## Jasper County, Iowa

**Denny Carpenter** 

**Doug Cupples** 

**Brandon Talsma** 



Board of Supervisors Courthouse PO Box 944 Newton IA 50208 Phone 641-792-7016 Fax 641-792-1053

## JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

<u>www.jasperia.org</u> May 4, 2021 9:30 a.m.

### Pledge of Allegiance



You may still physically attend the Jasper County Supervisors Meeting, as the County will continue to follow the COVID-19 Guidelines for social distancing. However, you may also attend the meeting by joining us via "Live Stream" at <u>https://jasper.zoom.us/j/97712718501</u> Please use the **Meeting ID: 977 1271 8501**. You may also dial in at +1-312-626-6799, using the same meeting ID.

Item 1	<ul> <li>HR – Dennis Simon</li> <li>a) Hiring Resolution – Permanent Part-Time Recorder's Clerk</li> <li>b) Hiring Resolution – Secondary Roads Seasonal Skilled Laborer</li> <li>c) Hiring Resolution – Seasonal Park Maintenance Technician</li> <li>d) Hiring Resolution – Temporary Part-Time Law Intern</li> </ul>
Item 2	Buildings & Grounds – Adam Sparks a) BBS Agreement between Jasper County and Garling Construction, Inc
Item 3	Approval of Board of Supervisors minutes for 04/27/21
Item 4	Board Appointments

## **PUBLIC INPUT & COMMENTS**

## Resolution 21-

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

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Recorder's Office	Permanent Part-Time Clerk	Jodi Maher	\$15.24	Hire-In Rate Union Scale	05/10/21

Part-time positions will be eligible for scheduled increases but will not be eligible for County paid benefits.

Resolution adopted this 4th day of May, 2021

Doug Cupples, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 21 05/04/2021 PAGE Resolution 21-

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

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Secondary Roads	Seasonal Skilled Laborer	Joseph Oleson	\$16.00	Standard Rate	05/10/21

This seasonal skilled laborer position will not receive any pay increases or County paid benefits. Employment will be discontinued on/or before August 31, 2021.

Resolution adopted this 4th day of May, 2021

Doug Cupples, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 21 05/04/2021 PAGE

## Resolution 21-

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

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
Conservation	Seasonal Park Maintenance Technician	Tate Osborn	\$10.75	Standard	5/17/21

\*This position will not be eligible for pay increases or County benefits

Resolution adopted this 4th day of May 2021

Doug Cupples, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 21 05/04/2021 PAGE

## Resolution 21 –

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

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT	POSITION	EMPLOYEE	PAY RATE	RANGE/STEP	EFFECTIVE DATE
County Attorney's Office	Temporary Part-Time Law Intern	Josh Brelje	\$15.00	Standard Rate	5/10/21

This position is a temporary position which is not eligible for pay increases or the County's paid benefits package.

Resolution adopted this 4<sup>th</sup> day of May, 2021

Doug Cupples, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 21 05/04/21 PAGE

# AIA<sup>°</sup> Document A101<sup>°</sup> – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Sixth day of April in the year Two-Thousand and Twenty-One (In words, indicate day, month and year.)

**BETWEEN** the Owner: (Name, legal status, address and other information)

Jasper County Jasper County Courthouse 101 1st Street North Newton, IA 50208

and the Contractor: (Name, legal status, address and other information)

Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208

for the following Project: (Name, location and detailed description)

Jasper Co Office Building Renovation & Addition 315 W 3rd Street North Newton, Iowa 50208

The Architect: (Name, legal status, address and other information)

BBS Architects | Engineers (Brooks Borg Skiles Architecture Engineering, LLP) 219 8th Street, Suite 100 Des Moines, IA 50309

The Owner and Contractor agree as follows.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement, AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

#### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- PAYMENTS 5
- DISPUTE RESOLUTION 6
- 7 **TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

#### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION ARTICLE 3

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- [X] The date of this Agreement.
- [] A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

Init.

1

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: (Check one of the following boxes and complete the necessary information.)

AIA Document A1019 - 2017. Copyright @ 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes:

[ ] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: April 4, 2022

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work **Substantial Completion Date** N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million, Four Hundred and Seventy Thousand dollars (\$ 3,470,000 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 01: Sidewalk Replacement	\$35,000

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Price **Conditions for Acceptance** ltem N/A § 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

ltem	
N/A	

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

ltem	Units and Limitations	Price per Unit (\$0.00)
Sidewalk Repair	Square Foot	\$12.00/SF

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

#### N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

AIA Document A101<sup>®</sup> - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects, "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order 1 No. 3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes:

#### ARTICLE 5 PAYMENTS

#### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- The aggregate of any amounts previously paid by the Owner; .1
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

Init. 1

AIA Document A101® - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes:

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

#### § 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

1

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

#### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below. or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%

#### **ARTICLE 6** DISPUTE RESOLUTION

#### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

AIA Document A101º - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes:

#### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- [] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- [X] Litigation in a court of competent jurisdiction
- [ ] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Compensation for work completed at time of contract termination.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

#### **MISCELLANEOUS PROVISIONS ARTICLE 8**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative: (Name, address, email address, and other information)

Adam Sparks Jasper County Maintenance Director 101 1st Street North Newton, IA 50208 641-521-8844 Cell asparks@jasperia.org

§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

Doug DeMeulenaere, Owner Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208 319-444-3409 Office ddemeul@garlingconstruction.com

Init. 1

AIA Document A101<sup>®</sup> - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects, All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. **User Notes:** 

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>™</sup> 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup>-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203<sup>™</sup>-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

#### **ARTICLE 9** ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds
- AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction .3

(Paragraphs deleted)

- .5 Drawings (See Exhibit B)
- .6 Specifications (See Exhibit C)
- .7 Addenda, if any:

Number	Date	Pages
01	March 23, 2021	7
02	April 2, 2021	4

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Other Exhibits: .8

> (Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204TM\_2017, Sustainable Projects Exhibit, dated as indicated below: [ ] (Insert the date of the E204-2017 incorporated into this Agreement.)

Al A Document A101º - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The Init. American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes:

[] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit D: Specifications Section	Supplementary	March 9, 2021	12
007300	Conditions		

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201<sup>™</sup>–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

**OWNER** (Signature)

(Printed name and title)

**CONTRACTOR** (Signature)

Doug DeMeulenaere, Owner

(Printed name and title)

Attest:

Dennis K. Parrott Auditor

Date:

## Additions and Deletions Report for

AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:02:03 CT on 04/26/2021.

#### PAGE 1

AGREEMENT made as of the Twenty-Sixth day of April in the year Two-Thousand and Twenty-One

....

Jasper County Jasper County Courthouse 101 1st Street North Newton, IA 50208

...

Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208

....

Jasper Co Office Building Renovation & Addition 315 W 3rd Street North Newton, Iowa 50208

...

BBS Architects | Engineers (Brooks Borg Skiles Architecture Engineering, LLP) 219 8th Street, Suite 100 Des Moines, IA 50309 PAGE 2

[<u>X</u>] PAGE 3 The date of this Agreement.

> [X] By the following date: April 4, 2022

...

N/A

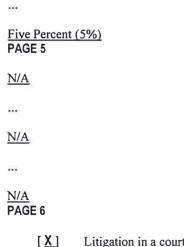
...

Additions and Deletions Report for AIA Document A101° - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. (1131045719) User Notes:

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million, Four Hundred and Seventy Thousand dollars (\$ 3,470,000 ), subject to additions and deductions as provided in the Contract Documents.



§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.



Litigation in a court of competent jurisdiction

....

Compensation for work completed at time of contract termination.

Additions and Deletions Report for AIA Document A101° - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes:

...

Adam Sparks Jasper County Maintenance Director 101 1st Street North Newton, IA 50208 641-521-8844 Cell asparks@jasperia.org

...

Doug DeMeulenaere, Owner Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208 319-444-3409 Office ddemeul@garlingconstruction.com PAGE 7

- .4 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203-2013 incorporated into this Agreement.)
- .5 Drawings (See Exhibit B)

		Number	Title	Date	
	.6	Specifications (See Exhibit C)			
		Section	Title	Date	Pages
PAGE 8		$\frac{\underline{01}}{\underline{02}}$	March 23, 2021 April 2, 2021	<u>7</u> <u>4</u>	
		[X] Supplementary and other Con	nditions of the Contract:		
•••					
		Exhibit D: Specifications Section 007300	Supplementary Conditions	March 9, 202	<u>1 12</u>
			Doug DeMeulenaer	re,Owner	

Additions and Deletions Report for AIA Document A101° - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes:

## Certification of Document's Authenticity

AIA<sup>®</sup> Document D401<sup>™</sup> – 2003

I, Matthew Cole, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:02:03 CT on 04/26/2021 under Order No. 3977309727 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101<sup>TM</sup> – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA Document D401<sup>w</sup> - 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 15:02:03 CT on 04/26/2021 under Order No.3977309727 which expires on 11/12/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes: (1131045719)

Tuesday, April 27, 2021 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter, and Cupples present and accounted for; Chairman Cupples presiding.

Carpenter joined the meeting by phone midway through the meeting.

Motion by Talsma and seconded by Cupples to amend the agenda to include approval of claims through April 27, 2012.

YEA: CUPPLES, TALSMA

Motion by Talsma and seconded by Cupples to approve claims paid through April 27, 2021.

## YEA: CUPPLES, TALSMA

Motion by Talsma and seconded by Cupples to adopt Resolution 21-32 a hiring resolution certifying the following to the Auditor for payroll implementation:

DEPARTMENT	POSITION	<u>EMPLOYEE</u>	PAY RATE	RANGE/STEP EFFECTIVE DATE
Engineer's Office	Full Time Acct/Computer Specialist	Shawna Jaggers	\$18.38	Grade 2 Hire-in 04/28/2021 Rate PPME Scale

## YEA: CUPPLES, TALSMA

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

The Supervisors had a conversation with the HR Director about the recruiting process for a new County Engineer. The Supervisors asked the HR Director to contact a couple of headhunters for interviews.

Motion by Cupples and seconded by Talsma to approve the appointment of Chad Coleman as Deputy Sheriff.

## YEA: TALSMA, CUPPLES

Motion by Talsma and seconded by Cupples to approve the agreement between Jasper County and IDEMIA for maintenance and support for Live Scan Tenprint/Palmprint hardware and software for the Sheriff in the amount of \$2,685 for the period beginning June 17, 2021 through June 16, 2022.

YEA: CUPPLES, TALSMA

Motion by Talsma and seconded by Cupples to approve the First Amendment to the Agreement for the Provision of Healthcare to Incarcerated Patients for the Sheriff in the amount of \$53,356.93. The agreement is for one year.

## YEA: CUPPLES, TALSMA

Motion by Talsma and seconded by Cupples to approve the lowa DOT Secondary Roads Budget Amendment.

## YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-33 vacating a portion of a public roadway in part of the SE ¼ of the SW ¼ of Section 35, Township 79 North, Range 21 West of the 5<sup>th</sup> P.M., Jasper County, Iowa.

## YEA: CUPPLES, TALSMA, CARPENTER

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

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-34 vacating a portion of a public roadway on West 140<sup>th</sup> Street North in Sections 29 & 30, Township 81 North, Range 21 West of the 5<sup>th</sup> P.M., Jasper County, Iowa.

YEA: CUPPLES, TALSMA, CARPENTER

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

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-35 vacating a portion of a public roadway on North 51<sup>st</sup> Ave. East located in Sections 12 & 13, Township 80 North, Range 19 West of the 5th P.M., Jasper County, Iowa.

YEA: CUPPLES, TALSMA, CARPENTER

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

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-36 designating a portion of public roadway West 109<sup>th</sup> Street South located in Sections 26 & 27, Township 78 North, Range 21 West of the 5th P.M., Jasper County, Iowa as an Area Service level "C" road.

YEA: CUPPLES, TALSMA, CARPENTER

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

Motion by Talsma and seconded by Carpenter to approve the purchase of 2 dump bodies from Henderson Products Inc., at a price of \$144,117. Only one bidder.

## YEA: CUPPLES, TALSMA, CARPENTER

The County Engineer's Office presented to the Board quotes for 2 dump trucks, and they are as follows:

Truck Center Co	\$236,900
Midwest Peterbuilt Group	\$258,162
Housby Mack	\$260,000

Motion by Talsma and seconded by Carpenter to approve the purchase of 2 dump trucks from Truck Center Co. at a price of \$236,900.

## YEA: CUPPLES, TALSMA, CARPENTER

No action was taken on Item #4 Community Development – Kevin Leuters/Daniel Hunter a) Rock Creek West Roads.

Motion by Talsma and seconded by Carpenter to approve Board of Supervisors minutes for 04/20/2021.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Carpenter and seconded by Talsma to adjourn the Tuesday, April 27, 2021 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, TALSMA, CARPENTER

Dennis K. Parrott, Auditor