Jasper County
- IOWA -

BOARD OF SUPERVISORS

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

Thad Nearmyer Doug Cupples Brandon Talsma

March 4, 2025
9:30 a.m.
www.jasperia.org

Live Stream: https://zoom.us/j/8123744948
Meeting ID: 812 374 4948
Dial In: +1-646-931-3860

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

Pledge of Allegiance

Item 1 **Set Public Hearing for Installing a 30,000-gallon and 26,000-gallon NH3 Storage at Key Cooperative at 10683 Hwy F62, Sully, IA 50251. The 26,000-gallons will be moved from the existing location at 504 6th Ave, Sully, IA 50251.**
(Recommended Date and Time, March 18th, March 25th and April 1, 2025, at 9:30 am in the Jasper County Board of Supervisors Room)

Item 2 **Buildings & Grounds – Adam Sparks**
a) Workspace Quote for Sheriff's Office Leap Chairs

Item 3 **Human Resources – Dennis Simon**
a) Resolution for the Boots/Clothing/Glasses Policy

Item 4 **Engineer – Mike Frietsch**
a) Approve Federal-aid Agreement with the Iowa Department of Transportation for Project No. BRS-C050(150)—60-50 (Bridge S07 Replacement)
b) Award Contract 50-5110-602 to Peterson Contractors, Inc in the Amount of $806,718.40 for the Replacement of Bridge F04 on East Street over a Small Stream
c) Award Contract 50-C050-148 to Peterson Contractors, Inc in the Amount of $1,723,742.19 for the Replacement of Bridge A11 on Highway F-17 over Rock Creek
d) Approve Lease Contract with CHNI for a New 2023 CaseIH 115 Maxxum Tractor at an Annual Payment of $18,972.68 for 800 Hours per year at a Term of 36 Months

Item 5 **County Farm – Brandon Talsma**
a) Denitrifying Bioreactor Project Bids

Item 6 **Resolution Approving Transfer Order 1541**

Item 7 **Resolution Approving Transfer Order 1542**

Item 8 **Approval of Board of Supervisors Minutes for February 25, 2025**

Item 9 **Board Appointments**

PUBLIC INPUT & COMMENTS

Continue to Page 2

Jasper County
- IOWA -
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Close Session requested by Brandon Talsma and Jeff Davidson in Accordance with Iowa Code 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental boy would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

Close Session requested by Scott Nicholson & Adam Sparks 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.

Close Session requested by Scott Nicholson & Mike Frietsch 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.

Close Session requested by Dennis Simon 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.

Close Session requested by Dennis Simon 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.

Item 10 **Employee Evaluation: Dennis Simon, Director of Human Resources**

After the Regular Meeting

Work Session

workspace
309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 81981
Quote Date 02/21/25
Customer Order
Project
Customer JASPCO
Terms Net 30

Account Representative Mason Lundy

Quote To

Accounts Payable
Jasper County
315 W 3RD ST N
NEWTON IA 50208-2015

Ship To

Adam Sparks
Jasper County Sheriff's Office
2300 Law Center Dr
Newton IA 50208-8255

Phone +1 (641) 521-8844
asparks@jasperia.org

Phone +1 (641) 762-2196
asparks@jasperia.org
Sales Location Des Moines Corporate Office

Invoice will include any vendor surcharges in effect at the time of order.

Workspace reserves the right to apply a contingency fee of up to 5% of the quoted total to recover unplanned costs incurred during delivery/installation such as additional handling/trips due to job site readiness, storage needs, and changes to scope.

	Description	Quantity	Unit Price	Extended Price
1	46216179 - Leap; Chair, Upholstered, Adjustable seat depth Plastic Finish: POLYPROPYLENE 6205 - BLACK Upholstery Finish: BUZZ 2 5F17 - BLACK Caster: HARD CASTERS Arm: HEIGHT ADJUSTABLE ARMS Lumbar: Lumbar Seat Height: 5" PNEU SEAT HEIGHT RANGE Headrest: OMIT HEADREST Soil Retardant: NO SOIL RETARDANT TREATMENT Packaging: Not Applicable STEELCASE Tag For Sheriff's Office	5	897.63	4,488.15

Quotation Totals

Sub Total	4,488.15
WORKSPACE Delivery	145.00
Grand Total	4,633.15

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY_____ TITLE_____ DATE_____

workspace
309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

TERMS AND CONDITIONS OF SALE

1. **ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
2. CHANGE ORDERS: Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
3. RETURNS: Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
4. PRICE: All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
5. TAX: Proposals and orders are subject to applicable sales tax.
6. TERMS: Net 30 days.
7. DELIVERY: In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
8. DELIVERY/ INSTALLATION DELAYS:
A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
B. STORAGE: if premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
9. SHIPMENTS: Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
10. DEPOSITS: A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
11. ACCEPTANCE: All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
12. LIMITED LIABILITY: the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.
13. LIEN AND SECURITY INTEREST: Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
14. COSTS AND ATTORNEY FEES: In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
15. TRADE/MANUFACTURE STANDARDS: The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
16. LACK OF CONTROL: Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
17. ADDITIONAL TERMS: Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
18. PAYMENT OPTIONS: Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY_____ TITLE_____ DATE_____

Resolution 25 -

The following resolution will be effective July 1, 2025. This policy is specific to the Jasper County Roads' Department and identified employees

BOOT/HIGH VISABILITY CLOTHING ALLOWANCE:

Employees within the Jasper County Secondary Roads Department shall be allowed up to Four Hundred Dollars ($400.00) per fiscal year for the purchase of OSHA approved safety-toe boots and approved high visibility clothing. The County Engineer will be responsible for establishing venders for the employee to purchase approved footwear and high-visibility clothing. Should an individual purchase boots and/or approved high visibility clothing over the Four Hundred Dollars ($400.00) limit, the individual will be responsible for any expense over the established limit.

PRESCRIPTION SAFETY GLASSES ALLOWANCE:

If an employee within the Jasper County Secondary Roads Department is required to wear prescription glasses or contacts, the employee may utilize some or all the Four Hundred Dollar ($400.00) boot/clothing allowance for authorized prescription safety glasses. The employee must provide a receipt verifying the purchase of prescription safety glasses to management for reimbursement.

ELIGIBLE PERSONNEL

Eligible personnel for this policy include the following positions: Skilled Laborer, Mechanic, Crew Leader, Civil Technician, Technical Design Manager, Shop Foreman, Sign/Roadside Vegetation Manager, Assistant Maintenance Superintendent (Structure/Granular Roads), Maintenance Superintendent, Engineer. The following positions will not be eligible: office clerical, Assistant to the Engineer.

Current or new positions will be addressed on a case-by-case basis by the County Engineer and the Board of Supervisors. If approved, the identified position will be added or deleted as eligible personnel. Additions or deletions to the list of eligible personnel may be done through simple motions by the Board of Supervisors in a public meeting and will not require an additional Resolution.

Amendments and Changes

Unless otherwise noted above, any changes to the Boot/High-Visibility Clothing Allowance Policy shall be made by Resolution and approved by the Board of Supervisors in a public meeting. The policy, and the approved monetary amount shall be reviewed bi-annually by the County Engineer and the Board of Supervisors. Any changes, amendments or adjustments to the policy must be made before February of the fiscal year prior to the fiscal year when the changes are to be enacted. Example: Changes to the policy for fiscal year 2027-2028 must be made and approved before February 2027.

Resolution adopted this 4th day of March 2025

_____
Brandon Talsma, Chairman

Attest:

_____
Jenna Jennings, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 22 03/04/2025 PAGE

January 2025

IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project

RECIPIENT: Jasper County

Project No: BRS-C050(150)—60-50

Iowa DOT Agreement No: 1-25-HBPS-008

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and Local Systems Instructional Memorandum 1.100, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.

3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:

   A. FHWA Structure Number: 195300

   B. Location: On F62 over Elk Creek

   C. Preliminary Estimated Total Eligible Construction Costs: $2,000,000

4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.

5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in Local Systems Instructional Memorandum 1.100 in place at the time of this agreement being fully executed.

7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.

9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.

12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.

13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the

_____day of _____, _____.

_____ _____
County Auditor Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

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

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements

a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.

c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.

d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.

e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending $750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.

f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.

g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

   i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

   ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming and Federal Authorization

a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.

c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.

d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.

d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed $100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.

b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.

c. The RECIPIENT shall comply with the DEPARTMENT'S Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating and Adjustment of Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.

b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:

i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.

iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.

c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.

d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.

e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.`

f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.

e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements

a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. The RECIPIENT shall follow I.M. 6.020 Payment and Reimbursement Processes for requesting reimbursement.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:

   i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

   ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.

b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.

d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.

e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

JASPER COUNTY ENGINEER'S OFFICE
910 N 11th Ave E
Newton, Iowa 50208

(641) 792-5862
FAX – (641) 791-7740

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

February 27, 2025

To: Jasper County Supervisors

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

Re: Bridge F04 Contract Award

Dear Supervisors,

Replacement of Bridge F04 was programmed for letting in FY2025, the current fiscal year. Bridge F04 is in the City of Mingo on N East Street, an extension of a county road, 0.2 miles north of E Main Street in Mingo, Iowa, and crosses a Small Natural Stream. The current bridge is a poured concrete structure that was constructed in 1924. The estimate remaining life in 2023 was 6 years. The bridge will be replaced with an 80 foot long by 30 feet 6 inch wide continuous concrete slab (CCS) bridge over poured concrete abutments and piers with H-pile foundations and will be built by an outside contractor.

The project is being funded by City Bridge Funds granted to the City of Mingo on January 23, 2023, and the division of costs and responsibilities for the replacement of this bridge between the City of Mingo and Jasper County was established by a 28E agreement on February 18, 2025. Lastly, this project was let through the Iowa DOT on February 18, 2025.

Five bids were received by the Iowa DOT. Peterson Contractors, Inc was the apparent low bidder at $806,718.40 while the highest bid received was from Godbersen-Smith at $1,048,434.60, so an approximately 30% spread. Engineers estimate for this project was $866,770.40. Total funding available from the City Bridge Funds was $1,500,000. Hence, the apparent low bid submitted by Peterson Contractors is reasonable and within funding limits.

After consideration of the bid submitted by Peterson Contractors, Inc. and the reasonable prices received, I recommend awarding Contract ID 50-5110-602 to Peterson Contractors for the replacement of Bridge F04 at a total cost of $806,718.40

Sincerely,

Michael J. Frietsch, P.E., FMP
County Engineer

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IOWA DOT

Contracts and Specifications Bureau

02/25/2025 9:30 AM

Project(s) and Vendor Ranking

Call Order: 014
Letting Date: February 18, 2025 10:00 A.M.
Letting Status: AWARDED
Contract Period: Start Date: 06/09/25 105 Working Days

Contract ID: 50-5110-602
Awarded Vendor: PETERSON CONTRACTORS INC.

Primary County: JASPER
DBE Goal: 3.0%

Project Information:

Project: BROS-5110(602)--8J-50
County: JASPER
Route: N E STREET
Location: In the city of Mingo, On N E ST, Over SMALL NATURAL STREAM, from E Main St N 0.2 miles S3 T80 R21

WorkType: BRIDGE AND APPROACHES - CCS
Prj Awrd Amt: $806,718.40

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IOWA DOT

Contracts and Specifications Bureau

02/25/2025 9:30 AM

Project(s) and Vendor Ranking

Call Order: 014
Letting Date: February 18, 2025 10:00 A.M.
Letting Status: AWARDED
Contract Period: Start Date: 06/09/25 105 Working Days

Contract ID: 50-5110-602
Awarded Vendor: PETERSON CONTRACTORS INC.

Primary County: JASPER
DBE Goal: 3.0%

Rank	Vendor ID	Vendor Name	Total Bid	Percent Of Low Bid
1	PE320	PETERSON CONTRACTORS INC.	$806,718.40	100.00%
		BID WINNER: MET THE DESIGNATED DBE GOAL		
2	JA250	JASPER CONSTRUCTION SERVICES, INC.	$876,260.25	108.62%
3	HE420	HERBERGER CONSTRUCTION CO., INC.	$890,114.20	110.34%
4	CU082	MANATT'S, INC. DBA CUNNINGHAM-REIS	$901,[illegible]5.50	111.74%
5	GO020	GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.	$1,048,434.60	129.96%

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.		(2) JASPER CONSTRUCTION SERVICES, INC.		(3) HERBERGER CONSTRUCTION CO., INC.	
Alt Set / Alt Member	Quantity and Units			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**						Cat Alt Set:	Cat Alt Member:	
0010	2101-0850001	0.100	ACRE	21,025.00000	2,102.50	11,000.00000	1,100.00	10,800.00000	1,080.00
CLEARING AND GRUBBING									
0020	2102-2710070	1,710.000	CY	4.50000	7,695.00	6.60000	11,286.00	6.50000	11,115.00
EXCAVATION, CLASS 10, ROADWAY AND BORROW									
0030	2102-2710090	1,690.000	CY	13.25000	22,392.50	9.90000	16,731.00	9.70000	16,393.00
EXCAVATION, CLASS 10, WASTE									
0040	2104-2710020	1,500.000	CY	4.40000	6,600.00	6.60000	9,900.00	6.50000	9,750.00
EXCAVATION, CLASS 10, CHANNEL									
0050	2105-8425015	1,350.000	CY	5.75000	7,762.50	8.80000	11,880.00	8.60000	11,610.00
TOPSOIL, STRIP, SALVAGE AND SPREAD									
0060	2115-0100000	250.000	CY	47.30000	11,825.00	80.00000	20,000.00	78.00000	19,500.00
MODIFIED SUBBASE									
0070	2121-7425020	170.000	TON	43.10000	7,327.00	44.00000	7,480.00	42.00000	7,140.00
GRANULAR SHOULDERS, TYPE B									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

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Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.		(2) JASPER CONSTRUCTION SERVICES, INC.		(3) HERBERGER CONSTRUCTION CO., INC.	
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001 ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE							Cat Alt Set:	Cat Alt Member:	
0080	2301-0690210	411.400	SY	208.50000	85,776.90	240.00000	98,736.00	220.00000	90,508.00
BRIDGE APPROACH, TWO LANE									
0090	2301-1033080	1,011.100	SY	81.00000	81,895.10	85.00000	85,943.50	90.00000	90,999.00
STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.									
0100	2401-6745625	(1)	LS	43,092.50000	43,092.50	20,000.00000	20,000.00	43,000.00000	43,000.00
REMOVAL OF EXISTING BRIDGE									
0110	2402-2720000	115.000	CY	36.55000	4,203.25	60.00000	6,900.00	65.00000	7,475.00
EXCAVATION, CLASS 20									
0120	2403-0100010	172.600	CY	1,004.50000	173,376.70	1,100.00000	189,860.00	1,100.00000	189,860.00
STRUCTURAL CONCRETE (BRIDGE)									
0130	2404-7775005	46,574.000	LB	1.45000	67,532.30	1.30000	60,546.20	1.50000	69,861.00
REINFORCING STEEL, EPOXY COATED									
0140	2414-6424124	182.000	LF	109.55000	19,938.10	130.00000	23,660.00	125.00000	22,750.00
CONCRETE OPEN RAILING, TL-4									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.		(2) JASPER CONSTRUCTION SERVICES, INC.		(3) HERBERGER CONSTRUCTION CO., INC.	
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE						Cat Alt Set:		Cat Alt Member:
0150	2501-0201042	1,720.000	LF	39.55000	68,026.00	60.00000	103,200.00	64.00000	110,080.00
PILES, STEEL, HP 10 X 42									
0160	2501-5478042	210.000	LF	121.55000	25,525.50	200.00000	42,000.00	190.00000	39,900.00
CONCRETE ENCASEMENT OF STEEL H PILES, HP 10 X 42 (P10L TYPE 3)									
0170	2505-4008410	4.000	EACH	2,800.00000	11,200.00	3,000.00000	12,000.00	2,800.00000	11,200.00
STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201									
0180	2505-4021010	4.000	EACH	200.00000	800.00	220.00000	880.00	200.00000	800.00
STEEL BEAM GUARDRAIL END ANCHOR, BOLTED									
0190	2505-4021710	4.000	EACH	2,900.00000	11,600.00	3,200.00000	12,800.00	2,900.00000	11,600.00
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625									
0200	2507-3250005	900.000	SY	5.50000	4,950.00	4.25000	3,825.00	4.30000	3,870.00
ENGINEERING FABRIC									
0210	2507-6800061	575.000	TON	65.95000	37,921.25	65.00000	37,375.00	68.00000	39,100.00
REVETMENT, CLASS E									

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IOWA DOT

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Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.		(2) JASPER CONSTRUCTION SERVICES, INC.		(3) HERBERGER CONSTRUCTION CO., INC.	
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE						Cat Alt Set:		Cat Alt Member:
0220	2510-6745850	1,383.500	SY	4.40000	6,087.40	15.40000	21,305.90	15.00000	20,752.50
REMOVAL OF PAVEMENT									
0230	2526-8285000	(1)	LS	5,000.00000	5,000.00	5,000.00000	5,000.00	5,000.00000	5,000.00
CONSTRUCTION SURVEY									
0240	2527-9263209	16.080	STA	150.00000	2,412.00	150.00000	2,412.00	160.00000	2,572.80
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED									
0250	2528-2518000	2.000	EACH	100.00000	200.00	200.00000	400.00	150.00000	300.00
SAFETY CLOSURE									
0260	2528-8445110	(1)	LS	6,075.00000	6,075.00	2,500.00000	2,500.00	4,000.00000	4,000.00
TRAFFIC CONTROL									
0270	2533-4980005	(1)	LS	78,500.00000	78,500.00	60,000.00000	60,000.00	43,000.00000	43,000.00
MOBILIZATION									
0280	2601-2634100	3.000	ACRE	550.00000	1,650.00	800.00000	2,400.00	550.00000	1,650.00
MULCHING									

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IOWA DOT

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Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.		(2) JASPER CONSTRUCTION SERVICES, INC.		(3) HERBERGER CONSTRUCTION CO., INC.	
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**						**Cat Alt Set:**	**Cat Alt Member:**	
0290	2601-2636043	1.500	ACRE	650.00000	975.00	600.00000	900.00	650.00000	975.00
SEEDING AND FERTILIZING (RURAL)									
0300	2601-2642100	1.500	ACRE	200.00000	300.00	700.00000	1,050.00	200.00000	300.00
STABILIZING CROP - SEEDING AND FERTILIZING									
0310	2602-0000020	260.000	LF	2.00000	520.00	2.20000	572.00	2.00000	520.00
SILT FENCE									
0320	2602-0000030	280.000	LF	2.00000	560.00	2.20000	616.00	2.00000	560.00
SILT FENCE FOR DITCH CHECKS									
0330	2602-0000101	540.000	LF	0.01000	5.40	0.01000	5.40	0.01000	5.40
MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK									
0340	2602-0000312	435.000	LF	2.50000	1,087.50	2.75000	1,196.25	2.50000	1,087.50
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.									
0350	2602-0010010	1.000	EACH	600.00000	600.00	600.00000	600.00	600.00000	600.00
MOBILIZATIONS, EROSION CONTROL									

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IOWA DOT

Contracts and Specifications Bureau

02/25/2025 9:30 AM

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.		(2) JASPER CONSTRUCTION SERVICES, INC.		(3) HERBERGER CONSTRUCTION CO., INC.	
Alt Set / Alt Member	Quantity and Units			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**						**Cat Alt Set:**		**Cat Alt Member:**
0360	2602-0010020	1.000	EACH	1,200.00000	1,200.00	1,200.00000	1,200.00	1,200.00000	1,200.00
MOBILIZATIONS, EMERGENCY EROSION CONTROL									
Section Totals:					$806,718.40		$876,260.25		$890,114.20
Contract Item Totals					**$806,718.40**		**$876,260.25**		**$890,114.20**
Contract Time Totals									
Contract Grand Totals					**$806,718.40**		**$876,260.25**		**890,114.20**

( ) indicates item is bid as Lump Sum

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IOWA DOT

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Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(4) MANATT'S, INC. DBA CUNNINGHAM-REIS		(5) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.			
Alt Set / Alt Member	Quantity and Units			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**						Cat Alt Set:		Cat Alt Member:
0010	2101-0850001	0.100	ACRE	10,000.00000	1,000.00	90,000.00000	9,000.00		
CLEARING AND GRUBBING									
0020	2102-2710070	1,710.000	CY	6.00000	10,260.00	9.00000	15,390.00		
EXCAVATION, CLASS 10, ROADWAY AND BORROW									
0030	2102-2710090	1,690.000	CY	9.00000	15,210.00	5.00000	8,450.00		
EXCAVATION, CLASS 10, WASTE									
0040	2104-2710020	1,500.000	CY	6.00000	9,000.00	9.00000	13,500.00		
EXCAVATION, CLASS 10, CHANNEL									
0050	2105-8425015	1,350.000	CY	8.00000	10,800.00	9.00000	12,150.00		
TOPSOIL, STRIP, SALVAGE AND SPREAD									
0060	2115-0100000	250.000	CY	72.00000	18,000.00	105.00000	26,250.00		
MODIFIED SUBBASE									
0070	2121-7425020	170.000	TON	39.00000	6,630.00	62.00000	10,540.00		
GRANULAR SHOULDERS, TYPE B									

CONFIDENTIAL - destroy if NOT awarded

IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description	Alt Set / Alt Member	Quantity and Units		(4) MANATT'S, INC. DBA CUNNINGHAM-REIS Unit Price	Ext Amount	(5) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID. Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**					**Cat Alt Set:**		**Cat Alt Member:**	
0080	2301-0690210	411.400	SY	251.50000	103,467.10	218.00000	89,685.20		
BRIDGE APPROACH, TWO LANE									
0090	2301-1033080	1,011.100	SY	85.00000	85,943.50	150.00000	151,665.00		
STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.									
0100	2401-6745625	(1)	LS	20,000.00000	20,000.00	55,000.00000	55,000.00		
REMOVAL OF EXISTING BRIDGE									
0110	2402-2720000	115.000	CY	70.00000	8,050.00	60.00000	6,900.00		
EXCAVATION, CLASS 20									
0120	2403-0100010	172.600	CY	1,100.00000	189,860.00	1,200.00000	207,120.00		
STRUCTURAL CONCRETE (BRIDGE)									
0130	2404-7775005	46,574.000	LB	1.50000	69,861.00	1.75000	81,504.50		
REINFORCING STEEL, EPOXY COATED									
0140	2414-6424124	182.000	LF	135.00000	24,570.00	150.00000	27,300.00		
CONCRETE OPEN RAILING, TL-4									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(4) MANATT'S, INC. DBA CUNNINGHAM-REIS		(5) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.			
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**						Cat Alt Set:		Cat Alt Member:
0150	2501-0201042	1,720.000	LF	60.00000	103,200.00	60.00000	103,200.00		
PILES, STEEL, HP 10 X 42									
0160	2501-5478042	210.000	LF	230.00000	48,300.00	210.00000	44,100.00		
CONCRETE ENCASEMENT OF STEEL H PILES, HP 10 X 42 (P10L TYPE 3)									
0170	2505-4008410	4.000	EACH	2,800.00000	11,200.00	2,800.00000	11,200.00		
STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201									
0180	2505-4021010	4.000	EACH	200.00000	800.00	200.00000	800.00		
STEEL BEAM GUARDRAIL END ANCHOR, BOLTED									
0190	2505-4021710	4.000	EACH	2,900.00000	11,600.00	2,900.00000	11,600.00		
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625									
0200	2507-3250005	900.000	SY	3.85000	3,465.00	3.00000	2,700.00		
ENGINEERING FABRIC									

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IOWA DOT

Contracts and Specifications Bureau

02/25/2025 9:30 AM

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(4) MANATT'S, INC. DBA CUNNINGHAM-REIS		(5) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.			
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**						Cat Alt Set:	Cat Alt Member:	
0210	2507-6800061	575.000	TON	58.00000	33,350.00	70.00000	40,250.00		
REVETMENT, CLASS E									
0220	2510-6745850	1,383.500	SY	14.00000	19,369.00	20.00000	27,670.00		
REMOVAL OF PAVEMENT									
0230	2526-8285000	(1)	LS	4,500.00000	4,500.00	4,500.00000	4,500.00		
CONSTRUCTION SURVEY									
0240	2527-9263209	16.080	STA	150.00000	2,412.00	150.00000	2,412.00		
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED									
0250	2528-2518000	2.000	EACH	100.00000	200.00	100.00000	200.00		
SAFETY CLOSURE									
0260	2528-8445110	(1)	LS	3,450.00000	3,450.00	3,450.00000	3,450.00		
TRAFFIC CONTROL									
0270	2533-4980005	(1)	LS	80,000.00000	80,000.00	75,000.00000	75,000.00		
MOBILIZATION									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(4) MANATT'S, INC. DBA CUNNINGHAM-REIS		(5) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.			
Alt Set / Alt Member	Quantity and Units			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**						Cat Alt Set:	Cat Alt Member:	
0280	2601-2634100	3.000	ACRE	550.00000	1,650.00	550.00000	1,650.00		
MULCHING									
0290	2601-2636043	1.500	ACRE	650.00000	975.00	650.00000	975.00		
SEEDING AND FERTILIZING (RURAL)									
0300	2601-2642100	1.500	ACRE	200.00000	300.00	200.00000	300.00		
STABILIZING CROP - SEEDING AND FERTILIZING									
0310	2602-0000020	260.000	LF	2.00000	520.00	2.00000	520.00		
SILT FENCE									
0320	2602-0000030	280.000	LF	2.00000	560.00	2.00000	560.00		
SILT FENCE FOR DITCH CHECKS									
0330	2602-0000101	540.000	LF	0.01000	5.40	0.01000	5.40		
MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK									
0340	2602-0000312	435.000	LF	2.50000	1,087.50	2.50000	1,087.50		
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.									

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IOWA DOT

Contracts and Specifications Bureau

02/25/2025 9:30 AM

Tabulation of Construction and Material Bids

Call Order: 014 **Contract ID:** 50-5110-602 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(4) MANATT'S, INC. DBA CUNNINGHAM-REIS		(5) GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.			
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE**						**Cat Alt Set:**	**Cat Alt Member:**	
0350	2602-0010010	1.000	EACH	600.00000	600.00	600.00000	600.00		
MOBILIZATIONS, EROSION CONTROL									
0360	2602-0010020	1.000	EACH	1,200.00000	1,200.00	1,200.00000	1,200.00		
MOBILIZATIONS, EMERGENCY EROSION CONTROL									
Section Totals:					$901,395.50		$1,048,434.60		
Contract Item Totals					**$901,395.50**		**$1,048,434.60**		
Contract Time Totals									
Contract Grand Totals					**$901,395.50**		**$1,048,434.60**		

( ) indicates item is bid as Lump Sum

JASPER COUNTY ENGINEER'S OFFICE
910 N 11th Ave E
Newton, Iowa 50208

(641) 792-5862
FAX – (641) 791-7740

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

February 27, 2025

To: Jasper County Supervisors

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

Re: Bridge A11 Contract Award

Dear Supervisors,

Replacement of Bridge A11 was programmed for letting in FY2025, the current fiscal year. Bridge A11 carries Highway F-17 E over Rock Creek 0.1 miles west of E 124th St N in Hickory Grove township. The current bridge is a continuous I-beam structure with a reinforced concrete deck and is supported by poured concrete abutments and piers with concrete pile foundations. This bridge was constructed in 1963 with the longest span at 49 feet and a total span of 128 feet. The estimated remaining life for A11 in 2023 was 6 years. Bridge A11 is being replaced due to its age and inadequacy to carry the loads permitted by the State of Iowa All Systems Permit.

The new bridge will be a 201 feet 4 inches long by 30 feet 6 inch wide pretensioned prestressed concrete beam (PPCB) bridge with reinforced concrete deck and supported by poured concrete abutments and piers with H-pile foundations. The bridge replacement will be by an outside contractor. The project is being funded by the county's Highway Bridge Program (HBP) funds with a state SWAP fund match. This project was let through the Iowa DOT on February 18, 2025.

One bid was received by the Iowa DOT. Peterson Contractors, Inc was the lone bidder at $1,723,742.19. The engineers' estimate for this project was $1,715,502.40. Total funding programmed for this project was $2,000,000. Hence, the lone bid submitted by Peterson Contractors is reasonable and within funding limits.

After consideration of the bid submitted by Peterson Contractors, Inc. and the reasonable prices received, I recommend awarding Contract ID 50-C050-148 to Peterson Contractors, Inc. for the replacement of Bridge A11 at a total cost of $1,723,742.19.

Sincerely,

Michael J. Frietsch, P.E., FMP
County Engineer

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IOWA DOT

Contracts and Specifications Bureau

02/25/2025 9:30 AM

Project(s) and Vendor Ranking

Call Order: 015
Letting Date: February 18, 2025 10:00 A.M.
Letting Status: AWARDED
Contract Period: Start Date: 04/21/25 130 Working Days

Contract ID: 50-C050-148
Awarded Vendor: PETERSON CONTRACTORS INC.

Primary County: JASPER
DBE Goal: 3.0%

Project Information:

Project: BRS-C050(148)--60-50
County: JASPER
Route: F17
Location: On F 17, Over ROCK CREEK, from E 124th St N W 0.1 miles S17 To F17

WorkType: BRIDGE REPLACEMENT - PPCB
Pd Wd Amt: $1,723,742.19

IOWA DOT

Contracts and Specifications Bureau

02/25/2025 9:30 AM

Project(s) and Vendor Ranking

Call Order: 015
Letting Date: February 18, 2025 10:00 A.M.
Letting Status: AWARDED
Contract Period: Start Date: 04/21/25 130 Working Days

Contract ID: 50-C050-148
Awarded Vendor: PETERSON CONTRACTORS INC.

Primary County: JASPER
DBE Goal: 3.0%

Rank	Vendor ID	Vendor Name	Total Bid	Percent Of Low Bid
1	PE320	PETERSON CONTRACTORS INC.	$1,723,742.19	100.00%

BID WINNER: MET THE DESIGNATED DBE GOAL

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 015 **Contract ID:** 50-C050-148 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.					
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 201'-4 X 30'-6 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE**						**Cat Alt Set:**	**Cat Alt Member:**	
0010	2102-2710070	270.000	CY	7.25000	1,957.50				
EXCAVATION, CLASS 10, ROADWAY AND BORROW									
0020	2102-2710090	4,067.000	CY	15.00000	61,005.00				
EXCAVATION, CLASS 10, WASTE									
0030	2104-2710020	2,190.000	CY	7.00000	15,330.00				
EXCAVATION, CLASS 10, CHANNEL									
0040	2105-8425015	1,160.000	CY	14.25000	16,530.00				
TOPSOIL, STRIP, SALVAGE AND SPREAD									
0050	2121-7425020	152.000	TON	60.00000	9,120.00				
GRANULAR SHOULDERS, TYPE B									
0060	2301-0690210	566.660	SY	225.00000	127,498.50				
BRIDGE APPROACH, TWO LANE									
0070	2401-6745625	(1)	LS	175,000.00000	175,000.00				
REMOVAL OF EXISTING BRIDGE									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 015 **Contract ID:** 50-C050-148 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description	Alt Set / Alt Member	Quantity and Units		(1) PETERSON CONTRACTORS INC. Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 201'-4 X 30'-6 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE**					**Cat Alt Set:**		**Cat Alt Member:**	
0080	2402-2720000	210.000	CY	24.00000	5,040.00				
EXCAVATION, CLASS 20									
0090	2402-2721000	204.000	CY	24.00000	4,896.00				
EXCAVATION, CLASS 21									
0100	2403-0100010	430.700	CY	1,160.00000	499,612.00				
STRUCTURAL CONCRETE (BRIDGE)									
0110	2404-7775000	18,744.000	LB	0.85000	15,932.40				
REINFORCING STEEL									
0120	2404-7775005	72,420.000	LB	1.17000	84,731.40				
REINFORCING STEEL, EPOXY COATED									
0130	2407-0551363	10.000	EACH	13,500.00000	135,000.00				
BEAMS, PRETENSIONED PRESTRESSED CONCRETE, C63									
0140	2407-0551371	5.000	EACH	16,500.00000	82,500.00				
BEAMS, PRETENSIONED PRESTRESSED CONCRETE, C71									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 015 **Contract ID:** 50-C050-148 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.					
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 201'-4 X 30'-6 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE**						**Cat Alt Set:**	**Cat Alt Member:**	
0150	2408-7800000	4,122.000	LB	4.70000	19,373.40				
STRUCTURAL STEEL									
0160	2414-6424124	456.700	LF	80.00000	36,536.00				
CONCRETE OPEN RAILING, TL-4									
0170	2501-0201042	1,120.000	LF	38.50000	43,120.00				
PILES, STEEL, HP 10 X 42									
0180	2501-0201502	1,440.000	LF	76.00000	109,440.00				
PILES, STEEL, HP 14 X 102									
0190	2501-6335010	160.000	LF	99.25000	15,880.00				
PREBORED HOLES									
0200	2505-4008410	4.000	EACH	2,875.00000	11,500.00				
STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201									
0210	2505-4021010	4.000	EACH	300.00000	1,200.00				
STEEL BEAM GUARDRAIL END ANCHOR, BOLTED									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 015 **Contract ID:** 50-C050-148 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.					
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 201'-4 X 30'-6 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE**						**Cat Alt Set:**		**Cat Alt Member:**
0220	2505-4021710	4.000	EACH	3,000.00000	12,000.00				
STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625									
0230	2507-2638650	41.000	SY	550.00000	22,550.00				
BRIDGE WING ARMORING - EROSION STONE									
0240	2507-3250005	1,100.000	SY	3.50000	3,850.00				
ENGINEERING FABRIC									
0250	2507-6800061	1,000.000	TON	64.00000	64,000.00				
REVETMENT, CLASS E									
0260	2510-6745850	672.200	SY	36.50000	24,535.30				
REMOVAL OF PAVEMENT									
0270	2526-8285000	(1)	LS	8,500.00000	8,500.00				
CONSTRUCTION SURVEY									
0280	2527-9263209	6.050	STA	333.00000	2,014.65				
PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 015 **Contract ID:** 50-C050-148 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description				(1) PETERSON CONTRACTORS INC.					
Alt Set / Alt Member		Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 201'-4 X 30'-6 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE**						**Cat Alt Set:**		**Cat Alt Member:**
0290	2528-2518000	2.000	EACH	125.00000	250.00				
SAFETY CLOSURE									
0300	2528-8445110	(1)	LS	12,450.00000	12,450.00				
TRAFFIC CONTROL									
0310	2533-4980005	(1)	LS	95,000.00000	95,000.00				
MOBILIZATION									
0320	2601-2634100	1.700	ACRE	550.00000	935.00				
MULCHING									
0330	2601-2636043	1.700	ACRE	650.00000	1,105.00				
SEEDING AND FERTILIZING (RURAL)									
0340	2601-2642100	1.700	ACRE	200.00000	340.00				
STABILIZING CROP - SEEDING AND FERTILIZING Seed and fertilize all areas 8 foot adjacent to the shoulder mainline, medians, and side according to Article 2601.03, C, 3,									
0350	2602-0000020	400.000	LF	2.00000	800.00				
SILT FENCE									

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IOWA DOT

02/25/2025 9:30 AM

Contracts and Specifications Bureau

Tabulation of Construction and Material Bids

Call Order: 015 **Contract ID:** 50-C050-148 **Primary County:** JASPER

Letting Date: February 18, 2025

Line No / Item Number / Item Description	Alt Set / Alt Member	Quantity and Units		(1) PETERSON CONTRACTORS INC. Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
SECTION: 0001	**ITEMS FOR A 201'-4 X 30'-6 PRETENSIONED PRESTRESSED CONCRETE BEAM BRIDGE**					**Cat Alt Set:**		**Cat Alt Member:**	
0360	2602-0000030	204.000	LF	2.00000	408.00				
SILT FENCE FOR DITCH CHECKS									
0370	2602-0000101	204.000	LF	0.01000	2.04				
MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK									
0380	2602-0000312	800.000	LF	2.50000	2,000.00				
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.									
0390	2602-0010010	1.000	EACH	600.00000	600.00				
MOBILIZATIONS, EROSION CONTROL									
0400	2602-0010020	1.000	EACH	1,200.00000	1,200.00				
MOBILIZATIONS, EMERGENCY EROSION CONTROL									
Section Totals:					$1,723,742.19				
Contract Item Totals					**$1,723,742.19**				
Contract Time Totals									
Contract Grand Totals					**$1,723,742.19**				

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Call Order: 015
Letting Date: February 18, 2025
( ) indicates item is bid as Lump Sum

Contract ID: 50-C050-148

Primary County: JASPER

CNH CAPITAL

EQUIPMENT OPERATING LEASE AGREEMENT

048292 / 2867985

F%0000029842492 1009A0106

"Lessee(s)" Legal Name(s)	Address	City	St	Zip
JASPER COUNTY HWY	910 N 11TH AVE E	NEWTON	IA	50208-1866

"Lessor" Legal Name	Address	City	St	Zip
J. J. NICHTING COMPANY, INC.	1828 6TH AVE	GRINNELL	IA	50112

The undersigned Lessee(s) (collectively called "Lessee") hereby leases from Lessor and Lessor hereby leases to Lessee the following goods (the "Equipment") under the terms set forth herein. The Equipment is leased for commercial ☑ business use ☐ agricultural use.

NEW*/USED	EQUIPMENT DESCRIPTION	MODEL	IDENTIFICATION NO. (PIN)	HOURS	"MAX ANN USE"	"EXCESS USE"
NEW	Case IH Maxxum Tractor	115	HACMX115EPDH05123	15 0	800 0 Hrs	545 00 /Hr

*New Equipment is unused equipment, a rental unit or a demonstrator, not previously sold, for which the manufacturer will supply all or a portion of a new equipment warranty; this Equipment may have been manufactured in a year prior to the year of this lease.

Location of Equipment:	Address (if other than Lessee address)	City	St	Zip

The beginning date of this agreement (the "Agreement" or this "Lease") is 02-27-2025 ("Beginning Date") and the termination date of the Agreement is 03-01-2028 ("Termination Date"). There shall be a security deposit of $ N/A ("Security Deposit") and a purchase option price of $ 77,085.30 ("Purchase Option Price").
Lease Payments: Advance Payment of $ 18,911.40 followed by payments in accordance with the following schedule, PLUS APPLICABLE TAXES.

NUMBER OF PAYMENTS	PERIOD OF PAYMENTS	AMOUNT OF EACH PAYMENT	BEGINNING MM/DD/YYYY
2	12 MONTHS	$ 18,911.40	03/01/2026
		$	
		$	
		$	
		$	
		$	

NUMBER OF PAYMENTS	PERIOD OF PAYMENTS	AMOUNT OF EACH PAYMENT	BEGINNING MM/DD/YYYY
		$	
		$	
		$	
		$	
		$	
		$	

The "Obligations" shall mean Lessee's responsibility to pay the payments noted in this Lease (the "Lease Payments") and to perform any other existing or future obligations of Lessee to Lessor, or to the Assignee under this Lease or any other agreement between or among Lessee and Assignee, or Lessor or affiliate of Lessor and Assignee.

LESSEE HAS SELECTED THE EQUIPMENT. THE MANUFACTURER AND ITS REPRESENTATIVES ARE NOT LESSOR'S NOR ASSIGNEE'S AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. LESSEE IS AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND LESSEE WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF WARRANTY RIGHTS, LIMITATIONS AND DISCLAIMERS. LESSOR MAKES NO WARRANTIES TO LESSEE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. LESSOR PROVIDES THE EQUIPMENT TO LESSEE AS-IS. LESSOR, NOR ASSIGNEE, SHALL BE LIABLE FOR SPECIAL, INCIDENTIAL OR CONSEQUENTIAL DAMAGES.*

Some states do not allow these limitations and exclusions, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state law.

Lessee has received and examined the Equipment, which is in good operating order and condition and is as described above. Lessee acknowledges receipt of a copy of this Agreement. Lessee agrees to lease the Equipment described above and based on the terms of this Agreement. The parties intend that this agreement: (a) creates a "Lease" under Section 1-203 of the Uniform Commercial Code ("UCC"); (b) is a "Lease" as defined in Section 2A-103(1)(j) of the UCC and (c) satisfies every element under Section 2A-103(1)(g) of the UCC.

NOTICE TO THE LESSEE:

1. DO NOT SIGN THIS BEFORE YOU READ THE TERMS ON THE FIVE AGREEMENT PAGES (PLUS ANY ADDENDUMS), EVEN IF OTHERWISE ADVISED.
2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
4. LESSEE REPRESENTS THAT THE EQUIPMENT IS NOT BEING LEASED FOR FAMILY, HOUSEHOLD OR PERSONAL USE.

ADDITIONAL PROVISIONS CONCERNING RIGHTS AND DUTIES OF THE PARTIES ON THE ADDITIONAL PAGES OF THIS AGREEMENT ARE A PART OF THIS AGREEMENT.

X	JASPER COUNTY HWY		02-27-2025
Signature of Lessee/Lessee's Representative	Printed Name	Title (not for an individual Lessee)	Date
X			
Signature of Lessee/Lessee's Representative	Printed Name	Title (not for an individual Lessee)	Date

Dealer (herein "Assignor" or "Lessor") hereby assigns all of its rights, title and interest in and to this Agreement and the Equipment to CNH Industrial Capital America LLC (herein "Assignee" or "CNH Capital"), under terms also described in the Retail Finance Agreement, Program Procedures, Dealer Handbook or other related documents (collectively hereinafter the "RFA") executed by the Assignor and Assignee. Lessor has obtained a signed credit application for this Agreement. The Equipment has been paid in full to Dealer or will be paid in full with Agreement proceeds pursuant to the terms of the RFA. Assignor waives notice of acceptance of this Assignment and notice of non-payment and non-performance of this Agreement and any other notices required by law and waives any and all setoffs and counterclaims. The Assignment shall become effective upon delivery of this Agreement to Assignee or upon Assignee's payment of the lease price therefor, whichever occurs first.
Basis of Acceptance ☐ Nonrecourse ☐ Repurchase ☐ Full Recourse ☑ Other

Other explanation See attached Lease Guarantee Addendum

X	J. J. NICHTING COMPANY, INC.	02-27-2025
Signature of Lessor's Representative	Printed Lessor Name	Date

Agreement Provisions

1. **Assignment; Conditions to Lease.** Lessor hereby assigns this Agreement, and any related guarantee(s) ("Guarantee") (together collectively the "Assignment") to Assignee. Lessee acknowledges that Lessor has the right to assign this Agreement and such Guarantee, that all rights and benefits but no obligations (if any) of Lessor under this Agreement may be exercised by Assignee and that no obligations (if any) of Lessor pass to Assignee. Lessee shall make all payments due under this Agreement directly to Assignee. This Agreement shall be binding on and inure to the benefit of Lessee, Lessor and Assignee and their respective heirs, personal representatives, successors and assigns; provided, however, that Lessee may not assign its interest in the Equipment or its rights or obligations under this Agreement to any person without Assignee's prior written consent. LESSEE SHALL NOT ASSERT AGAINST CNH INDUSTRIAL CAPITAL AMERICA LLC ANY CLAIM OR DEFENSE WHICH LESSEE MAY HAVE AGAINST THE INITIAL LESSOR (I.E., THE ENTITY APPEARING IN THE TOP OF PAGE 1 OF THIS LEASE. Lessor and Assignee have no obligation to lease the Equipment to Lessee until they receive: (a) a fully executed Agreement; (b) evidence of insurance that complies with the requirements of Assignee; (c) such precautionary financing statements, or other documents, as Lessor deems necessary or appropriate to evidence and/or perfect Lessor's interest in the Equipment in accordance with the applicable UCC or other appropriate law; and (d) such other documents as they may reasonably request. Lessee hereby authorizes Assignee or its designee to execute and file any precautionary financing statements and other public notification documentation, and any amendments thereto describing the Equipment as Lessor deems necessary or appropriate. Lessee hereby irrevocably appoints Assignee or its designee as Lessee's agent and attorney-in-fact to sign such instruments on Lessee's behalf and to file them. CNH Capital may make UCC related filings and/or termination statements pursuant to this Agreement. CNH Capital reserves its right to assess additional fees and other charges to the Obligations including but not limited to, if fees and other charges increase or other actions are needed to protect its lien upon the Equipment.

2. **Title.** This Agreement is a true lease only (and not a conditional sale). Lessee does not have any right, title or interest in the Equipment, except, so long as no event of default has occurred and is continuing hereunder, the right to use it during the term hereof and, if so indicated, the option to purchase it as provided under this Agreement.

3. **Late Charges/Default Rate/Returned Checks.** Lessee shall pay a late charge on each payment not paid within 10 days after the due date at the highest amount, both as permitted by applicable law. Lessee shall pay interest on the unpaid balance after maturity (as scheduled, by acceleration or otherwise) and at the highest rate, as permitted by applicable law. If a check is returned for any reason, Assignee may charge Lessee a returned check processing fee as established by Lessor or Assignee from time to time not to exceed the maximum permitted under applicable law. Assignee may apply any payment or proceed received toward the Obligations, in its sole discretion regardless of how requested or directed. Lessee shall make all payments in lawful money of the United States of America. If any fees and/or other charges scheduled and/or assessed under any part of this Agreement exceed the maximum permitted by applicable law, any excess shall be applied toward a reduction of the principal balance and that shall be the sole and satisfactory remedy under this Agreement.

4. **Notification of Change In Residence, Principal Office, or Organizational Form.** If Lessee changes (as applicable): (a) its state of principal residence; or (b) the state in which its chief executive office is located; or (c) the state in which it is organized; or (d) its form of organization (such as from an individual to a corporation); or (e) its name, as printed on a State filed registration document or individual name, as printed on a valid driver's license, then Lessee will notify Assignee in writing promptly, but in no event more than 30 days after such change.

5. **Waiver of Defenses; Indemnification.** Lessee shall not assert against Assignee any claim or defense which Lessee might have against Lessor, the manufacturer of the Equipment or any other person. Lessee agrees that its obligation to remit payments will not be subject to, and it will not make any claim against Assignee for breach of any representation, warranty or condition with respect to the Equipment and that its obligation to pay Assignee amounts under this Lease is absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reason whatsoever, including any dispute which now or hereafter arises between Lessee and Lessor or any other person. Time is of the essence. Lessee shall defend and indemnify Lessor and Assignee and its officers, directors, employees, affiliates and agents from and against any damage, loss, theft or destruction of the Equipment or any part thereof, and from and arising out of or connected with this Lease, the use, condition (including without limitation, all defects whether or not discoverable by Lessee or Lessor) or operation of the Equipment or any part thereof. Lessee shall promptly notify Assignee of any loss, damage, theft, destruction, injury, claim, demand, cost or expense related to this Lease or the Equipment. Lessee shall also defend and indemnify Lessor and Assignee and its officers, directors, employees, affiliates and agents from and against all claims, losses and out-of-pocket costs (including attorneys' fees) arising out of: (a) the use (by Lessee, sublessee or any other party) or condition of the Equipment; (b) default by Lessee under the Lease; or (c) the repossession of the Equipment, after default by the Lessee, by the Lessor or the Assignee. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERED UPON A LESSEE UNDER ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERED BY ANY OTHER STATUTE OR OTHERWISE, WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES.

6. **Lessee's Covenants.** Lessee shall: (a) keep the Equipment at the Equipment Location listed on page 1 of this Agreement and not remove the Equipment from such locations, except temporarily in connection with its ordinary use or repair, unless Assignee consents in writing; (b) maintain the Equipment in good condition and repair and not permit its intended function or value to be impaired and Lessee will make sure that the manufacturer's warranty remains valid. Lessee will pay all the costs of performing these obligations; (c) keep the Equipment free of all liens, encumbrances and security interests of all persons other than Lessor and Assignee; (d) defend the Equipment against all claims and legal proceedings by persons other than Assignee; (e) pay and discharge when due all taxes, fees, levies and other charges upon the Equipment; (f) pay when due all taxes arising from the purchase of the Equipment under this Agreement, excluding any taxes based upon Lessor's net income; (g) use the Equipment solely in the conduct of Lessee's business; (h) ensure the Equipment will be used solely within the intended uses of the manufacturer; (i) not sell, lease or otherwise dispose of the Equipment nor permit the Equipment to become an accession to other goods or a fixture; (j) not permit the Equipment to be used in violation of any law, regulation or policy of insurance; (k) strictly follow the terms on page 1 of this Agreement; (l) perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (m) not permit the Equipment to be used by, or to be in the possession of, anyone other than Lessee or Lessee's employees; and (n) timely pay the nonrefundable Obligations from the Beginning Date through the term on the Lease, as set forth on page 1. Lessee represents and warrants that: (i) each individual executing this Agreement authorized by or on behalf of Lessee has the requisite power and authority to execute this Agreement and all related documents; (ii) Lessee is fully authorized to perform its obligations and consummate the transactions contemplated under this Agreement and related documents the execution and delivery of this Agreement and all related documents; (iii) the execution and delivery of this Agreement and all related documents and the consummation of the transactions under this Agreement have been duly authorized by Lessee; and (iv) this Agreement and all related documents constitute valid and legally binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms.

7. **Insurance.** Lessee shall keep Assignee's interests in the Equipment insured against fire, theft, physical damage and other hazards under policies listing Assignee as Lender's loss payee, with such provisions, for such amounts (but not less than the Termination Value, under this Agreement) and by such insurers and terms as shall be satisfactory to Assignee from time to time, and shall furnish to Assignee evidence of such insurance satisfactory to Assignee. Such insurance shall provide at least 30 days' written notice of cancellation, lapse or expiration to Assignee. Lessee assigns (and directs any insurer to pay) to Assignee Lessee's interest in the proceeds of any and all insurance related to the Equipment and any premium refund, and Assignee may, at its option, apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to repair or restore the Equipment. Lessee must make all payments due under this Agreement whether or not the Equipment is insured or underinsured. Assignee is authorized, in the name of Lessee or otherwise, to make, adjust and/or settle claims under any insurance on the Equipment, or cancel the same after the occurrence of an event of default, or set off amounts owed Assignee against any rebates, credits or refunds due Lessee and/or any guarantor. If Lessee purchased physical damage insurance that is financed under this Agreement, Lessee hereby requests and authorizes Lessor (provided Lessor is properly licensed to do so) or its designee: (a) to arrange physical damage insurance for the benefit of Lessor or Assignee and Lessee that covers physical damage to the Equipment; (b) to replace or otherwise modify such insurance as Lessor deems appropriate; and (c) to be Lessee's attorney-in-fact to make claim for, receive payment of and execute, endorse and negotiate all documents, checks or drafts received in payment of loss, damage or premium refunds under any insurance. This Agreement includes and hereby incorporates by reference any Insurance Addendum signed in connection with this Agreement. STATEMENT TO LESSEE: THE PHYSICAL DAMAGE INSURANCE PURCHASED UNDER THE TERMS OF THIS AGREEMENT COVERS ONLY LOSS OF OR DAMAGE TO THE EQUIPMENT. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED AS PART OF THE PHYSICAL DAMAGE INSURANCE. LESSEE UNDERSTANDS THAT IF INSURANCE IS FINANCED UNDER THIS AGREEMENT, PREPAYMENT OF LESSEE'S OBLIGATIONS OR TERMINATION OF THIS AGREEMENT WILL RESULT IN CANCELLATION OF INSURANCE COVERAGE, UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY ASSIGNEE.

Agreement Provisions

8. **Liability Insurance.** Lessee shall obtain and maintain, liability insurance from a carrier acceptable to Assignee in such form and subject to such limits as Assignee may reasonably require protecting the interests of Lessee and Assignee against claims for damages or injuries to persons or property caused by the use, condition, holding or operation of the Equipment. Lessor shall ensure that Lessee has liability insurance in place before the lease commences, having minimum coverage of at least $1,000,000.00 total liability per occurrence, with CNH Industrial Capital America LLC named as additional insured.

9. **Modifications and Waivers.** This Agreement sets forth the entire understanding among Lessor, Assignee and Lessee. No modification, amendment or extension of this Agreement and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties and a waiver of any default hereunder by Assignee shall not constitute a waiver of any other prior or subsequent default, except that Lessee authorizes Assignee to insert in this Agreement the identification no. (PIN) and/or model number of any Equipment if this information is unknown when this Agreement is executed or to correct any errors in such numbers or any other patent errors in the description of the Equipment.

10. **Taxes.** Lessee agrees to pay all taxes (or reimburse Assignee for any taxes) imposed by any government, political subdivision or taxing authority upon or with respect to: (a) the purchase, ownership, possession, acceptance, relocation, repair, lease, return, sale or use of the Equipment; (b) the Lease Payments or any other payment required under this Agreement; or (c) any of the transactions contemplated by this Agreement. The term "taxes" shall mean any and all fees (including, without limitation, license, documentation, recording and registration fees), taxes (including, without limitation, gross receipts, sales, lease, use, value added, goods and services, property [tangible and intangible], excise and stamp taxes), licenses, levies, duties, assessments or withholdings of any nature whatsoever (together with any and all penalties, fines, additions to tax and interest thereon), except all taxes on or measured by Assignee's net income. Taxes may be included as part of your Lease Payments.

11. **Tax Representations and Indemnification.** As the owner, Assignee shall be entitled to claim all items of deduction, including depreciation, on the Equipment that are consistent with ownership for tax purposes (the "Tax Benefits"). Lessee will not take or omit to take any action which would cause this Agreement not to be treated as a true lease for U.S. federal tax purposes. If Assignee loses the right to claim or is not entitled to claim all or any portion of the Tax Benefits, or if all or any of the Tax Benefits claimed by Lessor are disallowed, recaptured, reduced, or eliminated, or if Assignee originally contemplated after-tax return is adversely affected (a "Loss of Tax Benefits") as a result of: (a) the inaccuracy or falsity of any representation or warranty made by Lessee in this Agreement; (b) Lessee's breach of or failure to perform any covenant or agreement hereunder; or (c) any other act or omission by Lessee, then Lessee shall pay Assignee such amount as shall, in Assignee's reasonable opinion, cause Assignee to receive over the full term of this Agreement the same after-tax return that Assignee would have realized if there had not been a Loss of Tax Benefits (the "Original Net Economic Return"). If, as a result of any change in U.S. federal and/or applicable state income tax law enacted after the date of this Agreement, Lessor shall have a Loss of Tax Benefits, Lessee shall pay Assignee, upon Assignee's request, that amount which will provide Assignee the Original Net Economic Return. Any amounts due hereunder shall be payable at Assignee's election either as supplemental Lease Payments during the remaining term of this Agreement or as a lump sum payable on demand. Neither Lessor, Assignee nor Lessee makes any representation to the other concerning the proper treatment of this Agreement for tax purposes by either party.

12. **Authority of Assignee to Perform for Lessee.** If Lessee fails to perform any of Lessee's duties set forth in this Agreement (including, without limitation, the purchase of insurance), Assignee may at its option, in Lessee's name or otherwise, take any such action, including, without limitation, signing Lessee's name or paying any amount so required, and all costs and expenses incurred by Assignee in connection therewith shall form part of the Obligations and shall be payable by Lessee upon demand with interest from the date of payment by Assignee at the highest rate permitted by applicable law.

13. **Default/Cross Default.** Lessee shall be in default under this Agreement, and any other agreement with or assigned to Assignee, if any of the following occurs (each, an "event of default"): (a) Lessee fails to pay when due any of the Obligations, or to perform any covenant or other obligation of Lessee under this Agreement or any other agreement with or assigned to Assignee; (b) Lessee or any guarantor dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency or liquidation proceedings, attempts to or does assign this Agreement or attempts to or does remove, sell, transfer, further encumber, part with possession of or sublet any Equipment; (c) any warranty or representation made by Lessee or any guarantor to induce Lessor or Assignee to extend credit to Lessee, under this Agreement or otherwise, is false in any material respect when made; (d) Lessee fails to maintain insurance required hereunder or fails to comply with the requirements of any such insurance; (e) any other event occurs that causes Assignee, in good faith, to consider that payment or performance of the Obligations is impaired or that the Equipment is at risk; (f) the Equipment is impounded or confiscated by any federal, state, local governmental authority or third party; (g) Lessee fails to produce Equipment for inspection within 10 days, upon demand; or (h) Lessee breaches any of the other terms of this Agreement or any other agreement with or assigned to Assignee.

14. **Expenses.** To the extent not prohibited by law, Lessee shall reimburse Lessor or Assignee for any expense incurred by Lessor or Assignee in protecting, defending or enforcing their rights under this Agreement, including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, transporting, holding, repairing, refurbishing, preparing for disposition and disposing of the Equipment, and all expenses and costs incurred in collecting the Obligations, including collection agency fees based on a maximum of 25% of the Obligations, and all shall be part of the Obligations.

15. **Remedies.** If Lessee is in default, Assignee may terminate this Agreement and/or exercise all other rights and remedies provided by law and by this Agreement, and Lessee will lose all rights to keep the Equipment. Assignee will have the right to take the Equipment, without notice or hearing, and, Lessee or any guarantor also expressly waives any right to notice or a prior hearing or to require Assignee to post any bond. To take it, Lessee consents that Assignee may enter the premises where the Equipment is stored and remove it. Assignee may take any property contained within the Equipment at the time of repossession and hold it for Lessee. Neither the termination of this Agreement nor the repossession of the Equipment by Assignee shall release Lessee from its Obligations under this Agreement. Lessee agrees that Assignee may sell the Equipment (including at wholesale), re-lease it or otherwise dispose of it in a commercially reasonable manner. Lessee agrees to pay Assignee, as liquidated damages for loss of bargain and not as a penalty, an amount equal to: (a) the Termination Value (as hereinafter defined); plus (b) a processing fee ("Processing Fee") equal to the lower of $500.00 or the maximum amount permitted by applicable law. The net proceeds of the disposition of the Equipment by sale or re-lease for the remaining term of lease under this Agreement, shall reduce the Lessee's Obligations pursuant to the preceding sentence. Any costs to Lessor and/or Assignee arising from repossessing the Equipment and/or selling the Equipment and/or re-leasing the Equipment for the remaining term of lease under this Agreement, including, without limitation, reasonable legal fees and costs, shall increase the Lessee's Obligations pursuant to the preceding sentences. Lessee shall remain liable for any deficiency. All Lessees and Guarantors consent to Assignee obtaining credit bureau reports upon them. Any surplus following any disposition of the Equipment shall belong to Assignee. All rights and remedies may be exercised by Assignee either separately or in combination and any action taken by Assignee to recover payment from Lessee of the Obligations shall not limit Assignee's rights with respect to the Equipment. Assignee can apply all proceeds or payments in its discretion.

16. **Excessive Wear and Tear.** All warranty and product improvement programs are to be completed prior to the Termination Date of the lease relating to the Equipment. For purposes of this Agreement, excessive wear and tear shall mean and include any of the following: (a.) Cab/Operator Platform. (a.1) Heavy interior soil or strong odor. (a.2) Unclean condition of the cab. (a.3) Holes, tears or burns on the dash, floor covers, seats, headliners, upholstery or interior. (a.4) Hour Meter: If the hour meter or dash has been tampered with, Assignee has the right to estimate excess hours plus any additional penalties deemed appropriate. (a.5) Seat and/or seat belts broken. (b.) Exterior. (b.1) Dents larger than 2" in diameter or excessive number of dents. (b.2) Scratches - Any excess scratches to the paint or any one individual scratch that exceeds 8" in length. (b.3) Chips - Any single chip the size of a quarter or larger or multiple smaller chips within 1 square foot. (b.4) Paint - Substandard paint, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint. (b.5) Rust - Rust holes in the body metal or any rust spots. (b.6) Glass Damage - Any glass that must be replaced due to cracks or missing glass and any windshield damages. (b.7) Frame Damage - All frame damage and substandard frame repairs in addition to modifications made to the frame. (b.8) Blades, Buckets and Other Attachments - Any broken or cracked teeth on any attachments included with the Equipment. (b.9) Tires/Tracks - Any tires/tracks on returned Equipment that have any of the following: are in an unsafe condition, are not matching, non compatible and/or have excessive cuts/cracks/missing chunks or missing/damaged drive lugs, excessive stubble damage, have broken side walls, are not original casings, have improper ballasting, have less than 50% of original tread remaining, or are not of the same size, type, grade or manufacturer (or equivalent-quality manufacturer) as were originally included on the Equipment, then Lessee will be required to pay for the cost of a new tire/track if the above conditions are not met. (b.10) Unclean exterior requiring but not limited to steam cleaning. (b.11) Broken or Inoperable lights. (b.12) Any Mirror damage. (b.13) Bent or broken steps. (b.14) Dented or bent wheel rims. (c.) Mechanical. (c.1) Mechanical - Mechanical components that are missing, broken or unsafe or that do not operate normally. The battery will need to be replaced if the battery is dead upon the delivery of the unit at lease end. (c.2) Equipment - Computer and precision farming/guidance systems or safety or emission control equipment not in proper working order. (c.3) Brakes - Brake drums that are cracked or exceed manufacturer's recommended wear limits, brake linings showing less than 50% remaining wear, or brakes that leak oil or fluid. (c.4) Power Train - Wear on power train assembly that exceeds manufacturer's then-current standards for normal wear (as shown by oil sample analysis). (c.5) Undercarriage - Leaky lubrication seals, improperly tightened/aligned track tension, cracked or broken track shoes or fasteners or drive/idler/roller/bogie wheels, less than 50% of original life remaining on any parts, or any undercarriage components not being of the original size, type, grade or manufacturer. (c.6) Combine threshing components - with less than 50% of original life remaining on any parts. (c.7) Hydraulic System - Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications, or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis).

(c.8) Air Filters - Any filters not within manufacturer's specifications. (c.9) Electrical System - Any gauges or fluid indicators that are damaged or do not function, an alternator that fails to operate properly, a battery that fails to hold a charge, or any wire harnesses that are not tied down and kept secure, dry, clean and dust-free. (c.10) Leaks - Any general lubricant, engine coolant, water or A/C leaks that cost in excess of $100 to repair including labor. (c.11)Mufflers/Exhaust Pipes burnt out. (c.12) Damaged or Inoperable horn. (d.) General; Other. (d.1) General - Failure to operate and maintain the Equipment in accordance with the manufacturer's specifications, or use of components, fuels or fluids on or in connection with the Equipment that do not meet manufacturer's standards. (d.2) Other - Any other damage or repair including but not limited to unlawful or unsafe operating conditions, or that make the Equipment either unlawful or unsafe to operate. (d.3) Any missing accessories or attachments. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. All repair estimates will be based upon applicable Lessor rates or, if Lessor is unable to estimate and repair such excessive wear and tear, then at rates applicable to another outlet as reasonably selected by Lessor. Your failure to pay the invoiced wear and tear charges and/or to instead, make the required repair at an authorized dealer within 10 days of demand, shall constitute a default under the Agreement.

17. **Alterations/Repairs.** Lessee will not, without Assignee's prior written consent, affix or install any accessories or attachments to the Equipment nor change it so that it cannot be used by similarly situated lessees. Any improvements, replacements, additions, accessories, or repair parts to the Equipment shall become Assignee's property, free of all liens and encumbrances, and shall be deemed part of the Equipment. The Equipment is, and shall be personal property, even if it or any part of it becomes affixed or attached to real property or any improvement to real property.

18. Security Deposit. The Security Deposit may be applied to any amounts that Lessee fails to pay under this Agreement, including but not limited to damages to the Equipment in Assignment. Lessor will assign this Agreement to CNH Industrial Capital America LLC (herein "Assignee"or "CNH Capital"). Lessee acknowledges that Lessor has the right to assign this Agreement and that all rights and benefits but no obligations (if any) of Lessor under this Agreement may be exercised by any such Assignee and that no obligations (if any) of Lessor pass to Assignee. Upon receipt of notice from Assignee with instructions for payment, Lessee shall make all payments due under this Agreement directly to Assignee. This Agreement shall be binding on and inure to the benefit of Lessee and Lessor and their respective heirs, personal representatives, successors or assigns, provided, however, that Lessee may not assign its obligations under this Agreement to any person without Assignee's prior written consent.

19. Risk of Loss. All risk of loss, theft or damage to the Equipment is assumed by the Lessee, until the Equipment is returned to the Lessor. If the Equipment can be repaired for a cost less than its fair market value, Lessee will repair the Equipment at Lessee's sole expense but damage to the Equipment shall not release Lessee from the Obligations. If the Equipment cannot be so repaired, or is lost, stolen or destroyed, Lessee shall at Assignee's option and written consent either: (a) replace the Equipment at Lessee's sole expense with equivalent equipment of equal or greater value, as determined in the sole discretion of and with the consent of the Assignee and transfer clear title to such replacement equipment to Assignee, whereupon such replacement equipment shall be deemed the Equipment for all purposes of this Agreement; or (b) pay Assignee the Termination Value. Upon payment of the requisite Termination Value, Lessee shall be entitled to retain possession of the affected unit(s) of Equipment. Assignee may, at Assignee's sole option, apply proceeds of insurance, in whole or in part, to repair or comparably replace the Equipment or to satisfy such Termination Value or any of Lessee's Obligations pursuant to this Agreement. The "Termination Value" shall be an amount equal to: (a) any past due, unpaid Lease Payments and any late charges related thereto; plus (b) all remaining Lease Payments hereunder, less any future interest payments embedded therein; plus (c) (i) the Purchase Option Price, or (ii) if no purchase option is granted, the estimated residual value used to calculate the Lease Payments by Assignee; plus (d) any other costs to Lessor and/or Assignee arising from the loss, theft, wear and tear, or damage to the Equipment or from the collection of any amount due under this Lease. In no event shall the Termination Value exceed the maximum amount permitted by applicable law.

20. Purchase Option. So long as no default exists under this Lease and it has not been earlier terminated, Lessee may on the Termination Date, upon at least 90 days, but not more than 180 days, prior written notice to Assignee, purchase all (but not less than all) of the Equipment: (a) if stated dollar amount is provided as the Purchase Option Price, then for that amount together with all applicable taxes and other charges due in connection with such sale and all other amounts due and unpaid under this Lease; or (b) if no Purchase Option Price is identified, then at the fair market value, as determined at Assignee's sole discretion, at the time the Purchase Option is exercised, together with all applicable taxes and other charges due in connection with such sale and all other amounts due and unpaid under this Lease. Lessee's purchase of the Equipment shall be on an AS-IS, WHERE-IS BASIS.

21. EARLY RETURN. IF LESSEE RETURNS THE EQUIPMENT PRIOR TO THE TERMINATION DATE, LESSEE SHALL BE OBLIGATED TO IMMEDIATELY PAY TO LESSOR AN EARLY TERMINATION FEE EQUAL TO 1.0% OF: (A) IF A STATED DOLLAR AMOUNT IS PROVIDED AS THE PURCHASE OPTION PRICE, THEN FOR THAT AMOUNT, TOGETHER WITH ALL UNPAID LEASE PAYMENTS, REMAINING LEASE PAYMENTS, PLUS SEPARATELY, ANY AND ALL OTHER AMOUNTS PROVIDED FOR UNDER THIS LEASE; OR (B) IF NO PURCHASE OPTION PRICE IS IDENTIFIED OR IS STATED AS FMV, THE ESTIMATED RESIDUAL VALUE OF THE EQUIPMENT USED TO CALCULATE THE LEASE PAYMENTS DUE UNDER THE LEASE AS DETERMINED BY ASSIGNEE TOGETHER WITH ALL UNPAID LEASE PAYMENTS, REMAINING LEASE PAYMENTS, AND ALL OTHER AMOUNTS PROVIDED FOR UNDER THIS LEASE. THIS FEE IS IN ADDITION TO THE OTHER OBLIGATIONS OWED BY THE LESSEE TO THE ASSIGNEE.

22. Return. If Lessee does not exercise the purchase option (if any) as provided in this Lease, Lessee shall on the Termination Date or such earlier date of termination of this Lease (a) at its expense, deliver the Equipment to a location designated by Assignee; (b) pay $400.00 per unit to the Lessor as a return fee; and (c) pay all charges incurred by Lessor to repair any excessive wear and tear and for any hours in excess of the Maximum Annual Usage at the Excess Usage Rate. The risk of loss of the Equipment shall remain with Lessee until Assignee accepts the Equipment by executing a written acceptance. Unless and until all the Equipment is returned and accepted, or is otherwise disposed of by written agreement between Assignee, and Lessee, and until all other terms and conditions have been met, the term of the Lease with respect to such Equipment shall continue. This fee is in addition to the other Obligations owed by the Lessee to the Assignee.

23. Failure to Return Equipment. If Lessee does not exercise its option, if any, to purchase the Equipment in accordance with this Agreement and fails to return the Equipment at the termination of this Agreement, due to default or otherwise, then, In addition to any other amounts that may be due to Assignee under this Agreement or under applicable law, Lessee will be liable for a daily amount computed on the basis of the scheduled Lease Payment, if unequal, the highest lease payment will be used.

24. Conflict with Law. Any provision of this Agreement prohibited by applicable law shall be ineffective to the extent of the prohibition without invalidating the remaining portions of this Agreement. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of the Lessor (without regard to conflict of law principles of such State). All terms not otherwise defined have the meanings assigned to them by the UCC.

25. Miscellaneous. In the event that this contract is determined by a court of competent jurisdiction to be characterized as a loan or forbearance agreement, and not a lease, despite the terms and conditions found in this contract, then all parties agree that any interest charges computed and assessed in this contract that are in excess of the maximum allowed interest charges allowed by law shall be applied as a reduction to the principal balance owed on this contract only, and this shall be the agreed upon and satisfactory remedy to all parties. By providing any address, email address or telephone number, including a mobile phone number, either now or in the future to Lessor, Assignee, any of Assignee's affiliates or any debt collectors retained by Assignee, Lessee agrees that any of the above may contact Lessee using that address or number, including contact through calls or texts using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. Any attempted revocation of this consent to contact, if allowable by law, must be made in writing. Lessee acknowledges and agrees that CNH Capital and its third party service providers can access and use telematics data and other information regarding location, maintenance and operation of the Equipment for any lawful purpose, including without limitation, to locate and repossess the Equipment. See https://www.cnhindustrialcapital.com/en_us/Pages/Privacy.aspx for additional details. If a court finds that any part of this Agreement to be invalid or unenforceable, the remainder of this Agreement will remain in effect. All of Assignee's rights shall remain in effect after the expiration or termination of this Agreement. If more than one Lessee is named in the Agreement, the liability of each shall be joint and several. All notices required or permitted hereunder shall be in writing and shall be deemed adequate if sent to the first Lessee on the Lease and at its address noted herein or to such other address as such party may have specified in writing by notice as prescribed in this Agreement. The captions and headings of the sections of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof. Restrictive endorsements on checks or other forms of payment that Lessee sends to Assignee will not change or reduce Lessee's obligations to Assignee. Assignee will not lose any rights if Assignee accepts late or partial payments or delays enforcing its rights under this Agreement. For combine leases, the hours used will be based on separator hours rather than engine hours.

26. WAIVER OF JURY TRIAL. EXCEPT IN GEORGIA OR CALIFORNIA OR WHERE OTHERWISE PROHIBITED BY LAW, EACH LESSEE, LESSOR AND CNH CAPITAL WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE OBLIGATIONS, THIS AGREEMENT, OR ANY OTHER DOCUMENT CONNECTED HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTED TO ANY OF THE FOREGOING. EACH LESSEE, LESSOR AND CNH CAPITAL REPRESENT THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Agreement Provisions

27. **Additional Waivers.** To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Sections 2A-508 through 2A-522 of the UCC, including, without limitation, Lessee's rights to: (a) cancel any Lease; (b) repudiate any Lease; (c) reject any Equipment; (d) revoke acceptance of any Equipment; (e) recover damages from Lessor for any breaches of warranty or for any other reason; (f) a security interest in the Equipment in Lessee's possession or control for any reason; (g) deduct from amounts owed all or any part of any claimed damages resulting from Lessor's default, if any, under any Lease; (h) accept partial delivery of the Equipment; (i) "cover" by making any purchase or lease of or contract to purchase or lease Equipment in substitution for those due from Lessor; (j) recover any general, special, incidental or consequential damages for any reason whatsoever; and (k) specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified in any Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in Section 15 or which may otherwise limit or modify any of Lessor's rights or remedies under Section 15.

28. **Electronic Contracting, Signature Acknowledgment, Future Notices.** Lessee agrees that (i) this Agreement is an electronic agreement executed by Lessee using Lessee's electronic signature or that Assignee may convert this Agreement into an electronic agreement; (ii) Lessee's electronic signature signifies Lessee's intent to enter into this Agreement and that this Agreement shall be a legally valid and enforceable Agreement in accordance with its terms to the same extent as if Lessee had executed this Agreement using Lessee's written signature and (iii) the authoritative copy of this Agreement ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by Assignee for the storage and authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the forgoing, if the Authoritative Copy is converted by printing a paper copy which is marked by Assignee as the original (the "Paper Contract", then Lessee acknowledges and agrees that (1) your signing of this Agreement with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, Lessee's duties and Obligations will be evidenced by the Paper Contract alone. By providing your e-mail address and electing to execute this Agreement electronically, Lessee agrees that all future notices, statements and communications relating to this Agreement shall be delivered to the Lessee via e-mail transmission to the e-mail address provided to Assignee by the Lessee. It is the Lessee's duty to provide any changes to Lessee's e-mail address to Assignee so that future communications can reach Lessee in a timely manner.

CNH CAPITAL

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PURCHASED PROTECTION PLAN ADDENDUM

This is the Purchased Protection Plan Addendum to that certain Lease Agreement dated February 27 2025 between the Lessee and the Lessor for the Equipment identified therein (herein the "Agreement"), into which this Purchased Protection Plan Addendum is hereby incorporated. If the price of a Purchased Protection Plan is financed under the Agreement, Lessee understands that a portion of the price may be paid to Lessor, to Lessor's designee or to Case New Holland Insurance Agency, LLC as an administrative or marketing fee. Assignee may deliver the Purchased Protection Plan price to Lessor and if Assignee does so, Lessor is solely responsible for remitting payment to the provider. Provider and Lessee agree that they shall not raise any claim, defense or setoff against Assignee if the Lessor fails to remit payment to the provider, unless prohibited by law. Your Dealer may receive certain brand discounts, program funds and incentives (hereafter the "Discounts"), and may elect to use or keep those Discounts, as part of their overall pricing package options presented to you. The Discounts are owned by your Dealer. Some of the cost of your potential Purchased Protection Plan may be paid for by your Dealer, utilizing those Discounts and/or rolled into your lease payment. You may ask your Dealer for additional information concerning the potential separate costs contained in your lease payment of a potential Purchased Protection Plan, prior to executing your lease Agreement. Lessee's electronic signature below indicates Lessee's consent to receive this disclosure statement electronically at the email address provided by Lessee to Lessor. Lessee accepts this disclosure statement in electronic form, and has retained a copy of the disclosure statement electronically or otherwise.

The Purchased Protection Plan is recommended but is not required. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued. Purchased Protection Plans are issued by a licensed, independent third party unrelated to CNH Industrial Capital America LLC or Case New Holland Insurance Agency, LLC.

Lessee requests Lessor/Assignee to attempt to obtain a Purchased Protection Plan from a third party provider and to include as part of the Rental Payments the price as shown for the term as shown or for the total machine hours stated in the Purchased Protection Plan contract, whichever occurs first, for the Equipment listed below.

*Where **NEW** plan is shown below the Total Months and Total Machine Hours selected on new equipment plans include the Manufacturer's Base Warranty Period.*

*Where **USED** plan is shown below the Months and Machine Hours selected commence on the used equipment Purchase Protection Plan contract effective date.*

	PLAN	IDENTIFICATION NO. (PIN)	PRICE	TERM (MONTHS)
1	NEW	HACMX115EPDH05123	$6,690.00	48

Executed this 27 day of February, 2025.

X _____ Signature of Lessee/Lessee's Representative

JASPER COUNTY HWY Printed Name

_____ Title (not for an individual Lessee)

CNH CAPITAL

LEASE GUARANTEE ADDENDUM

048292 / 2867985

P%0000029842492 3134A

Lessor Name: J. J. NICHTING COMPANY, INC.

Customer Name: JASPER COUNTY HWY

Date of Equipment Lease Agreement: 02-27-2025

Description of Lease Equipment: Case IH Maxxum Tractor 115 HACMX115EPDH05123

Credit Application Number: 2867985

This Lease Guarantee Addendum ("Guarantee") is subject to the terms and conditions of the Retail Financing Agreement ("RFA"), the Wholesale Financing and Security Agreement ("WFA"), the Program Procedures and the Dealer Handbook [hereafter collectively, along with the above lease agreement ("Lease Agreement") and this Guarantee, all together referred to as the "Agreement"], and in order to induce CNH Industrial Capital America LLC or, in Canada, CNH Industrial Capital Canada Ltd. (hereinafter "CNH Capital") to take assignment of the Lease Agreement from Lessor, the Lessor and CNH Capital agree as follows:

Payment Guarantee

☐ **Full Guarantee.** If checked, Lessor agrees to guarantee full payment of all lease payments due on the Lease Agreement. If Customer fails to make any lease payments on their stated due date under the Lease Agreement, in good and collected funds to CNH Capital, then Lessor shall immediately pay to CNH Capital upon demand, an amount equal to (a) any past due, unpaid lease payments and any late charges related thereto, plus (b) all remaining lease payments.

☐ **Alternative Guarantee.** If checked, Lessor agrees to guarantee full payment of all lease payments due under the Lease Agreement until a prescribed number of lease payments have been paid by the customer. If the first _____ scheduled lease payments are not made on their stated due date under the Lease Agreement by the Lessee in good and collected funds to CNH Capital, then the Lessor guarantees all the lease payments due under the Lease Agreement. Lessor shall immediately pay to CNH Capital upon demand, an amount equal to (a) any past due, unpaid lease payments and any late charges related thereto, plus (b) all remaining lease payments.

Guarantee of a portion of Lease Contract Residual Value

☑ If checked, Lessor agrees to pay CNH Capital the amount described below, computed as follows, upon demand: CNH Capital will sell the leased equipment, and if the amount CNH Capital receives, after deducting its leased equipment recovery and disposition costs ("Net Disposition Amount") for the leased equipment is less than the contract residual value (the amount used to calculate the lease payments), then the Lessor guarantees and will pay to CNH Capital, CNH Capital's calculated loss amount, but not more than the specific sum set forth on Lease Worksheet B, line 25, as Amount of Residual Value Under Guarantee. This residual portion of the Guarantee will arise on Lessor's account with CNH Capital and may be assessed to the Lessor's credit line 15, if not paid in full upon demand. Collection of the Lessor residual guarantee herein is not a waiver of the ability of CNH Capital to separately collect any other portions of this Guarantee from the Lessor, at different times, under the Agreement.

If multiple boxes are checked, Lessor guarantees both payment and residual as described above. No portion of this Agreement is contingent upon CNH Capital delivering possession of the leased equipment to the Lessor. CNH Capital reserves all rights and remedies to collect any sum due under this Guarantee pursuant to the Agreement and in its sole discretion. The person signing below represents that they have full power and authority to bind the Lessor to the terms above.

Executed this 27 day of February, 2025.

X	J. J. NICHTING COMPANY, INC.	02-27-2025
Signature of Lessor's Representative	Printed Lessor Name	Date

CNH CAPITAL

048292 / 2867985

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PHYSICAL DAMAGE INSURANCE COVERAGE CONFIRMATION REQUEST

Date: February 27

To:

Insurance Carrier TBD

Agent

Phone Number

Fax Number

Policy Number

Insured:

Name JASPER COUNTY HWY

Address 910 N 11TH AVE E

City, St/Pr, Zip/Postal NEWTON, IA 50208 1866

Home Phone

Business Phone (641) 792-4605

The above Insured authorizes you to furnish to the Seller/Lessor listed below with proof of insurance. **Please complete and send to the Seller/Lessor documentation (binder or policy) that confirms physical damage insurance coverage for the described Equipment and Value listed below, with the loss payable in favor of CNH Industrial Capital America LLC.** Seller/Lessor is responsible for retaining the documentation provided by the Insurance Carrier as proof of initial insurance coverage. This Request is for the benefit of the Seller/Lessor and Loss Payee only, and nothing in this document alters the Insured's obligation to obtain insurance on the Equipment as required by the underlying contract for its purchase and financing.

Seller/Lessor

Name J. J. NICHTING COMPANY, INC.

Address 1828 6TH AVE

City, St/Pr, Zip/Postal GRINNELL, IA 50112

Business Phone (641) 236-3195

Fax

Email

Loss Payee

CNH Industrial Capital America LLC
P.O. Box 1700
New Holland, PA 17557

Equipment

New / Used	Year	Manufacturer	Description	Model	Identification No. (PIN)	Value
NEW	2023	Case IH	Maxxum Tractor	115	HACMX115EPDH05123	$ 108,000.00
						$
						$
						$
						$
					TOTAL	$ 108,000.00

Attachments:

This authorization is for the period beginning 02-27-2025 and ending 03-01-2028 for the amount indicated above.

X
Insured Signature

Trade-In

Year	Manufacturer	Description	Model	Identification No. (PIN)

Comment from Insured (if any) to Insurance Carrier regarding trade-in.

Get the Most Out of Your Lease

Tips & Recommendations

Welcome and thank you for leasing with CNH Capital. Our goal is to provide you with a simple, hassle-free leasing experience. Most importantly, we want you to get the most out of your leased equipment. Reference these tips and recommendations during your lease to ensure a great leasing experience.

Lease Tips & Recommendations

- Regularly service your leased equipment and perform maintenance and repairs as necessary to keep your equipment running at peak performance. Refer to your service manual for specific maintenance and fluid schedules. Your dealer can perform all necessary service.
- Promptly attend to warranty work to increase the likelihood it will be covered under any warranty you may have.
- Ask your dealer to inspect your equipment well in advance of the end of your lease to identify any necessary maintenance and items that might be chargeable (damages that go beyond normal wear and tear).
- Repair chargeable damages and complete any overdue maintenance prior to returning your equipment.
- Return components and/or attachments with your equipment at the end of your lease.

If You Plan to Return Your Equipment at Lease End: Excessive Wear and Tear Charges

If you choose to return your equipment at the end of your lease, an inspection of the equipment will be conducted to determine if, in addition to any other applicable charges and fees, any excessive wear and tear charges apply. Please review your lease agreement for further details.

What is Normal Wear and Tear?

Minor indications of everyday use are expected and will not result in any additional charges. Under normal usage, and with routine maintenance, it's likely you won't have any excessive wear and tear charges. Examples of normal wear and tear include:

- Minor scratches
- Minor chips in paint finish
- Engine and powertrain in good working condition
- Operating hours within the limits agreed to in the lease contract
- Matching tires / tracks with no cuts / cracks / chunks missing and 50% or more of original matching tread remaining
- Overall clean condition – interior and exterior

What is Excessive Wear and Tear?

Excessive wear and tear includes items that go beyond normal wear and tear and are detailed in your lease agreement. A few examples of items that will result in additional lease end charges include:

- Broken or missing parts, accessories or attachments
- Tire / Track / Wheel damage, or less than 50% of original matching tread remaining (or cuts in or chunks missing in tread or damage to sidewalls)
- Cracked, broken or missing glass
- Unclean and excessively dirty cab and exterior
- Broken or non-functioning lights or headlamps
- Holes, cuts, tears, burns or permanent stains or soil in the interior
- Dents larger than 2 inches in diameter, scratches longer than 8 inches or an excessive number of dents or scratches
- Mechanical or electrical malfunctions
- Powertrain or undercarriage damage

We're Here to Help

If you have questions about wear and tear expectations or your lease end options, please contact us at 800-930-6591 or visit cnhcapital.com/leasing. See your dealer if you have questions specific to your equipment, such as maintenance, warranty or repair work.

CNH | CAPITAL

Form #79119 01/2024

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Land Pro LLC
Madison and Trisha Hay
Owners
9020 Sierra Ave
Sully, IA 50251

2/10/2025

Jasper County Iowa

Attn: Brandon Talsma

Jasper County Denitrifying Bioreactor Project

Scope of Work

Land Pro LLC will follow the guidelines on the project and take 2 to 3 days, weather permitting, to complete. Project will begin as soon as frost comes out. We will be using Cowger Construction as they have larger equipment, so we can be more efficient on the job.

Mulch will be brought in first, Megan from IDALS will inspect it. We plan to get 6mil plastic instead of 4mil plastic. Control structure will come from Agri-Drain.

Land Pro LLC

Price Breakdown

Materials	$10,000
Equipment	$5,000
Labor	$5,000
Total	$20,000

RW EXCAVATING SOLUTIONS
13293 S. 88th Ave. W.
Prairie City, IA 50228

Quote

Date	Estimate #
2/12/2025	203

Name / Address
Denitrifying Bioreactor Talsma - Jasper County

Project

Description	Qty	Rate	Total
Water control structures - EACH	2	3,500.00	7,000.00
6" tile - fittings incidental - Linear Foot	192	15.00	2,880.00
Wood Chips - Cubic Yard	230	20.00	4,600.00
Excavation - Cubic Yard	302	20.00	6,040.00
Topsoil strip and respread - Cubic Yard	95	20.00	1,900.00
Seeding - Square Yard	178	3.00	534.00
Mobilization - Lump Sum	1	4,000.00	4,000.00
		Total	$26,954.00

Resolution _____

STATE OF IOWA
Jasper County

TRANSFER ORDER **$129,588.00**

Newton, Iowa, March 4, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One hundred twenty nine thousand five hundred eighty eight dollars and 00/100***

From: 0040-Local Option Sales Services Tax Fund

To: 0001-General Fund (See Below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Property Tax Relief Allocation

By Order of Board of Supervisors.

_____
Supervisor

NO. 1541

_____
Attest

Teresa Arnold
_____
Auditor/Designee

The Local Option Sales & Services Tax Fund is used for property tax relief for the current FY 24-25 budget.

0001- General Basic Fund	$	129,588.00
0002- General Supplemental Fund	$	-
0011- Rural Services Basic Fund	$	-
	$	129,588.00

Resolution _____

STATE OF IOWA
Jasper County

TRANSFER ORDER

$129,588.00

Newton, Iowa, March 4, 2025

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One hundred twenty nine thousand five hundred eighty eight dollars and 00/100***

From: General Fund
(See Below)

To: Various Funds
(See Below)

0001-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.

Supervisor

Attest

NO. 1542

Teresa Musick

Auditor/Designee

From Fund	To Fund	Amount
0001 - General Fund	4000-Emergency Mgmt	$66,244.00
0001 - General Fund	0020-Secondary Roads	$32,488.00
0001 - General Fund	1580-Mariposa Park Cap Proj	$30,856.00
		$129,588.00

Funding paid from Local Option Sales Tax, Transfer Number: 1541.

February 25, 2025

Tuesday, February 25, 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.

Motion by Cupples, seconded by Nearmyer to approve the Quit Claim Deed regarding the alleys in the City of Ira to the Estate of Robert W. State.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Nearmyer, seconded by Cupples to adopt Resolution 25-25 approving longevity and shift differential increases for bargaining and non-bargaining hourly employees effective July 1, 2025.

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 adopt Resolution 25-26 approving a 4% increase for hourly bargaining employees and 2% for hourly non-bargaining and non-department head salaried employees effective July 1, 2025.

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 a lease agreement with J.J. Nichting to lease a 2023 Case IH 15 Maxxum tractor for mowing in the summer in the amount of $18,972.68 per year for 3 years.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the recommended family farm allowance for 2024.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the recommended family farm disallowances for 2024.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve creating a wage committee consisting of Thad Nearmyer, Jenna Jennings, Melissa Hartgers, Lori Nore, and Dennis Simon to look at the hire-in wages and increasing current wages County wide and working with the departments to correct any issues.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve claims paid through February 25, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

Motion by Cupples, seconded by Nearmyer to approve the Board of Supervisors minutes for February 18, 2025.

YEA: CUPPLES, NEARMYER, TALSMA

There were no Board Appointments.

AFSCME union members were present to discuss the pending union contracts and asked why they couldn't negotiate more with the Board of Supervisors. Dennis Simon spoke out and explained that was part of the union negotiations process. Adam Swihart explained that the Union tried reaching out with counter offers and the employees and members of the union are very disappointed that the contracts are being struck.

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

YEA: CUPPLES, NEARMYER, TALSMA

ROLL CALL YEA: CUPPLES, NEARMYER, TALSMA

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

YEA: CUPPLES, NEARMYER, TALSMA

Maintenance Director, Adam Sparks, entered into an employee evaluation with the Board of Supervisors.

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

YEA: CUPPLES, NEARMYER, TALSMA

The Board discussed boot and clothing allowance at the Engineer's Office and increasing the amount to $400.00 total for boot and clothing. The Engineer would bring in several vendors for the employees to choose from and the County would pay the invoice for the employees. Field Training is going to be limited to the Sheriff's Office only and will remain at 0.75 per hour while in the process of training. The grievance procedure was brought up and the Board would like to leave it as is with no grievance procedure. Comp time would be eliminated for the Jail and Dispatch employees only. If an employee in the jail or dispatch requests vacation time, the Director of those employees will not be allowed to call them back and will be considered a block of time off. The remaining employees that are currently receiving comp time will remain in effect but with a 100-hour maximum. Employees in the jail and dispatch will be able to keep their comp time on the books effective July 1, 2025, but will not be able to accrue any more effective July 1, 2025. For jail employees there will be a 2-hour minimum notification for call in rather than a 30-minute window like it is currently.

Motion by Nearmyer, seconded by Cupples to adjourn the Tuesday, February 25, 2025, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, NEARMYER, TALSMA

Jenna Jennings, Auditor

Brandon Talsma, Chairman