and will discuss it next week in a work session.

Motion by Stevenson, seconded by Cupples to adjourn the Tuesday, August 6, 2024, meeting of the Jasper County Board of Supervisors.

YEA: STEVENSON, CUPPLES, TALSMA

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Jenna Jennings, Auditor

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Brandon Talsma, Chairman