

# BOARD OF SUPERVISORS

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

Thad Nearmyer

**Doug Cupples** 

Brandon Talsma

February 4, 2025 9:30 a.m.

www.jasperia.org

Live Stream: <a href="https://zoom.us/j/8123744948">https://zoom.us/j/8123744948</a>
<a href="Meeting ID">Meeting ID</a>: 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 IT – Ryan Eaton

a) Amendment to the Agreement with Tyler Technologies

### Item 2 Community Development – Kevin Luetters

- a) Set Public Hearing for a Rezone Request from Agricultural "A" to Rural Residential Large Lot "RR5" Parcel #16.34.300.012
  - (Recommended Dates & Time, February 18<sup>th</sup>, February 25<sup>th</sup> and March 4<sup>th</sup>, 2025, at 9:30 am in the Board of Supervisors Room)
- b) Set Public Hearing for a Rezone Request from Agricultural "A" to Rural Residential "RR1" Parcel #14.08.300.003
  - (Recommended Dates & Time, February 18<sup>th</sup>, February 25<sup>th</sup> and March 4<sup>th</sup>, 2025, at 9:30 am in the Board of Supervisors Room)
- Set Public Hearing for a Rezone Request from Agricultural "A" to Commercial "C" Parcel #20.33.400.009
  - (Recommended Dates & Time, February 18<sup>th</sup>, February 25<sup>th</sup> and March 4<sup>th</sup>, 2025, at 9:30 am in the Board of Supervisors Room)

#### Item 3 Human Resources – Dennis Simon

a) Revised Resolution Approving the Request from the Jasper County Sheriff's Office to Create one (1) position of Permanent Full-Time Sergeant "Patrol" and one (1) position of Permanent Full-Time Sergeant "Investigations" (Replacing Resolution 24-100)

#### Item 4 Engineer – Mike Frietsch

- a) Award Contract ID No. 50-C050-132 for the Replacement of Bridge T06 to Peterson Contractors Inc. in the Amount of \$2,233,387.47
- b) Granular Resurfacing Rock Bids (SPRING 2025)
- Award Contract for Bridge C05 Substructure Packages to Oden Enterprises in the Amount of \$72,178.02
- d) Award Contract for Bridge K15 Substructure Packages to Oden Enterprises in the Amount of \$63,650.02



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

#### Page 2

- e) Professional Service Agreement with Jackson's Heavy Equipment Training, LLC for Motor Grader Training
- Supplemental Agreement for Additional Services #01 with Snyder & Associates Inc for Hwy F-48 Phase III
- g) Memorandum of Understanding Between Jasper County and Marshall County for Construction Cost of Bridge C05
- Item 5 Jasper County Compensation Board Recommendations for Elected Officers
  - a) Resolution Elected Officials Salaries for FY25/26
- Item 6 Resolution Approving Transfer Order 1540
- Item 7 Approval of Board of Supervisors Minutes for January 28, 2025
- **Item 8** Board Appointments

**PUBLIC INPUT & COMMENTS** 

Item 9 Employee Evaluation: Mike Frietsch, Jasper County Engineer

**After the Regular Meeting** 

**Work Session** 

#### Recess until 3:00 pm

Close Session requested by Dennis Simon in Accordance with Iowa Code Section 21.9 Employment conditions discussed. A meeting of a governmental body to discuss strategy in matters relating to employment conditions of employees of the governmental body who are not covered by a collective bargaining agreement under chapter 20 is exempt from this chapter. For the purpose of this section, "employment conditions" mean areas included in the scope of negotiations listed in section 20.9. [81 Acts, ch 30, §1] C83, §28A.9 C85, §21.9 21.10 Information to be provided; Non-bargaining employee pay plans



#### **AMENDMENT**

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Jasper County, with offices at 101 1st Street N Room 108, Newton, Iowa 50208 ("Client").

WHEREAS, Client and Tyler are parties to an agreement dated February 8, 2012 (the "Agreement"); and

WHEREAS, Client acknowledges that Tyler has continuously provided annual maintenance and support services to the Client for the Property Tax Management software under the terms of the Agreement;

WHEREAS, due to a billing system issue, Client was not charged annual maintenance and support fees for the annual term June 1, 2023, through May 31, 2024, and the current annual term June 1, 2024, through May 31, 2025; and

WHEREAS, Tyler and Client desire to enter into this Amendment to reconcile payment for the maintenance and support services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

- 1. Client hereby agrees to remit payment for annual SaaS Fees for Property Tax Management at the following rates, on the Amendment Effective Date:
  - a. 6/1/23-5/31/24 \$51,114.55
  - b. 6/1/24-5/31/25 \$53,670.22
- 2. Subsequent annual SaaS Fees for Property Tax Management shall be at then-current rates and shall be invoiced in advance of each June 1, in accordance with the Agreement.
- 3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.	Jasper County, IA
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:
	Attest:
	Jenna Jennings County Auditor



# JASPER COUNTY COMMUNITY DEVELOPMENT

#### **CONSISTING OF:**

Planning & Zoning Division | Environmental Health Division | Animal Control Division 315 W 3<sup>rd</sup> ST N - #150 Newton, IA 50208 ph: 641-792-3084

# R-2025-001

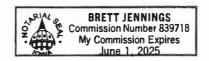
Kenneth Shepley Trust requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential Large Lot "RR5" to comply with Jasper County Ordinance #04F.

PARCEL #16.34.300.012

Print Kenneth Shepla-signature Kersen Shed Date 1/15/25
Jasper County Zoning Commission recommends that this rezoning request <b>be/not be</b> granted.  S Aye P Nay
Print_ <u>freeson Jaspe Courty Zoning Commission</u> Date_//29/25
State of lowa, Jasper County
On this-29—day of - <u>January</u> , before me _ <u>Brett Tennings</u> , a Notary Public in and for the State of Iowa, appeared— <u>Riss Barker</u> —to me personally known to be the chairperson
State of Iowa, appearedReserve State of Iowa, appeared
the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on beha-
of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year abou

written.

Notary in and for the State of Iowa





# JASPER COUNTY COMMUNITY DEVELOPMENT

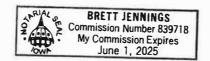
**CONSISTING OF:** 

Planning & Zoning Division | Environmental Health Division | Animal Control Division 315 W 3<sup>rd</sup> ST N - #150 Newton, IA 50208 ph: 641-792-3084

# R-2025-002

Nathan & Stephanie Van Maanen requests that the following described parcel be rezoned from Agricultural "A" to Rural Residential "RR1" to comply with Jasper County Ordinance #04F.

Print Nat Wan Maan Shanture Date 1 15 25
Jasper County Zoning Commission recommends that this rezoning request <b>be/not be</b> granted.
Print Poss Baxter Signature Date 1/29/25  Chairperson Jasper County Zoning Commission
Chairperson Jasper County Zoming Commission
State of lowa, Jasper County
On this <u>39</u> day of <u>January</u> , before me <u>Greff Jennings</u> , a Notary Public in and for the State of Iowa, appeared <u>Ros Boxfer</u> to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed
by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary
Seal the day and year above written.



Notary in and for the State of Iowa



# JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division 315 W 3<sup>rd</sup> ST N - #150 Newton, IA 50208 ph: 641-792-3084

#### R-2025-003

Dennis and Lisa Dunsbergen requests that the following parcel be rezoned from Agricultural "A" to Commercial "C" to comply with Jasper County Ordinance #04F.

Print Penn's Baxter Signature Signature Date 12 30-24

Jasper County Zoning Commission recommends that this rezoning request be/not be granted.

Saye Nay

Print Pists Baxter Signature Date 1/24/25

Chairperson Jasper County Zoning Commission

# State of Iowa, Jasper County

On this 29 day of <u>Tanuary</u>, before me <u>Breff Tennings</u>, a Notary Public in and for the State of Iowa, appeared <u>Ross Barfer</u> to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.

Notary in and for the State of Iowa



# Resolution 25-

# This resolution will replace Resolution 24-100

WHEREAS, The Jasper County Sheriff's Department has the need for and has requested that the Jasper County Board of Supervisors create one (1) position of permanent full-time Sergeant "Patrol" and one (1) position of permanent full-time Sergeant "Investigations".

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create one (1) position of permanent full-time Sergeant "Patrol" and one (1) position of permanent full-time Sergeant "Investigations".

\* These positions will not be additional positions but will replace two of the existing hourly deputy positions. They will be salary (not hourly) positions.

Resolution adopted this 4th day of February 2025.

	Brandon Talsma, Chairman
Attest:	
Jenna Jennings, Auditor	

#### JASPER COUNTY ENGINEER'S OFFICE

910 N 11<sup>th</sup> Ave E Newton, Iowa 50208

(641) 792-5862 FAX -- (641) 791-7740



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

January 31, 2025

To: Jasper County Supervisors

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

County Engineer

Re: Bridge T06 Replacement

Dear Supervisors,

Replacement of Bridge T06 is programmed for FY2025, the current fiscal year. Bridge T06 is located on Highway F-62 E 0.6 miles west of E 160<sup>th</sup> St S in Lynn Grove township and crosses the North Skunk River. F-62 E, in this location, was originally IA 225 and part of the primary road system. The current bridge is a continuous steel I-beam bridge over concrete abutments and piers supported by wood piles and was constructed in 1935. The State of Iowa did make repairs to the bridge in 1990. Those repairs included replacing the bridge deck and approaches and widening the bridge from 24 feet to 26 feet. The estimated remaining life in 2023 was 8 years, however the bridge is insufficient for All-Systems Permit loads.

Bridge T06 replacement was submitted for a BUILD grant (now known as a RAISE grant) in 2020 and again in 2021. However, it was unsuccessful both times, so we proceeded without potential RAISE grant funding. Calhoun-Burns & Associates (CBA) retained, and design work started in 2022. Local Secondary Roads Funds were used to pay for these services and to date we have incurred costs of about \$157,000.

The final design by CBA is a multi-span 314 foot concrete beam bridge, set over concrete abutments and piers supported by steel pile, with a reinforced poured concrete deck. After design completion the project was let through the Iowa Department of Transportation. Construction of the new bridge will be funded using our Federal Highway Bridge Program (HBP) funds with State Swap funds as match, and as of December 23, 2024, our HBP borrow ahead (4.5 years) limit was \$6,222,627.12.

Only one bid was received at the time of letting on January 22, 2025. Peterson Contractors, Inc. (PCI) was the sole bidder and submitted a total bid of \$2,233,387.47. Engineers estimate for this work was \$2,445,764.45, so PCI was approximately \$213,376.98 or 8.7% below the estimate. Funding was programed at \$3,500,000 of which \$2,800,00 was HBP and the remainder Swap, so there are no funding concerns. Therefore, after consideration of the bid submitted by Peterson Contractors, Inc. and the reasonable prices received, the Jasper County Highway Department recommends awarding a contract to Peterson Contractors, Inc in the amount of \$2,233,387.47.

Sincerely,

Michael J. Frietsch, P.E., FMP

County Engineer



01/23/2025 6:09 AM

#### Project(s) and Vendor Ranking

Page 1 of 2

Call Order: 014

ontract ID: 50-C050-132

**Primary County: JASPER** 

Letting Date: January 22, 2025 10:00 A.M.

DBE Goal: 3.0%

Letting Status: AWARDED

Awarded Vendor: PETERSON CONTRACTORS INC.

Contract Period: Start Date: 04/01/25 140 Working

**Project Information:** 

Project: BRS-C050(132)-60-50

County: JASPER

Route: F62

NorkType: BRIDGE REPLACEMENT - PPCB

Location: On F 62, Over NORTH SKUNK RIVER, from E 160th St S W



01/23/2025 6:09 AM

Project(s) and Vendor Ranking

Page 2 of 2

Call Order: 014

Letting Date: January 22, 2025 10:00 A.M.

ontract ID: 50-C050-132 **Primary County: JASPER** 

DBE Goal: 3.0%

Letting Status: AWARDED

Aw rded Vendor: PETERSON CONTRACTORS INC.

Contract Period: Start Date: 04/01/25 140 Working Day

Rank	Vendor ID	Vendor Name	Total Bid	Percent Of Low Bid
	PE320	PETERSON CONTRACTORS INC.  BIO WINNER: MET THE DESIGNATION	\$2,233,387.47	100.00%
				awarde



Multion of Construction and Material Bids

Page 1 of 8

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Call Order: Letting Dat	014 te: January 2	2, 2025	V	Contract ID: 5	0-C050-132		Primary Co	ounty: JASPE	R
Line No / Ite Item Descrip				CONTRACTO					
Alt Set / Alt	Member	Quantity and	Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
ECTION: 000		FOR A 314'-0 BRIDGE	X 30'-0	PRETENSIONED	PRESTRESS	ED CONCRETE	Cat Alt Set:	Cat All	Member:
0010 2101-	0850001	0.400	ACRE	9,000.00000	2,00000				
CLEARING AN	D GRUBBING				6.0	1.			
0020 2102-	2710070	2,650.000	CY	5.95000	15,767.50	Ch			
EXCAVATION, BORROW	CLASS 10, RO	DAA YAWDAC				0,			
0030 2102-	2710090	8,510.000	CY	7.50000	63,825.00		•		
EXCAVATION,	CLASS 10, W	ASTE					150		
0040 2104-	2710020	8,830.000	CY	5.00000	44,150.00	/	1		
EXCAVATION,	CLASS 10, CH	HANNEL					1/		
0050 2105-	8425015	2,825.000	CY	7.00000	19,775.00		V	).	
TOPSOIL, STR	RIP, SALVAGE	AND SPREAD					10	<b>/</b> \	
0060 2115-	0100000	35.000	CY	100.00000	3,500.00				
MODIFIED SU	BBASE		ł					12	
0070 2121-	7425020	95.000	TON	41.90000	3,980.50			Y	
GRANULAR S	HOULDERS, T	YPE B	- 1					1	V-
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Contracts and Specifications Bucqu

Subtion of Construction and Material Bids Page 2 of 8 Call Order: 014 ntract ID: 50-C050-132 **Primary County: JASPER** Letting Date: January 22, 2025 1) PETERSON INTRACTORS INC. Line No / Item Number Item Description Alt Set / Alt Member **Quantity and Units** Unit Price Ext Amount **Unit Price** Ext Amount Unit Price **Ext Amount** SECTION: 0001 ITEMS FOR A 314'-0 X 30'-0 PRETENSIONED PRESTRESSED CONCRETE Cat Alt Set: Cat Alt Member: **BEAM BRIDGE** 0800 2123-7450020 2.900 STA 450.00000 SHOULDER FINISHING, EARTH It is Not awarded 0090 2301-0690210 504.300 208.00000 SY BRIDGE APPROACH, TWO LANE 0100 2301-1033100 94.00000 9,089.80 96.700 SY STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN. 0110 2401-6745625 (1) LS 190,000.00000 190,000.00 REMOVAL OF EXISTING BRIDGE 0120 2402-2720000 247.000 CY 41.75000 10,312.25 **EXCAVATION, CLASS 20** 0130 2402-2721000 63.50000 20,701.00 326.000 CY **EXCAVATION, CLASS 21** 0140 2403-0100010 600.600 1,090.00000 654,654.00 CY STRUCTURAL CONCRETE (BRIDGE)

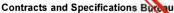


		abu	tion of Constru	iction and Mat	erial Bids			Page 3 of 8		
Call Order: 014 Letting Date: January 22, 2025			Contract ID:	Contract ID: 50-C050-132 Prima				ry County: JASPER		
Line No / Item Nun Item Description	nber		CONTRACTO	RSON DRS INC.						
Alt Set / Alt Membe	er Quantity and	Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount		
	ITEMS FOR A 314'-0 BEAM BRIDGE	X 30'-0	PRETENSIONED	PRESTRESSI	ED CONCRETE	Cat Alt Set:	Cat Alt	Member:		
2404-777500	34,448.000	LB	0.85000	22, 180, 80						
REINFORCING STEE	L			6.0	1					
2404-777500	109,329.000	LB	1.12000	122,448 46	14					
REINFORCING STEE	EL, EPOXY COATED				10					
2407-056309	90 4.000	EACH	20,681.85000	82,727.40	VI					
BEAMS, PRETENSIC CONCRETE, BTC90	NED PRESTRESSED				1	is				
2407-056310	00 4.000	EACH	24,312.85000	97,251.40	/	1				
EAMS, PRETENSIC ONCRETE, BTC100	ONED PRESTRESSED					VV				
190 2407-056312	20 4.000	EACH	29,833.85000	119,335.40		/	) 、			
BEAMS, PRETENSIC CONCRETE, BTC120	ONED PRESTRESSED					1				
200 2408-780000	3,076.000	LB	4.25000	13,073.00			10			
TRUCTURAL STEE	L						A			
210 2414-642412	24 682.900	LF	89.00000	60,778.10			1	V-		
CONCRETE OPEN R	AILING, TL-4							0		
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		iabu	Page 4 of 8						
Call Order: 014 Letting Date: January	22, 2025	1	Contract ID:	50-C050-132		Primary Co	nty: JASPER		
Line No / Item Number Item Description			CONTRACTO	RSON DRS INC.					
Alt Set / Alt Member	Quantity and	d Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price Ext Amount		
	S FOR A 314'-0 M BRIDGE	0 X 30'-0	PRETENSIONE	PRESTRESS	ED CONCRETE	Cat Alt Set:	Cat Alt Member:		
0220 2417-1040024	46.000	LF	62.75000	2,286,50					
CULVERT, CORRUGATED PIPE, 24 IN. DIA.	METAL ENTRA	NCE		160	y.				
0230 2417-1040036	104.000	LF	77.85000	8,096.40	1				
CULVERT, CORRUGATED PIPE, 36 IN. DIA.	METAL ENTRA	NCE			0,				
0240 2501-0201057	2,300.000	LF	44.95000	103,385.00	1	1			
PILES, STEEL, HP 10 X 57						F.			
0250 2501-6335010	200.000	LF	77.00000	15,400.00		1			
PREBORED HOLES						VV			
2502-8221305	2.000	EACH	810.00000	1,620.00		1	).		
SUBDRAIN OUTLET, DR-3	05					10	<b>A</b>		
2505-4008120	325.200	LF	17.50000	5,691.00					
REMOVAL OF STEEL BEA	M GUARDRAIL						12.		
2505-4008410	4.000	EACH	2,600.00000	10,400.00			AP.		
STEEL BEAM GUARDRAIL TRANSITION SECTION, BA							(a)		
							Q		





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fulktion of Construction and Material Bids Page 5 of 8 Call Order: 014 ntract ID: 50-C050-132 Primary County: JASPER Letting Date: January 22, 2025 Line No / Item Number (1) PETERSON INTRACTORS INC. **Item Description** Alt Set / Alt Member Quantity and Units Unit Price Ext Amount **Unit Price Ext Amount** Unit Price **Ext Amount** ITEMS FOR A 314'-0 X 30'-0 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE SECTION: 0001 Cat Alt Set: Cat Alt Member: 0290 2505-4021010 4.000 EACH 275.00000 STEEL BEAM GUARDRAIL END ANCHOR, **BOLTED** I is No ramarded 0300 2505-4021710 2,865.00000 4.000 EACH STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625 0310 520.00000 28,600.00 2507-2638650 55.000 SY BRIDGE WING ARMORING - EROSION STONE 0320 2507-3250005 3,600.000 SY 2.50000 9,000.00 ENGINEERING FABRIC 0330 2507-6800061 2,175.000 TON 65.00000 141,375.00 REVETMENT, CLASS E 0340 2507-6875002 250.000 CY 21.00000 5,250.00 REVETMENT, REMOVE AND REPLACE 0350 2507-8029000 200.000 TON 77.25000 15,450.00 **EROSION STONE** 



Multion of Construction and Material Bids

Page 6 of 8

Call Order: 014 Letting Date: January 22, 2025			Centract ID: 50-C050-132				Primary County: JASPER		
	No / Item Number Description			CONTRACTO	RSON DRS INC.				
Alt s	Set / Alt Member	Quantity and	d Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTI		S FOR A 314'-0 I BRIDGE	X 30'-0	PRETENSIONED	PRESTRESS	ED CONCRETE	Cat Alt Set:	Cat All	t Member:
0360	2510-6745850	619.400	SY	10.00000	200 00				
REMC	VAL OF PAVEMENT				6.0	1.			
0370	2526-8285000	(1)	LS	7,500.00000	7,500,00	14			
CONS	TRUCTION SURVEY					(0)			
380	2527-9263209	7.910	STA	274.00000	2,167.34	VI			
	ED PAVEMENT MAR RBORNE OR SOLVE					1	is		
390	2528-2518000	2.000	EACH	125.00000	250.00	/	1		
SAFET	TY CLOSURE						11		
400	2528-8445110	(1)	LS	18,825.00000	18,825.00		V		
RAF	FIC CONTROL						10	/ \	
0410	2533-4980005	(1)	LS	150,000.00000	150,000.00			/	
/OBIL	LIZATION							10	
1420	2601-2634100	7.000	ACRE	660.00000	4,620.00			Q	1_
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Contracts and Specifications Bucqu

Call Order: Letting Dat Line No / Ite Item Descrip	e: January 22, 2	2025	V	Contract ID:	50-C050-132		Primary Co	ounty: JASPE	R
	m Number								
item pescrip				(1) BETE CUNTRACT					
Alt Set / Alt I	Member Q	uantity and	Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
CTION: 000	1 ITEMS FO BEAM BR		X 30'-0	PRETENSIONE	PRESTRESS	ED CONCRETE	Cat Alt Set:	Cat All	Member:
430 2601-2	2636043	3.500	ACRE	850.00000	7,75 00				
EEDING AND	FERTILIZING (RI	URAL)			6.0				
440 2601-2	2642100	3.500	ACRE	200.00000	700.00	1/2			
TABILIZING C ERTILIZING	ROP - SEEDING	AND				O.			
450 2602-0	0000020	1,745.000	LF	1.85000	3,228.25				
ILT FENCE							100		
460 2602-0	0000030	194.000	LF	1.85000	358.90	1	A		
ILT FENCE F	OR DITCH CHEC	KS					11		
470 2602-0	0000101	1,939.000	LF	0.20000	387.80				
IAINTENANCE OR DITCH CH	OF SILT FENCE HECK	OR SILT F	ENCE				6	ヘ	
480 2602-0	0000312	1,795.000	LF	2.35000	4,218.25			-	
ERIMETER A EVICE, 12 IN.	ND SLOPE SEDIN DIA.	MENT CON	TROL					0	
490 2602-0	010010	1.000	EACH	600.00000	600.00			1	V-
OBILIZATION	S, EROSION CO	NTROL						,	0.



IOWA DO Contracts and Specifications Bucau Subtion of Construction and Material Bids Page 8 of 8 Call Order: 014 entract ID: 50-C050-132 **Primary County: JASPER** Letting Date: January 22, 2025 Line No / Item Number 1) PETERSON NTRACTORS INC. **Item Description** Alt Set / Alt Member Quantity and Units Unit Price **Ext Amount Unit Price Ext Amount** Unit Price **Ext Amount** SECTION: 0001 ITEMS FOR A 314'-0 X 30'-0 PRETENSIONED PRESTRESSED CONCRETE Cat Alt Set: Cat Alt Member: **BEAM BRIDGE** 0500 2602-0010020 1.000 EACH 1,200.00000 MOBILIZATIONS, EMERGENCY EROSION CONTROL TIN NOT AWARDED Section Totals: \$2,233,387 **Contract Item Totals** \$2,233,387.47 **Contract Time Totals Contract Grand Totals** \$2,233,387.47 () indicates item is bid as Lump Sum

#### JASPER COUNTY ENGINEER'S OFFICE

910 N 11<sup>th</sup> Ave E Newton, Iowa 50208

(641) 792-5862 FAX – (641) 791-7740 Gasper County

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

January 29, 2025

To: Jasper County Supervisors

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

County Engineer

Re: Spring 2025 Contract Rock Hauling

Dear Supervisors,

We are putting the Granular Roads Assessment and Maintenance Strategy (GRAMS) on pause this year to resurface every Level A granular road and bring them to a similar condition. In addition, we will pause the reclamation cycle and instead focus on roads damaged by past road and bridge construction projects. Moreover, as part of our resurfacing efforts, additional rock will be allocated to roads that may be impacted by upcoming road and bridge projects and to those roads reconstructed last year.

With this approach in mind the resurfacing program was set up to provide 150 tons per mile to each granular road classified as Level A. Also, it includes providing up to 600 tons per mile to Level A roads that may be impacted by current year road and bridge projects and 600 tons per mile to roads reconstructed last year. In addition, resurfacing is being set up to contract haul to 14 townships and in-house haul to the remaining 6 townships. Those 6 townships would be Palo Alto, Buena Vista, Richland, Lynn Grove, Elk Creek, and Fairview East.

Given the need for contract rock hauling, bid documents were prepared and proposals requested from potential rock suppliers, or other qualified contractors, for hauling to and placing 1-1 1/8" roadstone and a small amount of 3/4" roadstone on the Level A roads in each of the14 different townships. A total of 98,233 tons of roadstone was requested with the bid and this roadstone will be placed on approximately 622 miles of Level A roads. The following bids were received:

	Engineer	Martin Marietta	Peterson Contractors, Inc.
Total	\$ 2,187,715.95	\$ 2,155,300.55	\$ 2,497,552.50

Last year, Spring 2024, we received bids for both contract rock hauling to the north 10 townships and the 4 townships in the southwest corner. A total of 102,975 tons of roadstone was contract rock hauled to these 14 townships at a total cost of \$2,150,029.30 or \$20.88 per ton. Moreover, this averages out to a rate of 166 tons per mile. Overall, the Spring 2025 contract rock hauling being proposed will follow a similar approach except the cost per ton is now \$21.94 per ton, a year-over-year increase of 5.1% which is consistent with the increase in the roadstone price itself, and the roadstone will be spread evenly between every road regardless of traffic count.

Turning to the current FY24-25 budget. Current FY24-25 spend through January in the Roads (450, 460, and 480 codes) section of the Secondary Roads Fund is \$4,181,526.55. The FY24-25 budget for the Roads section was \$5,281,959.00, so \$1,100,432.45 remains in this section of the budget. Also, most of the remaining spend typically goes towards granular roads maintenance and includes contract rock hauling from Spring 2024. Moreover, there is approximately \$684,135 in the budget that will likely not be spent. Hence, the total amount available within this section of our current budget is closer to \$1,784,567.45.

Accounting for the entirety of the resurfacing program this spring I anticipate total costs (contract plus inhouse rock hauling) to be \$2,832,550.55. Hence, we will likely spend \$1 million to possibly \$1.5 million out of our carry over balance or reserve to complete the Spring 2025 resurfacing. Also, note that although Spring 2024 resurfacing was completed during the FY23-24 fiscal year, it was paid out in FY24-25 or after July 1, 2024, the current budget cycle. Therefore, we propose to pay for contract rock hauling twice in FY24-25 and get the completed work paid for in the same fiscal year, in turn making the management of the budget easier in future fiscal years.

After consideration of our current budget situation, overall health of the Secondary Roads Fund, and the reasonable costs the bid from Martin Marietta represents, the Jasper County Highway Department recommends approving the bid and awarding a contract to Martin Marietta for Spring 2025 Contract Rock Hauling at a total cost of \$2,155,300.55.

Sincerely.

Michael J./Frietsch, P.E., FMP

County Engineer

#### LL-ROCK(SPRING25)--73-50

# **Jasper County**

**Bid Tabulation** 

Project Award Amount: \$0.00 Route: Various Granular Roads

Location: Jasper County

Work Type: Granular Resurfacing

Letting Date: 1/29/2025 02:00 PM Approximate Start Date: 4/7/2025 Contract Period: 40 Work Days

Award Recommendation: Martin Marietta

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	Martin Marietta	\$2,155,300.55	98.52%	0.00%
2	PETERSON CONTRACTORS INC.	\$2,497,552.50	114.16%	15.88%

# LL-ROCK(SPRING25)--73-50 Jasper County Bid Tabulation

		_						
			Engineer's Esti	mate	Martin Marietta 11252 Aurora A Des Moines, IA		PETERSON CO 104 BLACK HAI REINBECK, IA	
Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Hickory Grove Township								
1. 2599-9999020 1 - 1 1/8" Granular Roadstone	7,940	.000 TON	\$21.00	\$166,740.00	\$21.75	\$172,695.00	\$19.00	\$150,860.00
	D	ivision Tota	ls	\$166,740.00		\$172,695.00		\$150,860.00
Mariposa Township								
1. 2599-9999020 1 - 1 1/8" Granular Roadstone	4,640	.000 TON	\$20.85	\$96,744.00	\$19.45	\$90,248.00	\$19.50	\$90,480.00
Division Tot		ivision Tota	s \$96,744.00		\$90,248.00		\$90,480.00	
Malaka Township								
1. 2599-9999020 1 - 1 1/8" Granular Roadstone	5,540	.000 TON	\$21.85	\$121,049.00	\$22.40	\$124,096.00	\$21.00	\$116,340.00
	D	ivision Tota	Is	\$121,049.00		\$124,096.00		\$116,340.00
Independence Township								
1. 2599-9999020 1 - 1 1/8" Granular Roadstone	7,540	.000 TON	\$23.10	\$174,174.00	\$21.80	\$164,372.00	\$21.50	\$162,110.00
	D	ivision Tota	Is	\$174,174.00		\$164,372.00		\$162,110.00
Clear Creek Township								
1. 2599-9999020 1 - 1 1/8" Granular Roadstone	6,990	.000 TON	\$22.80	\$159,372.00	\$22.95	\$160,420.50	\$22.50	\$157,275.00
	D	ivision Tota	Is	\$159,372.00		\$160,420.50		\$157,275.00
Poweshiek Township								
1. 2599-9999020 3/4" Granular Roadstone	124	.000 TON	\$23.15	\$181,820.10	\$23.40	\$2,901.60	\$29.50	\$3,658.00

				Engineer's Estir	mate	Martin Marietta 11252 Aurora A Des Moines, IA		PETERSON COI 104 BLACK HAN REINBECK, IA 5	
	Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2.	2599-9999020 1 - 1 1/8" Granular Roadstone	7,854.000	TON	\$23.15	\$2,870.60	\$23.40	\$183,783.60	\$29.50	\$231,693.00
		Divisio	on Totals		\$184,690.70		\$186,685.20		\$235,351.00
She	erman Township								
1.	2599-9999020 3/4" Granular Roadstone	447.000	TON	\$22.95	\$133,844.40	\$24.05	\$10,750.35	\$29.50	\$13,186.50
2.	2599-9999020 1 - 1 1/8" Granular Roadstone	5,832.000	TON	\$22.95	\$10,258.65	\$24.05	\$140,259.60	\$29.50	\$172,044.00
		Divisio	on Totals		\$144,103.05		\$151,009.95		\$185,230.50
Ne	wton Township	1			1		1		1
1.	2599-9999020 1 - 1 1/8" Granular Roadstone	5,670.000	TON	\$21.40	\$121,338.00	\$22.40	\$127,008.00	\$27.50	\$155,925.00
		Divisio	on Totals		\$121,338.00		\$127,008.00		\$155,925.00
Kel	llogg Township								
1.	2599-9999020 1 - 1 1/8" Granular Roadstone	7,460.000	TON	\$21.15	\$157,779.00	\$21.50	\$160,390.00	\$27.50	\$205,150.00
		Divisio	on Totals		\$157,779.00		\$160,390.00		\$205,150.00
Roo	ck Creek Township								
1.	2599-9999020 1 - 1 1/8" Granular Roadstone	4,510.000	TON	\$20.85	\$94,033.50	\$20.80	\$93,808.00	\$20.50	\$92,455.00
		Divisio	on Totals		\$94,033.50		\$93,808.00		\$92,455.00
Wa	shington Township								
1.	2599-9999020 1 - 1 1/8" Granular Roadstone	7,150.000	TON	\$23.70	\$169,455.00	\$22.20	\$158,730.00	\$30.00	\$214,500.00
		Divisio	on Totals		\$169,455.00		\$158,730.00		\$214,500.00
Mo	und Prairie Township								

			Engineer's Estir	nate	Martin Marietta 11252 Aurora A Des Moines, IA		PETERSON CO 104 BLACK HAV REINBECK, IA 5	WK
Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1. 2599-9999020 1 - 1 1/8" Granular Roadstone	10,935.000	TON	\$23.30	\$254,785.50	\$22.65	\$247,677.75	\$28.00	\$306,180.0
	Division	on Totals		\$254,785.50		\$247,677.75		\$306,180.0
Fairview West Township								
1. 2599-9999020 1 - 1 1/8" Granular Roadstone	8,911.000	TON	\$21.20	\$188,913.20	\$19.15	\$170,645.65	\$26.00	\$231,686.0
	Divisio	on Totals		\$188,913.20		\$170,645.65		\$231,686.0
Des Moines Township								
1. 2599-999020 1 - 1 1/8" Granular Roadstone	6,690.000	TON	\$23.10	\$154,539.00	\$22.05	\$147,514.50	\$29.00	\$194,010.0
	Divisio	on Totals		\$154,539.00		\$147,514.50		\$194,010.0
	Contra	ct Totals		\$2,187,715.95		\$2,155,300.55		\$2,497,552.5
	Percent of	Estimate		100.00%		98.52%		114.169

#### BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-ROCK(SPRING25)--73-50

Type of Work: Granular Resurfacing

System: Local

Miles: 621.600

Location and Description: Various Granular Roads: Jasper County

Hauling and pla	acing granular materials on road			unty Representative.	
Proposal of:	Marin Mari	M ptts	aterials		
	Name of Bidder	Λ	Λ		
	11252 NW	Awrora	Ave		
	Street Address				
540	Des Moines		_ IA_	_ 50322	
	City 56-18485	70	State	Zip Code	
	56-18485	18			
	Federal Tax I.D. Number			1 1	
τ,	515-204-8320	_	MiH_	es. Fogelson & Martin	n Marietta - (a
<del>-</del>	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 lowa 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
40	Approximate Start Date	4/7/2025	\$0.00
Proposal Guaranty: \$0.00	<u>, , , , , , , , , , , , , , , , , , , </u>		

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..lt.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

Signature Signature	7-28-25 Date
Signature	Date
Date of Letting: Wednesday, January 29, 2025, 02:00 PM, Engineer's Of	ffice, Newton, Iowa

# SCHEDULE OF PRICES -- PROPOSAL Jasper County, Iowa -- Project LL-ROCK(SPRING25)--73-50

Type of work : Granular Resurfacing

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.

Îtem Number	Description, The state of the s	Units	Quantity	Unit Price	Total
Hickory Grove Towns	<del>                                     </del>			Tale ca	Tile .
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7940.000	\$21.75	\$172,695.0
	Hicko	ry Grove To	wnship Total	"	•
Mariposa Township				nather	
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	4640.000	\$19.45	\$90,248.0
		Mariposa To	wnship Total		
Malaka Township					
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	5540.000	\$22,40	\$124.096.
Type the Type Type Type Type Type Type Type Typ	The state of the s	Maiaka To	winship Total		7
Independence Towns	ship				55
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7540.000	\$21.80	\$164,372,
	Indep	endence To	wnship Total	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1
Clear Creek Townshi	P				
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	6990.000	\$22.95	\$160,420.
	Cle	ar Creek To	wnship Total	111111111111111111111111111111111111111	11.1-07.20
Poweshiek Township					
1. 2599 - 9999020	3/4" Granular Roadstone	TON	124.000	\$23.40	\$2,901.60
2. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7854.000	\$ 23,40	\$183,783
	Po	weshiek To	wnship Total	1 **	14.05,105
Sherman Township					
1. 2599 - 9999020	3/4" Granular Roadstone	TON	447.000	\$ 24,05	\$10,750,35
2. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	5832.000	\$24.05	\$ 140,759.6
		Sherman To	wnship Total	1 1 1	IT NO WINE
Newton Township		Jilian III		1	
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	5670.000	\$22.40	\$127,008.
		Newton To	wnship Total	W	THIE 1700 OF
Kellogg Township					
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7460.000	\$21.50	\$160,390.
	_1		wnship Total	41-11-00	14 100 20 101
Rock Creek Township					
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	4510 000	\$20.80	1892 010
			ownship Total	W CD 1 80	\$93,808.
Washington Townshi					
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7150.000	\$22.20	\$158,730
			wnship Total	ACT, CO	14120, 1301
	· · · · · · · · · · · · · · · · · · ·	o.m.gton 10			
Mound Prairie Towns	hip				
Mound Prairie Towns 1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	10935.000	\$22.65	\$247,677.

1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	8911.000	\$19.15	\$170,645
		Fairview West To	wnship Total		111.
Des Moines Townshi	p				
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	6690.000	\$22.0	5 \$ 147,514
		Des Moines To	wnship Total		
- 22C - 22 HII - 74 - 21 - 74 - 2			Total Bld	\$2,155	,300.55

Bids will be presented to the Board of Supervisors on the following Tuesday, February 4, 2025 for approval and award of contract.

We would like the rock hauling to begin April 7th (weather permitting). Unlike in previous years, this Spring contract rock hauling will be hauled and paid for in the current fiscal year, we will not be holding payment until after July 1.

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.

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# BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: LL-ROCK(SPRING25)--73-50

Type of Work: Granular R	esurfacing	System: Local	,	Miles: 621.600
Location and Description : Varie	ous Granular Roads: Ja	sper County		
Hauling and placing granular mate	erials on roads in Jasper		by a County Represen	tative.
Name of Bidder	7			<del></del>
104 6	1 ACKITAWK	57.		
Street Address			10020	
BEINDE	eck	<i>_</i>	4500	267
City		State	Zip Code	
42-09	21654			
Federal Tax I.D.			//	0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 -
319-345-2			matto	pcius, com
Phone	Fax		Email	•
examined the site of the work and only and are subject to increases performed and that payment there specified material in the quantities complete this project by the time which would cause violation of los special fuel which will result in a will this bid is accepted, Bidder agragreed upon in writing prior to conforce-account basis" as provided award or to forfeit the proposal guantitional working day the work resecurity for the full and complete	and decreases; that the lefore shall be at the unit per required and to furnish to specified; that no state or wa Code Section 314.2; to iolation of Iowa Code Section all "extra mmencement of such "extra in the specifications; to exaranty furnished herewith ract period or pay liquidate emains uncompleted; and	bidder understands orices stipulated he the machinery, equ county official or e hat the bidder has ction 452A.17(8). work" required to c tra work" or if prior execute the formal or, to begin work in a ed damages, whice	that all quantities of werein; that the bidder property ipment, labor and experiments a direct of made no agreement who complete the project at agreement cannot be accordance with the contract within thirty dataccordance with the darmance bond in an amore accordance at the darmance bond in an amore accordance with an amore accordance with a cordance at the darmance bond in an amore accordance with the contract within accordance at the darmance bond in an amore accordance.	ork actually required must be oposes to timely furnish the ertise necessary to competently or indirect interest in the contract ith any supplier of motor fuel or unit prices or lump sums to be reached, to perform the work on a sys of the date of approval for intract documents and to either out of equal to the contract award a
Work Days	Date Type	T	Date	Liquidated Damages Per Day
40	Approximate Start Date		4/7/2025	\$0.00
Proposal Guaranty: \$0.00				
Enclosed herewith is a certified of penal sum shown in the contract retained by the Contracting Authorum furnished if the award is made to	document as a proposal gority as a forfeiture in the	guaranty. It is unde	rstood by bidder that th	ne said guaranty document shall b
The signing of this Bid Document or an authorized representative) I have read, upderstand or id acceptance.	nereby certify under pena	Ity of perjury under	the laws of the United	States and the State of Iowa that
Signature			Dayle	
Signature	**		Date	
Date of Letting: Wednesday, Jan	uary 29, 2025, 02:00 PM,	Engineer's Office,	Newton, Iowa	
Attest: Jenna Jenning	s, County Audito	r	Date	

# SCHEDULE OF PRICES -- PROPOSAL Jasper County, Iowa -- Project LL-ROCK(SPRING25)--73-50

Type of work: Granular Resurfacing

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 Numb er	Description	Units	Quantity	Unit Price	Total
Hickory Grove Townsl	nip				8 22 July 2
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7940.000	19-	150,860
		Hickory Grove To	wnship Total		150. XOC
Mariposa Township	## (# ###	S 35 K			1301000
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	4640.000	1950	an.400
	1	*** * * *	wnship Total	11	00 1191
AA-1-1 T		manposa 10	ownship rotal		70,780
Malaka Township			i .	-1-	1 .07-573
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	5540.000	21.	116,54
		Malaka To	ownship Total		116,34
Independence Townsl	nip	44:		- 70	
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7540.000	21.00	162,110
		Independence To	ownship Total	10.00	1/02 .110
Clear Creek Township					- IOCHIL
1. 2599 - 9999020	1 - 1 1/8" Granular Roadsbne	TON	6990.000 T	22,50	15777
		Clear Creek To	wnship Total	.00	1071013
Poweshick Township		Olear Olear To			-13-1,61
Poweshiek Township	Tara 2000	1	1 404 505 1	50	T -20
1. 2599 - 9999020	3/4" Granular Roadstone	TON	124,000	27:00	SCESO.
2. 2599 - 9999020	1 -1 1/8" Granul ar Roadstone	TON	7854. 000	29:=	1231,69
		Poweshiek To	ownship Total		235,35
Sherman Township				56	
1. 2599 - 9999020	3/4" Granular Roadstone	TON	447.000	29.00	13,186.
2. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	5832.000	29,50	177.044
	M	Sherman To	; . ownship Total	-09-1 _	195 721
Newton Township	· . —				100123
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	5670.000	27.59	100 026
1. 2033 - 3333020	1 - 1 110 Grandial Adadstone	H N H H	1	_d/_	175,763
		Newton To	ownship Total	l	153,42
Kellogg Township		2 2 4 years .			
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7460.000	27,-	205,150
	22. SEC. 320 (2. SEC. SEC.)	Kellogg To	ownship Total		205,150
Rock Creek Township					
1. 2599 - 9999020	1 - 1 1/8" Granul ar Roadstone	TON	4510.000	200	92.455
		Rock Creek To	ownship Total	MC.	97 45
Washington Township			, -		
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	7150.000	20	21450
		Washington To	1	_50.	211100
Mound Proirie Towns	hin.	wasnington 1	Total		214720
Mound Prairie Towns	<del></del>			00	100
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone	TON	10935.000	28.	300,18
			. –		

។. <del>2</del> 599 - 9999020	1 - 1 1/8" Granular Roadstone		TON	8911.000	26	231,600
			Fairview West	Township Total		231,1000
Des Moines Townshi	р					60
1. 2599 - 9999020	1 - 1 1/8" Granular Roadstone		TON	6690.000	29.	194,010.00
		21	Des Moines	Township Total	1	194,010,-
				Total Bid	12,49	1,552.

Bids will be presented to the Board of Supervisors on the following Tuesday, February 4, 2025 for approval and award of contract.

We would like the rock hauling to begin April 7th (weather permitting). Unlike in previous years, this Spring contract rock hauling will be hauled and paid for in the current fiscal year, we will not be holding payment until after July 1.

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.

#### JASPER COUNTY ENGINEER'S OFFICE

910 N 11<sup>th</sup> Ave E Newton, Iowa 50208

(641) 792-5862 FAX – (641) 791-7740



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

January 30, 2025

To: Jasper County Supervisors

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

County Engineer

Re: Bridge C05 Substructure Package Bid

Dear Supervisors,

Replacement of Bridge C05 is programmed for FY2025, the current fiscal year. Bridge C05 is located on N 115<sup>th</sup> Ave W 1.1 miles west of E 12<sup>th</sup> St N in Malaka Township and crosses Snipe Creek. The current bridge is a riveted pony truss and was constructed in 1921. The estimate remaining life in 2023 was 6 years. Bridge will be replaced with an 80 foot single span steel beam bridge with a reinforced poured concrete deck and will be set over steel backwall abutments (substructure). Day labor will be used to construct the new bridge while materials will be let locally and placed under contract to keep the county under the state required horizontal infrastructure limit (bid threshold) of \$115,000.

Given the need and available funds, a request for bid proposal was sent out to Oden Enterprises, Husker Steel, and Nucor on July 23, 2024, for the superstructure package (steel bridge beams, deck reinforcement, etc.), only Oden submitted a bid, so after board approval of award a contract was issued to Oden Enterprises on August 20, 2024 for \$122,364.68. Contract also included final design work to ensure that the bridge could be properly rated. Delivery of the superstructure package is anticipated in June 2025.

Following up the superstructure package bid we prepared a second request for bid proposal regarding the substructure packages (abutments). This process took a few months as existing conceptual design information was not current and needed to be updated before it could be included with the request for bids. On January 2, 2025, the substructure package request for bid proposal was sent out to Oden Enterprises, Husker Steel, and Nucor. Substructure package bid also included final design work as required to ensure the bridge could be properly rated.

Only one bid was received. Oden Enterprises submitted a bid for \$72,178.02. Engineers estimate for this work was \$130,776. Estimate was based upon market value information and assumptions regarding final design costs. A review of past bid information showed that the substructure for Bridge S23 replaced in 2023 was \$92,733.16, so steel prices appear to be steady or trending down. Moreover, soils information collected prior to substructure bid requests helped to optimize pile lengths.

Total cost for Bridge C05 steel (superstructure and substructure) from Oden Enterprises is now \$194,542.70. Bridge C05 costs will be split evenly with Marshall County. FY2025 program allocated \$95,000 for our portion of the contract work and \$30,000 for our portion of the day labor work. The total budgeted amount between both counties is \$250,000. I anticipate the final expenditure to be at or less than 10% above the project budget.

After consideration of the bid submitted by Oden Enterprise and the reasonable prices received, the Jasper County Highway Department recommends approving the proposal from Oden Enterprises for substructure packages for Bridge C05 at a total cost of \$72,178.02

Sincerely,

Michael J. Frietsch, P.E., FMP

County Engineer

L-C050(C05SUB)--73-50 Jasper County Bid Tabulation

Project Award Amount: \$0.00

Route: Location:

Work Type: Bridge Substructure

Letting Date: 1/29/2025 02:00 PM Approximate Start Date: 4/7/2025 Contract Period: 30 Work Days

Award Recommendation: Oden Enterprises, Inc

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	Oden Enterprises, Inc	\$72,178.02	55.19%	0.00%

# L-C050(C05SUB)--73-50 Jasper County Bid Tabulation

				Engineer's Estimate	е	Oden Enterprises,	Inc
						Wahoo, NE 68066	
	Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price
1.	2599-9999005 Substructure Steel Package for Single Span 80' Steel Girder Bridge, 80'x2	2	EACH	\$65,388.00	\$130,776.00	\$36,089.01	\$72,178.02
		Cont	ract Totals		\$130,776.00		\$72,178.02
		Percent of	of Estimate		100.00%		55.19%

## BIDDING PROPOSAL FOR JASPER COUNTY

Project Number: L-C050(C05SUB)--73-50

Type of Work: Bridge Substructure

System: Local

Miles: 0.000

Location and Description ::

This letting is for MATERIAL ONLY.

Substructure Steel Package for Single Span 80' Steel Girder Bridge, 80'x24'-6" Deck on 0° Skew, HL-93 Design Loading

Substructure steel package final design shall be considered a deliverable for this work. Conceptual substructure design, superstructure final design, and geotechnical report attached for use in completing this final design. CAD file for the conceptual substructure design available upon request. Shop drawings, fabrication drawings, and other equivalent plan information shall be provided as a final design submittal package. Final design submittal package shall be certified by a professional engineer licensed in the State of lowa and shall be considered part of the substructure steel package bid. County review and acceptance of this submittal package shall be completed prior to fabrication. Final design submittal package shall be completed in accordance with the lowa DOT LRFD Bridge Design Manual and shall include all reactions and loadings to show compliance with HL-93. It shall also provide information on the structural shapes being supplied for each component of the substructure such as pile, stiffeners, cross bracing, caps, bearing supports, plates and shims, shear study, reinforcing steel bar, and other miscellaneous shapes as required for a complete structure. In addition, it shall include a structural steel Training plan showing shape and size and connection details.

Proposal of:	Oden Enterprises Name of Bidder	Inc.			
	PO Box 26 Street Address				
	Street Appress				
	Wahoo		NE	68066	
	City	A	State	Zip Code	3
	47-0551230				
	Federal Tax I.D. Number				
	800-950-6336	402-4	43-5289	stu_eode	n@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	4/7/2025	\$0.00
Proposal Guaranty: \$0.00			1-1

Enclosed herewith is a certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank of 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 lows that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Signature		)25
Signature	Date	
ate of Letting: Wednesday, January 29, 2025, 02:00 PM, Engineer's Office, Newton, Iowa	a	
ttest: Jenna Jennings, County Auditor	Date	
ttest: Jenna Jennings, County Auditor	Date	2

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#### SCHEDULE OF PRICES -- PROPOSAL

Jasper County, Iowa -- Project L-C050(C05SUB)--73-50

Type of work: Bridge Substructure

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	Uņits	Quantity	Unit Price	Total
Division 1	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1				- 70
1. 2599 - 9999005	Substructure Steel Package for Single Span 80' Steel Girder Bridge, 80'x24'-6" Deck on 0° Skew, HL-93 Design Loading	EACH	2	36,089.01	\$72,178
			Total Bid	\$72.178.0	2

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(C05SUB)--73-50

**Jasper County** 

1/29/2025 02:00 PM

Type of Work: Bridge Substructure

System: Local

Miles: 0.000

#### **Addendum Details**

Replace Concrete Abutment with Steel Backwall conceptual design. Two options for steel backwall abutment conceptual design are attached for your use. Please base your conceptual design selection for final design on constructability, structural efficiency, and cost effectiveness. Also, top of deck elevation at abutment will be approximately 907 while approximate streambed elevation will be 896.

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

Comment of

1-28-2025

Signature

Date

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

Project Number: L-C050(C05SUB)--73-50

Based on the given information our bearing pile lengths bid are 80', and sheet pile lengths are 21'. Oden Enterprises is not responsible for extra lengths if required.

**Oden Enterprises** 

By:

Date: 1-28-25

#### JASPER COUNTY ENGINEER'S OFFICE

910 N 11<sup>th</sup> Ave E Newton, Iowa 50208

(641) 792-5862 FAX – (641) 791-7740



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

January 30, 2025

To: Jasper County Supervisors

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

County Engineer

Re: Bridge K15 Substructure Package Bid

Dear Supervisors,

Replacement of Bridge K15 is programmed for FY2025, the current fiscal year. Bridge K15 is located on S 36<sup>th</sup> Ave E 0.8 miles east of Highway T-38 S in Richland Township and crosses Sugar Creek. The current bridge is a steel I-beam bridge over wood backwall abutments and was constructed in 1979. The estimated remaining life in 2023 was 2 years. Bridge will be replaced with an 80 foot single span steel beam bridge with a reinforced poured concrete deck and will be set over steel backwall abutments (substructure). Day labor will be used to construct the new bridge while materials will be let locally and placed under contract to keep the county under the state required horizontal infrastructure limit (bid threshold) of \$115,000.

Given the need and available funds, a request for bid proposal was sent out to Oden Enterprises, Husker Steel, and Nucor on July 23, 2024, for the superstructure package (steel bridge beams, deck reinforcement, etc.), only Oden submitted a bid, so after board approval of award a contract was issued to Oden Enterprises on August 20, 2024 for \$122,364.68. Contract also included final design work to ensure that the bridge could be properly rated. Delivery of the superstructure package is anticipated in June 2025.

Following up the superstructure package bid we prepared a second request for bid proposal regarding the substructure packages (abutments). This process took a few months as existing conceptual design information was not current and needed to be updated before it could be included with the request for bids. On January 2, 2025, the substructure package request for bid proposal was sent out to Oden Enterprises, Husker Steel, and Nucor. Substructure package bid also included final design work as required to ensure the bridge could be properly rated.

Only one bid was received. Oden Enterprises submitted a bid for \$63,650.02. Engineers estimate for this work was \$130,776. Estimate was based upon market value information and assumptions regarding final design costs. A review of past bid information showed that the substructure for Bridge S23 replaced in 2023 was \$92,733.16, so steel prices appear to be steady or trending down. Moreover, soils information collected prior to substructure bid requests helped to optimize pile lengths.

Total cost for Bridge K15 steel (superstructure and substructure) from Oden Enterprises is now \$186,014.70. FY2025 program allocated \$190,000 for contract work and \$60,000 for the day labor work. The total budgeted amount is \$250,000. I anticipate the final expenditure to be at or less than 10% above the project budget.

After consideration of the bid submitted by Oden Enterprise and the reasonable prices received, the Jasper County Highway Department recommends approving the proposal from Oden Enterprises for substructure packages for Bridge K15 at a total cost of \$63,650.02

Sincerely,

Michael J. Frietsch, P.E., FMP

County Engineer

L-C050(K15SUB)--73-50 Jasper County Bid Tabulation

Project Award Amount: \$0.00

Route: Location:

Work Type: Bridge Substructure

Letting Date: 1/29/2025 02:00 PM Approximate Start Date: 5/5/2025 Contract Period: 30 Work Days

Award Recommendation: Oden Enterprises, Inc

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	Oden Enterprises, Inc	\$63,650.02	48.67%	0.00%

#### L-C050(K15SUB)--73-50 Jasper County Bid Tabulation

			Engineer's Estimate		Oden Enterprises, Inc Wahoo, NE 68066	
Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price
2599-9999005 Substructure Steel Package for Single Span 80' Steel Girder Bridge, 80'x2	2	EACH	\$65,388.00	\$130,776.00	\$31,825.01	\$63,650.02
	Cont	ract Totals		\$130,776.00		\$63,650.02
	Percent of	of Estimate		100.00%		48.67%

#### **BIDDING PROPOSAL FOR JASPER COUNTY**

Project Number: L-C050(K15SUB)--73-50

Type of Work: Bridge Substructure

System: Local

Miles: 0.000

Location and Description::

This letting is for MATERIAL ONLY.

Substructure Steel Package for Single Span 80' Steel Girder Bridge, 80'x24'-6" Deck on 0° Skew, HL-93 Design Loading

Substructure steel package final design shall be considered a deliverable for this work. Conceptual substructure design, superstructure final design, and geotechnical report attached for use in completing this final design. CAD file for the conceptual substructure design available upon request. Shop drawings, fabrication drawings, and other equivalent plan information shall be provided as a final design submittal package. Final design submittal package shall be certified by a professional engineer licensed in the State of lowa and shall be considered part of the substructure steel package bld. County review and acceptance of this submittal package shall be completed prior to fabrication. Final design submittal package shall be completed in accordance with the lowa DOT LRFD Bridge Design Manual and shall include all reactions and loadings to show compliance with HL-93. It shall also provide information on the structural shapes being supplied for each component of the substructure such as pile, stiffeners, cross bracing, caps, bearing supports, plates and shims, shear-studs, reinforcing steel bar, and other miscellaneous shapes as required for a complete structure. In addition, it shall include a structural steel framing plan showing shape and size and connection details.

Proposal of:	Oden Enterprises,	Inc.		
, , , , , , , , , , , , , , , , , , , ,	Name of Bidder			
	_PO_Box_26	-		
*	Street Address			
,	Wahoo		NE	68066
1	City	S	itate	Zip Code
	47-0551230	1)		- N
	Federal Tax I.D. Number			
	800-950-6336	4.02-443-5	289	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 lowa 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 lowa 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	5/5/2025	\$0.00
Proposal Guaranty; \$0.00	*		

Enclosed herewith is a certified check, credit union share draft, Cashler'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 forfelture 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 lowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in this Proposal Notice.

Signature	Date
Signature	Date
Date of Letting: Wednesday, January 29, 2025, 02:00 PM, Engineer's Office, i	Newton lowa
succos Estating. Traditionally, building 25, 2525, 52.55 f M, Eliginosi & Olios,	nomen, rema
	Date
Attest: Jenna Jennings, County Auditor	

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\* Second

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#### SCHEDULE OF PRICES -- PROPOSAL

Jasper County, Iowa -- Project L-C050(K15SÚB)--73-50

Type of work: Bridge Substructure

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				531.5	
1. 2599 - 9999005	Substructure Steel Package for Single Span 80' Steel Girder Bridge, 80'x24'-6" Deck on 0° Skew, HL-93 Design Loading	EACH	2	31,825.01	\$63,650.
			Total Bid	\$63,650.	02

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, Subtille 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(K15SUB)-73-50

**Jasper County** 

1/29/2025 02:00 PM

Type of Work: Bridge Substructure

System: Local

Miles: 0.000

#### Addendum Details

Replace Concrete Abutment with Steel Backwall conceptual design with Steel Backwall Abutment conceptual design. Two options for steel backwall abutment conceptual design are attached for your use. Please base your conceptual design selection for final design on constructability, structural efficiency, and cost effectiveness. Also, top of deck elevation at abutment will be approximately 845 while approximate streambed elevation will be 830.

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

Signature

1-28-2025

Date

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

Project Number: L-C050(K15SUB)--73-50

Based on the given information our bearing pile lengths bid are 40', and sheet pile lengths are 25'. Oden Enterprises is not responsible for extra lengths if required.

**Oden Enterprises** 

By:

Date: 1-28-25



JASPER COUNTY HIGHWAY DEPARTMENT, IOWA

PROFESSIONAL SERVICE AGREEMENT

JANUARY 30, 2025

JACKSON'S HEAVY EQUIPMENT TRAINING, LLC

OWNER: BRIAN JACKSON, 111 COUNTY ROAD U, TOBIAS, NE 68453

The information contained in this document is confidential in nature and that any disclosure or use of the same by the reader may cause harm or serious damage to Jackson's Heavy Equipment Training LLC. The information in this document is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of Jackson's Heavy Equipment Training LLC.

#### PROFESSIONAL SERVICES AGREEMENT

Agreement between (Jasper County Highway Department, Iowa) (hereinafter ("Client") and Jackson's Heavy Equipment Training, LLC.

WHEREAS (Client), intends to contract with Jackson's Heavy Equipment Training, LLC of 111 County Road U, Tobias, Nebraska 68453 for the performance of certain tasks.

WHEREAS Client, principal place of business, is located at., (910 N. 11<sup>th</sup> Ave., Newton, IA 50208)

WHEREAS Jackson's Heavy Equipment Training, LLC declares and represents that Jackson's Heavy Equipment Training, LLC is engaged in and regularly maintains and carries on as an independent Native American and Certified Veteran Owned Small Business.

THEREFORE, IN CONSIDERATION FOR THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED.** Client engages Jackson's Heavy Equipment Training, LLC to perform the following tasks and services,

This agreement covers motor grader, Level 1 (New Operator), Level 2 (Experienced Operator), Level 3 (Super Elevations, Hills, & Intersections).

Jackson's Heavy Equipment Training, LLC will invoice Client, (Jasper County Highway Department, Iowa, Attn: Michael Frietsch, County Engineer at 910 N. 11<sup>th</sup> Ave., Newton, IA, 50208 Phone: 1-641-792-5862, or Via Email: <a href="mailto:mfrietsch@jasperia.org">mfrietsch@jasperia.org</a> after the completion of the "Services" performed.

Jackson's Heavy Equipment Training, LLC will invoice Client, upon completion of equipment training or services performed. Equipment training will be invoiced at a rate of \$1,900.00 per day up to 10 students per day.

Clients may send fewer than the minimum requirement of 10 students per day but will be charged the minimum daily rate of \$1,900.00 per day. For each additional student over 10 Jackson's Heavy Equipment Training, LLC will add an additional \$175.00 per student, per day to the invoice.

Training dates have not been scheduled and are pending based on contract approval and availability.

2. TERMS OF PAYMENT. The client shall pay Jackson's Heavy Equipment Training, LLC, the balance due upon receipt of an invoice, according to the following terms and conditions set forth here. Any amounts due but unpaid after 30 days shall accrue interest at 12% per annum or the legal statutory rate, whichever is greater. Should Jackson's Heavy Equipment Training, LLC be required to institute legal proceedings

#### PROFESSIONAL SERVICES AGREEMENT

to recover any unpaid amounts under this Agreement, Client shall reimburse, and Jackson's Heavy Equipment Training, LLC shall be entitled to, Jackson's Heavy Equipment Training, LLC's reasonable attorneys' fees and legal costs to collect and enforce the terms of this Agreement, to the fullest extent permitted by law.

**3. INSTRUMENTATION.** Jackson's Heavy Equipment Training, LLC shall furnish supplies to accomplish the technical instruction and other instrumentation to accomplish designed tasks except as follows:

Client receiving equipment training and or services will provide the equipment and or additional equipment or materials for the hands-on portion of training. Client will provide a section of road, mile of road, or suitable training area that will allow adequate room for equipment and turn around locations. The area will be closed, signed, and barricaded. Agencies will be required to have utilities located in accordance with training, applicable laws, agency guidelines, policies, and relocated if applicable.

Hands-on training area needs to be safe and permit each student the experience to perform tasks, make decisions, and or use equipment appropriate to the job assignment for which the training is being conducted.

Client will be responsible to provide students with the appropriate Personal Protection Equipment (PPE) associated with heavy equipment operations and training.

Client will provide a training area for classroom instruction. The training area designated for classroom instruction shall have electricity, tables, chairs, and conform to applicable laws and provide an area where students can be comfortable and adhere to social distancing practices if applicable.

- 4. REIMBURSEMENT OF EXPENSES. The client will not be liable for any expenses paid or incurred by Jackson's Heavy Equipment Training, LLC, unless otherwise agreed in writing.
- 5. INDEPENDENT SMALL BUSINESS. Client and Jackson's Heavy Equipment Training, LLC agree that Jackson's Heavy Equipment Training, LLC is an independent small business and not an employee of (Client). Jackson's Heavy Equipment Training, LLC will work with clients to establish guidelines and or direct the manner or means in which the work (described in clause #1) is to be performed. Jackson's Heavy Equipment Training, LLC warrants that all services performed under this agreement should be performed in a good and workmanlike manner and should conform to terms and conditions or referenced herein.

#### PROFESSIONAL SERVICES AGREEMENT

6. LIMITED USE. It is recognized that in the performance of services for Client hereunder, Jackson's Heavy Equipment Training, LLC does not have access to confidential development and proprietary information of Client. Jackson's Heavy Equipment Training, LLC has developed documents, materials, methods, techniques, services, and processes, which are its proprietary work product or services (the "Work Product/Service") and protectable Intellectual Property Rights (defined below). All Work Product/Service, copyrightable works, Intellectual Property Rights, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by Jackson's Heavy Equipment Training, LLC in connection with Services are the exclusive property of Jackson's Heavy Equipment Training, LLC. "Intellectual Property Rights" means unpatented inventions, patent applications, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, and other trade secrets, and all other intellectual property rights, derivates thereof and form of protection of a similar nature anywhere in the world. Client acknowledges that the Work Product/Service and Intellectual Property Rights of Jackson's Heavy Equipment Training, LLC are secret, unique, trade secrets, confidential, and the exclusive property of Jackson's Heavy Equipment Training, LLC. Such Work Product/Service and Intellectual Property Rights of Jackson's Heavy Equipment Training, LLC has been made known to Client in confidence and that Client's agreement to in this provision is material to Jackson's Heavy Equipment Training, LLC is material to Jackson's Heavy Equipment Training, LLC's agreement to provide the Services in this Agreement. Client's use of the Work/Product/Service and Intellectual Property Rights of Jackson's Heavy Equipment Training, LLC is of its sole and exclusive benefit and any other use shall be wrongful and cause irreparable harm to Jackson's Heavy Equipment Training, LLC.

Upon request Client will execute all documents necessary to confirm or perfect the ownership of Jackson's Heavy Equipment Training, LLC to the Work Product/Service and Intellectual Property Rights. In addition, Client agrees not to copy or duplicate or disseminate the Work Product/Service to anyone outside Client, unless prior written authorization and consent is received from Jackson's Heavy Equipment Training, LLC. Client further agrees to not disclose or use, other than in the performance of Client's or Client's employee's duties the Wok Product/Service and/or Intellectual Property Rights.

To the fullest extent permitted by law, Client and Jackson's Heavy Equipment Training, LLC agree that any breach of this clause shall result in serious and irreparable damage to Jackson's Heavy Equipment Training, LLC. Client agrees that if it or any of its employees uses the Work Product/Service without authorization,

The information contained in this document is confidential in nature and that any disclosure or use of the same by the reader may cause harm or serious damage to Jackson's Heavy Equipment Training LLC. The information in this document is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of Jackson's Heavy Equipment Training LLC.

#### PROFESSIONAL SERVICES AGREEMENT

Jackson's Heavy Equipment Training, LLC will be entitled to immediate preliminary or permanent injunctive and/or other equitable relief to prevent continued harm; and money damages, including without limitation reasonable attorneys' fees and costs incurred in obtaining the aforementioned relief as permitted by applicable law, which is not intended to be Jackson's Heavy Equipment Training, LLC's sole remedy.

**7. CONTACTS.** The Parties primary contacts for this Agreement are:

**Engineer or Authorized Personnel** 

Josh Britton, Assistant Maintenance Superintendent

910 N. 11<sup>th</sup> Ave Newton, IA 50208

Phone: 1-641-792-5862 / Cell: 1-641-521-2775

Email: jbritton@jasperia.org

PRIMARY CONTACT: Jackson's Heavy Equipment Training, LLC

Brian Jackson

111 County Road U Tobias, Ne 68453 (402) 826-1815

Brian@bjhetraining.com or bjhetraining@gmail.com

**8. NOTICE.** Any notice or other communication provided for by this Agreement shall be sufficient if in email or writing and sent by registered or certified mail (airmail), postage prepaid, to the persons indicated at the addresses set forth below. Any notice required to be given in accordance with the terms of this Agreement shall have been deemed to have been given as of the date the same is mailed or emailed in accordance with the provisions of this paragraph.

Client: Jasper County Highway Department, Iowa

ATTN: Josh Britton, Assistant Maintenance Superintendent, Email:

jbritton@jasperia.org

910 N. 11th Ave., Newton, IA 50208

Jackson's Heavy Equipment Training, LLC

ATTN: Brian Jackson

111 County Road U, Tobias, Ne 68453, Email: Brian@bjhetraining.com

9. Term. Services shall commence on (Pending Contract Approval) and shall end on (Pending contract approval).

#### PROFESSIONAL SERVICES AGREEMENT

- **10. ENTIRE AGREEMENT.** This Agreement and the accompanying purchase order constitute the entire agreement of the parties, and no other representations, promises, or agreements, oral, or otherwise, shall be of any force or effect.
- 11. INDEMNIFICATION AND LIMITATION OF LIABILITY. The purpose of the information provided in this Agreement is to provide suggestions for equipment operation tips, techniques and suggestions for road maintenance practices and associated services. The information provides references and helps answer questions in the classroom and field for equipment operation. Jackson's Heavy Equipment Training, LLC assumes no responsibility for the interpretation, misinterpretation, use or misuse of this information provided in this training under this Agreement. Material and information provided under this Agreement should not supersede agency policies or those from and agency's insurance carrier.

To the fullest extent permitted by law, Client and respective contractors, agents, employees, representatives, managers, members, and owners, agree to indemnify, defend, and hold harmless Jackson's Heavy Equipment Training, LLC and its contractors, agents, employees, representatives, managers, members, and owners from and against all third-party claims, including reasonably attorneys' fees and costs, for bodily injury, personal injury, or death arising out of or in connection with Client's or its employees negligent use or misuse, or improper use, interpretation, or misinterpretation of the services and training provided, rendered and learned under the terms of this Agreement.

The use of trade, firm, or corporation names is for the information and convenience of the reader. Such use does not constitute an official evaluation, conclusion, recommendation, endorsement, or approval of any product or service. Individuals should always abide by applicable agencies' policies.

12. RIGHT TO USE LIKENESS. Agencies and registrants grant Jackson's Heavy Equipment Training, LLC permission to use photographs or videos in any of the following Web-based publications/ social media/ print advertisements/ organization bulletin/ training materials/ or any applications as Jackson's Heavy Equipment Training, LLC deems necessary. The client hereby affirms that such a release to Jackson's Heavy Equipment Training, LLC, does not constitute any form of compensation, including royalties arising from the photographs or videos to my benefit. The client understands and agrees that photographs and videos in the possession of Jackson's Heavy Equipment Training, LLC shall become the property of Jackson's Heavy Equipment Training, LLC. Clients hereby waive any right to inspect

The information contained in this document is confidential in nature and that any disclosure or use of the same by the reader may cause harm or serious damage to Jackson's Heavy Equipment Training LLC. The information in this document is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of Jackson's Heavy Equipment Training LLC.

#### PROFESSIONAL SERVICES AGREEMENT

or approve of the photographs or videos by which likeness appears. Client hereby holds harmless, release, and forever discharge Jackson's Heavy Equipment Training, LLC from all claims, demands, and causes of action which Client, its registrants, heirs, representatives, executors, administrators, or any other person acting on behalf have or may have by reason of this authorization.

- 13. CHOICE OF LAW AND VENUE. This Agreement shall be governed by the laws of the State of (lowa). In the event of any dispute arising under this Agreement or related to the services provided under this Agreement, the sole and exclusive venue shall be the United States Supreme Court if not resolved at the state and federal courts located in Saline County, Nebraska.
- 14. ALTERNATE DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
- 15. MISCELLANEOUS. Jackson's Heavy Equipment Training, LLC prohibits discrimination in all its programs and activities based on race, color, national origin, age, disability and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information reprisal, veteran status, and/or political affiliations in its program, activities, or employment.

The training and intellectual property of Jackson's Heavy Equipment Training, LLC and are protected by copyright, no photocopying, videotaping or reproduction in whole or in dissemination is permitted without the express written permission from Jackson's Heavy Equipment Training, LLC.

16. EXPIRATION OF AGREEMENT. The terms and conditions of this Agreement will expire 10 business days after date of issuance as noted in the signature approval box of this Professional Services Agreement if the contract has not been approved, signed, and returned to Jackson's Heavy Equipment Training, LLC and receipt has been confirmed. No termination or expiration of this Agreement shall affect any rights, obligations or liabilities of either Party that shall have accrued on or after the to the date of such termination or expiration. Upon approval of this Agreement, the signed Agreement shall be returned in its entirety to Jackson's Heavy Equipment

The information contained in this document is confidential in nature and that any disclosure or use of the same by the reader may cause harm or serious damage to Jackson's Heavy Equipment Training LLC. The information in this document is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of Jackson's Heavy Equipment Training LLC.

#### PROFESSIONAL SERVICES AGREEMENT

Training, LLC. Dates for training will be determined pending contract approval; contract has been signed and returned. If agreeable dates for training cannot be determined or agreed upon by either party, this contract, after approval of the Contract / Professional Services Agreement will expire and become voided 45 days after the issuance of the contract as noted by the date signified in the signature box of this contract.

#### **SIGNATURES**

TO DE COMPLETED DV	TO DE COMPLETED DY
TO BE COMPLETED BY	TO BE COMPLETED BY
(CLIENT)	JACKSON'S HEAVY EQUIPMENT
	TRAINING, LLC
Signed by:	Signed by: Brian L. Jackson
Printed Name:	Printed Name: Brian L Jackson
Title:	Title: Owner
Date:	Date: 30 JANUARY 2025
Address:	Address: 111 County Road U
1	Tobias, NE 68453
	402-826-1815
	Brian@bjhetraining.com

Attest:	
	Jēnna Jennings
	County Auditor

#### SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 01

To: Snyder & Associates, Inc. 2727 SW Snyder Blvd.

Ankeny, IA 50023

**Attn:** Andy Burke Phone: 515-964-2020 Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

i nis is aut	thorization for Snyder & Associates, Inc. to pi	oceed with the following described additional services.
Client:	Jasper County Engineering Office	
Project	Name: County Highway F-48 Resurfacing	from Polk County Limits to Colfax City Limits
S&A Pro	pject Number: 124.1262.01	Original Agreement Date: October 15, 2024
	7	
DESCRIP	TION OF ADDITIONAL SERVICES:	
Refer to a	ttached Exhibit D.	
Lump	Sum in the amount of: \$	
☐ Hourl	y plus expenses per original agreement or at	tached fee schedule, Choose an item. budget: \$
	7	7
□ Docu	ment attached: Refer to attached Exhibit D.	
		and agrees that the services described in this s not contained within the original scope of services
defined in	the original agreement. The Additional Serv	ices in this Supplemental are subject to the general
conditions	s contained in the original Professional Service	es Agreement.
	(0)	ONLYDED & ACCOUNTED INC. (D. ( )
Jasper C		SNYDER & ASSOCIATES, INC. (Professional)
	(Type or Print Name above line)	
Ву:		2
-	(Authorized Agent)	By:(Authorized Agent)
	3 /	,
-	(Printed or typed signature)	(Printed or typed signature)
	(Printed or typed signature)	(Printed or typed signature)
Date:		Date:
-		
Attacts		Route executed to:
Attest:	Jenna Jennings, Côunty Auditor	
Dat	-	
Date: _		



#### **EXHIBIT D**

#### SUPPLEMENTAL #1: SCOPE OF SERVICES FOR PRELIMINARY ENGINEERING DESIGN

# COUNTY HIGHWAY F-48 RESURFACING FROM POLK COUNTY LIMITS TO COLFAX CITY LIMITS

JASPER COUNTY, IOWA

**CLIENT:** 

JASPER COUNTY ENGINEERING OFFICE

910 NORTH 11<sup>TH</sup> AVENUE EAST

NEWTON, IA 50208

C/O MIKE FRIETSCH, P.E., FMP

PROFESSIONAL:

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD ANKENY, IOWA 50023

PROJECT:

COUNTY HIGHWAY F-48 RESURFACING FROM POLK COUNTY LIMITS

TO COLFAX CITY LIMITS - ADDING PRELIMINARY ENGINEERING

**DESIGN** 

DATE:

**JANUARY 29, 2025** 

#### **SCOPE OF SERVICES:**

#### Section III, B with the following information:

#### B. TOPOGRAPHIC SURVEY AND RIGHT-OF-WAY VERIFICATION

PROFESSIONAL shall provide a topographic survey within the new grading and paving for the curve along Highway F48W at W 124<sup>th</sup> Street S (Curve 1) and around each of the nine (9) culverts requiring guardrail system design.

#### Topographic services shall include:

- 1. Horizontal Datum will be provided using the Iowa Regional Coordinate System, Zone 9 Newton.
- 2. Vertical Datum will be provided using the North American Vertical Datum of 1988 (NAVD88).
- 3. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.



- 4. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate cadd drawing level to view when applicable. An approximate 50 grid will be used to create topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- 5. Contours shall be shown at 1-foot intervals.
- 6. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structure shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- 7. Rim elevations for existing utility structures will be provided, if accessible. The surveyor will use their experience and judgment in obtaining the inverts, pipe diameter, pipe material and condition of structure obtained by using reasonable survey equipment and visual inspection of the structure. Due to the nature of underground utilities, the surveyor cannot guarantee the accuracy when physical measurements cannot be obtained.
  - i. Should it be determined that more investigation of the utility is necessary, the COUNTY shall contact PROFESSIONAL to authorize additional investigation of a specific utility. This may include but not limited to geophysical locating, opening manholes rims that have been paved over/locked down/unable to open, private utilities, entering a structure that is considered a confined space, etc. This service is not included with the base fee amount and will be considered extra services.
- 8. Location of trees 6 inches and greater not lying with wooded area will be noted as deciduous or coniferous.
- 9. The drip line or perimeter outline of wooded/brush areas will be shown.

#### Right-of-Way Verification services shall include:

1. PROFESSIONAL shall field verify the existing right-of-way line(s) to facilitate design or concept needs and enable the creation of construction documents. This service includes: researching the public records in the county courthouse to acquire the current recorded deed(s), subdivision plat(s), recorded survey(s), county engineer information, Iowa DOT information and section corner certificate(s); perform a field survey



locating existing monuments and the best available evidence needed to reestablish the record right-of-way lines; Graphically show the right-of-way line on the construction documents for design purpose only. This work does not constitute a certified survey and missing monuments will not be set.

#### Replace Section III, F with the following information:

#### F. ROADWAY DESIGN AND PLAN PREPARATION

PROFESSIONAL shall perform roadway design and plan preparation services as noted below.

- 1. PROFESSIONAL will make two (2) site visits in coordination with the COUNTY staff to review the project site and discuss construction methods, existing pavement conditions, proposed improvements, pavement replacement limits, and agree on a mutual course of action.
- 2. PROFESSIONAL will collect and summarize the design criteria applicable to this project. Iowa DOT Standard Specifications and Design Manual and Iowa SUDAS (if applicable) shall be used as guidance on the development of these standards. Design criteria will be summarized and presented to the COUNTY for review and approval before design. If variations of these design standards are required for this project the PROFESSIONAL shall coordinate design exceptions with the COUNTY and Iowa DOT for concurrence prior to design.
- 3. It is understood that the resurfacing design will include milling of the existing HMA surface, full-depth patching of underlying pavements, resurfacing with HMA, and the addition of a paved safety edge. It is understood that the existing roadway surface does not change in elevation or slopes from the existing conditions except for the new grading and paving of the curve at Curve 1.
- 4. PROFESSIONAL will coordinate with the COUNTY and utility companies to discuss the location of existing facilities and potential impacts of the project. This agreement does not include the design of any private or franchise utility facilities. It is understood that the PROFESSIONAL will hold and facilitate two (2) group utility meetings to address specific issues and relocation needs related to the project. PROFESSIONAL will prepare and distribute meeting minutes to all attendees. PROFESSIONAL will review relocation work plans submitted by private or franchise utilities. Subsurface utility engineering (SUE) services are not a part of this agreement but can be added through a supplemental agreement.
- 5. PROFESSIONAL will utilize the topographic survey, base mapping, aerial imagery, and other information to prepare construction drawings for this project. The construction documents may include:
  - a. Titlesheet showing the project location and other pertinent information.



- b. Typical sections showing existing roadway typical section(s) with proposed pavement material type, dimensions, thicknesses, slopes, clearing limits, shoulder construction, foreslope/backslope grading, etc.
- c. General construction and project notes.
- d. Standard design details.
- e. Iowa DOT bid items, quantities, quantity tabulations, and estimate reference information.
- f. Within resurfacing areas, plan over plan sheets showing aerial base mapping, alignment, and stationing based on available record drawings and field measurements of roadway station stamps, existing ROW based on Jasper County Assessor GIS parcel lines, or other pertinent data. Anticipated information shown on these plan sheets will be fixture adjustments, runout locations, driveway wedges, beginning/end/suspension of project limits, signage improvements, remarking of existing pavement marking locations, and other pertinent information.
- g. PROFESSIONAL will perform guardrail layout and design to protect culverts within the project limits. Based on the Existing Site Evaluation Report there are nine (9) culverts that will require guardrail system designs. The PROFESSIONAL will provide design, layout, plan preparation, and tabulations for 18 guardrail systems. The guardrail design will meet Iowa DOT Design Manual guidance and Iowa DOT Standard Road Plans.
- h. Within the Curve 1 new grading and paving area:
  - i. Plan over profile sheets to realign Curve 1.
  - ii. Plan over profile sheet(s) for W 124th Street S.
  - iii. Existing features.
  - iv. Proposed box culvert location.
  - v. Roadway grading limits.
  - vi. Channel grading limits.
  - vii. Proposed pavement and shoulder line work.
  - viii. Horizontal and vertical alignment/profile data.
    - ix. Pavement markings.
    - x. Approximate location of relocated private/franchise utilities based on received mapping information. No design for private/franchise utilities are included in this agreement.
- i. Erosion control plans showing best management practices.
- j. Alignment and survey control sheet.
- k. A traffic control and staging plan to complete the construction of the project with minimal inconvenience to businesses and property owners. It is anticipated that detour routes will be posted for through traffic. It is anticipated that the Curve 1 construction will be in substages to close Highway F48 W to the minimal amount of time possible.
- Cross sections are anticipated for the work within Curve 1 grading and paving only.
- m. No pedestrian ramp design is anticipated with this project.



- n. All plans shall be prepared on 11x17 paper in black and white ink, unless color plans are required to show detail.
- 6. The PROFESSIONAL shall prepare estimated quantities and provide an opinion of probable construction costs based on the preliminary design and final design. Statements of probable construction costs established by the PROFESSIONAL represent the best judgment as a design professional and understand that the PROFESSIONAL has no control over costs of labor, materials, equipment, or the Contractor's means and methods for determining bid prices.
- 7. It is understood that the project will be let through the Iowa DOT in one (1) plan set. All information pertaining to the front end documents, notice of hearing, information for bidders, standard form of contract, bid bond, performance bond, payment bond, and general conditions shall be prepared by the Iowa DOT. Standard Special Provisions, if needed, will be prepared by the PROFESSIONAL and sent to the COUNTY and Iowa DOT for review and comment.
- 8. Project development shall follow Iowa DOT I.M. 3.010 for a bid letting in March 2026. This includes submittals for Concept Statement, Preliminary Plans, Check Plans, Final Plans, Project Development Certificate, and Contract Turn-In. These submittals will be sent to the COUNTY and Iowa DOT for review and comment.
- 9. PROFESSIONAL shall administer a quality control review which includes a thorough plan review. This review will be performed by a Professional Engineer one (1) time during the project development process.
- 10. It is understood that the COUNTY will perform pavement cores within the project limits and share the core data with the PROFESSIONAL.

#### Replace Section III, G with the following information:

#### G. STRUCTURAL BOX CULVERT DESIGN AND PLAN PREPARATION

PROFESSIONAL shall perform the design of a precast twin 16'x10' reinforced box culvert (RCB) and repairs to existing RCB.

- 1. PROFESSIONAL shall provide preliminary design, final design, general detailing, and plan preparation for concrete repairs as noted in the RCBC Evaluation report dated December 31, 2024. This service is related to Culvert #1 and Culvert #6 in that report.
- 2. Design will be in accordance with current Iowa DOT design policies and AASHTO LRFD 8th Edition, Series of 2017, except as noted in the Iowa DOT BDM Preface.
- 3. Iowa DOT Standard details and sheets will be utilized as much as possible. Minimal modifications are anticipated.
- 4. Plans to be completed in English units using Mircostation CONNECT Edition format.
- 5. All plan sheets will be in 2D only. No 3D modeling of the designs will be performed.
- 6. Culvert repair details will include standard Iowa DOT details.
  - a. No special details will be prepared for the culvert repair plans.



- b. The culvert repair quantities will not be mapped or delineated during construction by the PROFESSIONAL. An estimated quantity will be included for bidding purposes but the actual amount of concrete repair will be delineated by the Contractor, the COUNTY, and the PROFESSIONAL during construction.
- 7. Asbestos evaluation and paint scrape testing for the existing bridge to be performed by the COUNTY.
- 8. Per Iowa DOT BDM 7.1.2, the geotechnical engineer will provide a soil package providing an estimated settlement for the determination of the necessity of bell joints and will advise of the necessity of a granular blanket. It is understood that the COUNTY will contract with a geotechnical engineer to perform this work. The results will be shared with the PROFESSIONAL. The PROFESSIONAL will prepare an exhibit showing the location and GPS coordinates for proposed soil boring locations to the COUNTY.
- 9. Barrel sizing and end section for the twin precast culvert will be of standard sizes and lengths and will be in set lengths for standard precast sections.

#### Replace Section III, F with the following information:

#### F. BID PERIOD ASSISTANCE

PROFESSIONAL shall perform bid period assistance services as noted below.

- 1. It is understood that the project will be let through the Iowa DOT.
- 2. The PROFESSIONAL shall perform the following services.
  - a. Assist the COUNTY and the Iowa DOT in clarification of the plan design and issue addenda as required.
  - b. Review the bid tabulations and issue a recommendation of award lettet to the COUNTY.

#### Update Section V, A – E with the following information:

The COUNTY authorizes the PROFESSIONAL to perform the services noted in the Base Agreement.

#### Add Section V, F with the following information:

#### F. EASEMENT AND ACQUISITION PLATTING

The PROFESSIONAL shall perform platting of easement and acquisitions as noted below.



#### 1. Acquisition Plats:

- a. PROFESSIONAL will provide plats in accordance with the Iowa Code.
- b. This service includes:
  - i. Research public records in the County courthouse and acquire the current recorded deed(s), subdivision plat(s), recorded survey(s), and section corner certificate(s).
  - ii. Reestablish section corners and determine the section lines.
  - iii. Perform a field survey locating existing monuments and the best available evidence needed to re-establish needed record boundary lines.
  - iv. Set monuments at the corners of the acquisition areas indicated on the drawing.
  - v. A certified drawing at a suitable scale depicting the need(s) of the acquisition will be delivered upon completion.
- c. All plats will be provided to the COUNTY for the recording of the drawing at the county recorder's office.
- d. It is estimated that one (1) acquisition plat will be prepared.
- 2. Right-of-Way Vacation Plat
  - a. PROFESSIONAL will provide plats in accordance with the Iowa Code for the process of vacating excess right-of-way for future conveyance.
  - b. PROFESSIONAL will prepare and provide a certified drawing(s) with a suitable scale depicting the results of the survey.
  - c. It is understood that the COUNTY will coordinate with the County Attorney on additional legal documents required in the recording of the Vacation Plat.
  - d. It is estimated that three (3) right-of-way vacation plats will be prepared.

#### Update Section VI with the following information:

#### VI. WORK SCHEDULE

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

Notice to Proceed of Supplemental Agreement #1

Submit Concept Statement

Submit Preliminary Plans

Submit Check Plans

Submit Final Plans and Project Development Certificate

Bid Letting

February 5, 2025

March 18, 2025

September 16, 2025

November 4, 2025

December 9, 2025

March 17, 2026\*\*



#### Begin Construction

Spring 2026

WISCONSIN

\*\* Current NEPA clearances through the Iowa DOT Location and Environment Bureau have required six (6) months on recent projects for Categorical Exclusions. PROFESSIONAL will attempt to meet the established bid letting but is not responsible for delays in the schedule which are beyond the PROFESSIONAL's control.

#### Update Section VII with the following information:

#### VII. COMPENSATION AND TERMS OF PAYMENT

The COUNTY shall pay the ENGINEER with the terms and conditions of the base agreement.

#### A. BASIC SERVICES

			Base	Supplemental	
Item	Α.	1	Agreement	No. 1	Total
1.	Project Administration & Management		\$8,400	\$0	\$8,400
2.	Data Collection		\$9,800	\$0	\$9,800
3.	Existing Box Culvert Evaluation		\$13,500	\$0	\$13,500
4.	Hydrologic and Hydraulic Analysis		\$10,000	\$0	\$10,000
5.	Topographic Survey		\$0	\$9,800	\$9,800
6.	Right of Way Verification		\$0	\$3,500	\$3,500
7.	Preliminary Roadway Design		\$0	\$24,200	\$24,200
8.	Preliminary Culvert Design		\$0	\$8,000	\$8,000
9.	Final Roadway Design		\$0	\$38,600	\$38,600
10.	Final Culvert Design		\$0	\$9,600	\$9,600
11.	Culvert Repair Design		\$0	\$15,600	\$15,600
12.	Bid Assistance		\$0	\$3,400	\$3,400
	Direct Expenses		\$400	\$900	\$1,300
-	Total		\$42,100	\$113,600	\$155,700

#### B. ADDITIONAL SERVICES

The PROFESSIONAL will perform Additional Services tasks as outlined in the Scope of Services as detailed in the Base Agreement and below.

The COUNTY authorizes the PROFESSIONAL to perform the services noted in Section V in the Base Agreement.



		Base	Supplemental	
ltem		Agreement	No. 1	Total
l.	Categorical Exclusion **	\$25,000	\$0	\$25,000
2.	Wetland and Stream Delineation **	\$6,000	\$0	\$6,000
3.	Threatened and Endangered Species **	\$5,000	\$0	\$5,000
4.	Waters of the US Permitting **	\$2,500	\$0	\$2,500
5.	Phase 1 Archaeological Survey **	\$10,000	\$0	\$10,000
6.	Acquisition Plat (One)	\$0	\$1,500	\$1,500
7.	Right of Way Vacation Plat (Three)	\$0	\$3,000	\$3,000
	Direct Expenses	\$0	\$300	\$300
	Total	\$48,500	\$4,800	\$53,300

<sup>\*\*</sup>These items were included in the Base Agreement. This Supplemental Agreement authorizes the issuance of a notice to proceed with these services outlined in the Base Agreement.



# MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY, IOWA AND MARSHALL COUNTY, IOWA

#### Parties and Purpose:

This Memorandum of Understanding (MOU) is between Jasper County, Iowa (hereinafter referred to as Jasper) and Marshall County, Iowa (hereinafter referred to as Marshall).

There is a bridge that currently exists and is shared between Jasper and Marshall. This bridge is known as FHWA #199050 or commonly known by Jasper County as CO5. This bridge needs replacement. Both Jasper and Marshall hereby agree that the actual final costs of construction will be evenly split between Jasper and Marshall.

The new bridge will be an 80' x 24'-6" steel single span steel beam bridge with a reinforced poured concrete deck and will be set over steel backwall abutments.

#### Term of MOU:

This MOU is effective upon the date last signed and executed by the duly appointed representatives of the parties to this MOU. This MOU shall remain in full force and effect until all work is completed on both bridges specified above.

#### **General Provisions:**

#### **Engineers Opinion of Probable Costs:**

Total Cost of Replacement:	Jasper Share:	Marshall Share:
\$250,000	\$125,000.00	\$125,000.00

#### Payment:

Full payment by Marshall to Jasper shall occur before the end of the fiscal year 2026 (June 30, 2026). Final payment shall be based upon completed construction costs.

#### **Applicable Law:**

The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Iowa. The Courts of the State of Iowa shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Jasper County, Iowa.

#### **Entirety of Agreement:**

This MOU represents the entire and integrated agreement between the parties and hereby supersedes all prior negotiations, representations, and agreements, whether written or oral.

# Signatures:

By the signatures below, this MOU is in effect beginning on theday of 202			
JASPER COUNTY, IOWA			
Brandon Talsma, Chairperson Jasper County Board of Supervisors	Carol Hibbs, Chairperson Marshall County Board of Supervisors		
Jenna Jennings Jasper County Auditor	Nan Benson Marshall County Auditor		

#### **RESOLUTION 25-**

WHEREAS, the Jasper County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code, Chapters 331.905 and 331.907.

WHEREAS, the Jasper County Compensation Board met on December 17, 2024, and made the following salary recommendations for the following elected officials for the Fiscal Year 25/26 beginning July 1, 2025. The Board approved a recommendation to the Supervisors of a \$5,304 raise for the Jasper County Auditor, Recorder, and Treasurer. \$14,831 raise for the Jasper County Sheriff and \$14,745 raise for the County Attorney. \$2,500 raise for the Jasper County Supervisors and \$2,500 stipend for the Chairman.

WHEREAS, the Supervisors have expressed their desire to approve an increase in their salaries.

THEREFORE, BE IT RESOLVED THAT the Jasper County Board of Supervisors approves the following salary adjustments for the following elected officials for the Fiscal Year 25/26 beginning July 1, 2025.

Elected Official	Approved Salary	Approved Dollar Increase
Attorney	\$153,255.00	\$8,000.00
Auditor	\$ 97,700.00	\$3,004.00
Recorder	\$ 97,700.00	\$3,004.00
Sheriff	\$152,585.00	\$7,416.00
Supervisors	\$47,000.00	\$0.00
Supervisor Chairman	\$47,000.00	\$0.00
Treasurer	\$ 97,700.00	\$3,004.00

Approved this 4th day of February 2025.

JASPER COUNTY BOARD OF SUPERVISORS

	ATTEST:
Brandon Talsma, Chairperson	Jenna Jennings, Auditor

Resolution				
STATE OF IOWA TRANSFER ORDER \$ Jasper County Newton, Iowa, February 4, 2	\$ <b>15,740.00</b> 2025			
Doug Bishop, Treasurer, Jasper County, Iowa				
Transfer Fifteen thousand seven hundred forty dollars and 00/100***				
From: 0001-General Basic Fund To: 0760- Attorney Collection	ons			
xxxx-99-0051-000-81400 xxxx-4-99-0051-904000				
Account of: Board Action				
By Order of Board of Supervisors.				
	Supervisor			
NO. 1540	Attest			
Teres Audit	itor/Designee			
This transfer reflects 4th quarter FY 23-24 & 1st & 2nd quarters FY 24-25.				

County General Fund receives 28% of all Court Debt Collected. Threshold for Jasper County is \$100,000. Once Jasper County reaches its threshold:

General Fund will continue to receive 28% of all Court debt collected. An additional 5% of all

Court Debt Collected is designated to the County Attorney Office. This Continues for the remainder of the fiscal year.

"Court debt" means all fines, penalties, court costs, fees, forfeited bail, surcharges under chapter 911,

victim restitution, court-appointed attorney fees or expenses of a public defender ordered pursuant to section 815.9, or fees charged pursuant to section 356.7 or 904.108.

Tuesday, January 28, 2025, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Nearmyer and Cupples present and accounted for; Chairman Talsma presiding.

Allison M. Udelhoven, a member of the Compensation Board was present to answer questions regarding the Compensation Board recommendations for FY25-26 Elected Officials salaries. She spoke on the new "show your work" clause that was added to the responsibilities of the Comp Board this year.

Motion by Cupples, seconded by Nearmyer to approve a 0% increase for the Board of Supervisors and no stipend for the Board Chairman effective July 1, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve a \$7,416.00 increase for the County Sheriff effective July 1, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve an \$8,000.00 increase for the County Attorney effective July 1, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve a \$3,004.00 increase for the County Treasurer, County Auditor, and County Recorder effective July 1, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to open the 3<sup>rd</sup> reading of a Public Hearing for the reclassification of Indian Street starting approximately 0.80 miles South of N. 67<sup>th</sup> Ave. E. thence East Southeast approximately 0.56 miles to Immigrant Ave. as an Area Service B Road pursuant to Jasper County Ordinance No IV-1.

YEA: CUPPLES, NEARMYER, TALSMA

The Morris family spoke out on why they wanted Indian Street to remain a Level A maintenance road and the bridge to be replaced.

Motion by Cupples, seconded by Nearmyer to close the Public Hearing.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-17 approving the reduced level of maintenance to Area Service B Road in Jasper County (Indian Street).

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to approve the plans for FLAP-C050(133)—6L-50 seal coat and microsurfacing of W. 129<sup>th</sup> St. S. from IA163 to S. 96<sup>th</sup> Ave. W. and S. 96<sup>th</sup> Ave. W. from W. 129<sup>th</sup> St. S. to Pacific Street.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the contract award for Bridge D05 substructure packages to Oden Enterprises, Inc. in the amount of \$87,050.72.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to adopt Resolution 25-18 approving the 2025 ALS Fees.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Nearmyer, seconded by Cupples to approve Lieutenant Michael Gunsaulus for the Sheriff's Office to be effective from January 1, 2025, to December 31, 2028.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve Sergeants Brandon Bruxvoort and Tracy Cross for the Sheriff's Office to be effective from January 1, 2025, to December 31, 2028.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve Deputy Sheriffs Nicholas Aldrich, Dylan Blackford, Benjamin Block, Brandon Blom, Joshua Borg, Chad Coleman, Todd Decker, Troy Daehler, Wyatt Dillon, Kira Lazenby, Michael Spray, Corey Van Kooten, and Brad Van Zante for the Sheriff's Office to be effective from January 1, 2025, to December 31, 2028.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve Civil Process Servers Summer Guy, Michael Stephenson, and Kim Richardson-Fry for the Sheriff's Office to be effective from January 1, 2025, to December 31, 2028.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve Reserve Deputy Sheriffs Ryan Eaton, Dennis Simon, Joel Wilkerson, Nathan Lanferman, and Steve Ashing for the Sheriff's Office to be effective from January 1, 2025, to December 31, 2028.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve Deputy Auditors Kristin Carley, Teresa Arrowood, and Melissa Hartgers for the Auditor's Office to be effective from January 1, 2025, to December 31, 2028.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve Hilltop Estates Exhibit D Certification of costs for both Fairview Lane (On-Site) and N. 51<sup>st</sup> Ave. W. (Off-Site) improvements.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve a Quit Claim deed for Mary Ellen Vandusseldorp on parcel #11.01.277.002 removing Jasper County as owner. It was discovered to be her land that was incorrectly never transferred from 1967.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the Treasurer's Semi-Annual report from July 1, 2024, to December 31, 2024.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-19 approving transfer order 1539 in the amount of \$215,000.00 from JC Hazmat Equipment Reserve fund to JC Emergency Management Fund.

YEA: CUPPLES, NEARMYER, TALSMA

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

Motion by Cupples, seconded by Nearmyer to approve claims paid through January 28, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to approve the Board of Supervisors meeting minutes from January 21, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

Motion by Nearmyer, seconded by Cupples to enter into closed session requested by Scott Nicholson in accordance with Iowa Code Section 21.5(c) to discuss strategy with counsel 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: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: CUPPLES, NEAMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to come out of closed session.

YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

The Board discussed simplified pay plans and COL increases for July 1, 2025.

Motion by Nearmyer, seconded by Cupples to recess the work session until 1:30 p.m.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to come out of recess.

YEA: CUPPLES, NEARMYER, TALSMA

The Board continued to discuss the new bike trail going from Prairie City to Mitchellville and repairs on Republic Ave near Monroe.

Motion by Talsma, seconded by Nearmyer to adjourn the Tuesday, January 28, 2025, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER & TALSMA