

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: January 11th, 2017 Weekly Agenda Date: January 17th, 2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Courthouse Courtroom #207 Window Renovation Project- Motion to approve Contractor Bids

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

Awarding of Contractor low bids will allow project to begin and remain on scheduled time-line.

BACKGROUND:

The following Contractors submitted bids, bids were received and opened January 5th, 2016 at 2:00 pm:
Stained Glass Bids (one contractor bid received)-
Bogenrief Studios- \$55,000
Structural Repair Bids (two contractor bids received)-
Northern Plains Construction- \$165,000
The Baker Group- \$134,170

FINANCIAL IMPACT:

2017 CIP
Bogenrief Studios- \$55,000
Baker Group- \$134,170
Total= \$189,170

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

1. Approve Stained Glass window repairs Contractor low bid, Bogenrief Studios- \$55,000
2. Approve structural repairs/ painting Contractor low bid, Baker Group- \$134,170

ACTION REQUIRED / PROPOSED MOTION:

1. Motion to approve and award Bogenrief Studios Stained Glass repair contract bid for \$55,000
2. Motion to approve and award Baker Group structural repairs and painting contract bid for \$134,170



CANNON MOSS BRYGGER ARCHITECTS
302 JONES STREET, SUITE 200 • SIOUX CITY, IA 51101 • (P) 712.274.2933

BID TAB - GENERAL CONSTRUCTION & STAINED GLASS
COURTROOM 207 WINDOW RENOVATION - WOODBURY COUNTY COURTHOUSE

SIOUX CITY, IOWA

PROJECT # SC16113

DATE/TIME
01/05/17 AT 2:00 PM

CONTRACTOR	Bid Security	BASE BID	Addenda	Quality Assurance Questionnaire	REMARKS
GENERAL CONTRACT					
The Baker Group	X	\$134,170.00	X	X	
Northern Plains Construction	X	\$165,000.00	X	X	
STAINED GLASS					
Bogenrief Studios	X	\$55,000.00	X	X	



Document A101™ – 2007

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

AGREEMENT made as of the Twenty-Fourth day of January in the year Two Thousand Seventeen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Woodbury County, Iowa
620 Douglas Street
Sioux City, Iowa 51101
712.279.6525

and the Contractor:

(Name, legal status, address and other information)

Bogenrief Inc.
220 W. Southern St., PO Box 9
Sutherland, Iowa 51058
Ph: 712.446.2094

for the following Project:

(Name, location and detailed description)

Courtroom 207 Window Renovation
Woodbury County Courthouse
STAINED GLASS WORK
Sioux City, Iowa 51101

The renovation and restoration of the stained glass windows and frames in Courtroom 207 of the Woodbury County Courthouse. Project includes stained glass restoration per Preservation Brief standards, and stained glass window reinstallation. The work under this Agreement includes all work detailed in the following Sections of the Project Manual and their related details and drawings:

All front-end sections between the Signature Page and Section 017839 Project Record Document as well as the Stained Glass Section, Preservation Brief 33 – Stained and Leaded Glass.

The Architect:

(Name, legal status, address and other information)

Cannon Moss Brygger & Associates, PC dba CMBA Architects (CMBA)
302 Jones Street, Suite 200
Sioux City, Iowa 51101
Ph: 712.274.2933

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Upon receipt of signed Contract.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than May 31, 2017

Portion of Work
100% Complete

Substantial Completion Date
May 31, 2017

(Paragraphs deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Fifty-Five Thousand Dollars & no/100’s (\$ 55,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not Applicable (N.A.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N.A.		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N.A.	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N.A.

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and one-half percent (1.5 %) per month

§ 8.3 The Owner’s representative:
(Name, address and other information)

Kenny Schmitz, Building Services Director
Woodbury County
401 8th Street
Sioux City, Iowa 51101
Ph: 712.279.6539
Email: kschmitz@woodburycountyiowa.gov

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Mark Bogenrief, Owner/President
Bogenreif Inc.
220 W Southern St., PO Box 9
Sutherland, Iowa 51058
Ph: 712.446.2094

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

§ 8.6 Other provisions:

N.A.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title
Supplementary Conditions	Supplementary Conditions of the Contract for Construction

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Dated: December 7, 2016
See Index in front of Project Manual

Section
See Exhibit A – Page 1

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Dated: December 7, 2017
See Drawing Sheet T.01 for a complete sheet index

Number
See Exhibit B – Page 1

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
One	01/03/17	7 pages (8.5x11)
Two	01/04/17	1 page (8.5x11)

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N.A.

Init.

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Specifications Table of Contents - Exhibit A - Page 1

Drawing Sheet Index - Exhibit B - Page 1

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

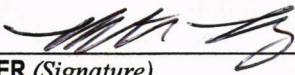
Insurance – See Spec. Section Supplementary Conditions of the Contract – Article 11

Bond – See Spec. Section 002213 Supplementary Instructions to Bidders – Article 7

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

WOODBURY COUNTY, IOWA

BOGENRIEF INC.



OWNER (Signature)

Matthew Ung
Board Chairperson

(Printed name and title)



CONTRACTOR (Signature)

Mark Bogenrief
Owner/President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:34:36 on 02/15/2017.

PAGE 1

AGREEMENT made as of the Twenty-Fourth day of January in the year Two Thousand Seventeen

...

Woodbury County, Iowa
620 Douglas Street
Sioux City, Iowa 51101
712.279.6525

...

Bogenrief Inc.
220 W. Southern St., PO Box 9
Sutherland, Iowa 51058
Ph: 712.446.2094

...

Courtroom 207 Window Renovation
Woodbury County Courthouse
STAINED GLASS WORK
Sioux City, Iowa 51101

...

The renovation and restoration of the stained glass windows and frames in Courtroom 207 of the Woodbury County Courthouse. Project includes stained glass restoration per Preservation Brief standards, and stained glass window reinstallation. The work under this Agreement includes all work detailed in the following Sections of the Project Manual and their related details and drawings:
All front-end sections between the Signature Page and Section 017839 Project Record Document as well as the Stained Glass Section, Preservation Brief 33 – Stained and Leaded Glass.

The Architect:

...

Cannon Moss Brygger & Associates, PC dba CMBA Architects (CMBA)
302 Jones Street, Suite 200
Sioux City, Iowa 51101
Ph: 712.274.2933

PAGE 2

Upon receipt of signed Contract.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (—) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.) May 31, 2017

...

100% Complete

May 31, 2017

~~, subject to adjustments of this Contract Time as provided in the Contract Documents.~~

~~*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*~~

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty-Five Thousand Dollars & no/100's (\$ 55,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Not Applicable (N.A.)

...

N.A.

...

N.A.

...

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

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

...

N.A.

PAGE 5

[] Litigation in a court of competent jurisdiction

...

%—One and one-half percent (1.5 %) per month

...

Kenny Schmitz, Building Services Director
Woodbury County
401 8th Street
Sioux City, Iowa 51101
Ph: 712.279.6539
Email: kschmitz@woodburycountyiowa.gov

...

Mark Bogenrief, Owner/President
Bogenrief Inc.
220 W Southern St., PO Box 9
Sutherland, Iowa 51058
Ph: 712.446.2094

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N.A.

...

Document	Title	Date	Pages
<u>Document</u>	<u>Title</u>		
<u>Supplementary Conditions</u>	<u>Supplementary Conditions of the Contract for Construction</u>		

...

Dated: December 7, 2016
See Index in front of Project Manual

Section	Title	Date	Pages
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Section
See Exhibit A – Page 1

...

Dated: December 7, 2017

See Drawing Sheet T.01 for a complete sheet index

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>Number</u>		
<u>See Exhibit B – Page 1</u>		
...		
<u>One</u>	<u>01/03/17</u>	<u>7 pages (8.5x11)</u>
<u>Two</u>	<u>01/04/17</u>	<u>1 page (8.5x11)</u>
...		
<u>N.A.</u>		

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Specifications Table of Contents - Exhibit A - Page 1

Drawing Sheet Index - Exhibit B - Page 1

...

Type of insurance or bond **Limit of liability or bond amount (\$0.00)**

Type of insurance or bond

Insurance – See Spec. Section Supplementary Conditions of the Contract – Article 11

Bond – See Spec. Section 002213 Supplementary Instructions to Bidders – Article 7

...

WOODBURY COUNTY, IOWA

BOGENRIEF INC.

...

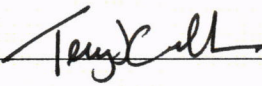
Matthew Ung
Board Chairperson

Mark Bogenrief
Owner/President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

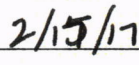
I, Terry J. Glade, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:34:36 on 02/15/2017 under Order No. 1758726136_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

COURTROOM WINDOW RENOVATION, WOODBURY COUNTY COURTHOUSE SIOUX CITY, IA

Signature Page
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 Notice of Hearing and Letting
 General Conditions of the Contract for Construction
 Supplementary Conditions of the Contract for Construction

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GENERAL

T.01 TITLE SHEET

ARCHITECTURAL

A2.01 FLOOR PLANS AND ELEVATIONS

A5.01 WINDOW DETAILS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hoffman Agency 509 Main Mapleton IA 51034	CONTACT NAME:		
	PHONE (A/C, No, Ext):	712 881 1578	FAX (A/C, No): 712 881 2520
	E-MAIL ADDRESS:	lhummelgard@hoffman-agency.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	LIBERTY MUTUAL INSURANCE	
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

INSURED
BOGENRIEF STUDIOS INC
PO BOX 9
SUTHERLAND, IA 51058

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			BKS1656216768	06/18/16	06/08/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS1656102027	06/18/16	06/18/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWW1656102027	06/18/16	06/18/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

mjbogenrief@aol.com

Job - Court Room 207

CERTIFICATE HOLDER

Woodbury County Board of Supervisors
620 Douglas St
Sioux City, IA 51101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID FORM - STIPULATED SUM (TWO-PRIME CONTRACTS)

1.1 BID INFORMATION

- A. Bidder: Bogenrief Inc.
- B. Project Name: **COURTROOM 207 WINDOW RENOVATION**
- C. Project Location: **Woodbury County Courthouse, Sioux City, Iowa**
- D. Owner: Woodbury County
- E. Architect: Cannon Moss Brygger & Associates, P.C.
- F. Architect Project Number: SC16113

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Two Prime Contracts: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Cannon Moss Brygger Architects, P.C. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

ALL WORK, LESS STAINED GLASS RESTORATION WORK

1. Not Applicable Dollars
 (\$ Not Applicable).

STAINED GLASS RESTORATION WORK

1. Fifty-five Thousand Dollars
 (\$ 55,000.00).

Insert "Not Applicable" for the portion you are not bidding.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within ten (10) days after a written Notice of Award, if offered within sixty (60) days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S.

money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work no later than May 15, 2017.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 01/03/2017.
2. Addendum No. 2, dated 01/04/2017.
3. Addendum No. , dated .

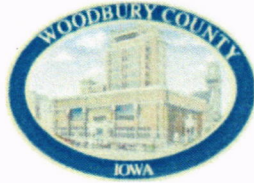
1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Sioux City, Iowa, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 5th day of January, 2017.
- B. Submitted By: Bogenrief Inc. (Name of bidding firm or corporation).
- C. Authorized Signature: Mark Bogenrief (Handwritten signature).
- D. Signed By: Mark Bogenrief (Type or print name).
- E. Title: Owner/President (Owner/Partner/President/Vice President).
- F. Street Address: PO Box 9; 220 W. Southern St.
- G. City, State, Zip: Sutherland, IA 51058
- H. Phone: 712-446-2094

END OF BID FORM



WOODBURY COUNTY CAPITAL IMPROVEMENT PROJECTS QUALITY ASSURANCE QUESTIONNAIRE

Woodbury County is requesting that the following questionnaire be completed by all prospective General Contractors and must be included, prior to or at the time of bid submission. Pursuant to Iowa Code 26.9, contracts for public improvements must be awarded to the "lowest responsive, responsible bidder". Factors other than price may be considered when making the award. This questionnaire is only applicable to public improvements which exceed the competitive bid amount set pursuant to Iowa Code 26.3, 26.14 and 314.1B, currently \$135,000.00.

Company/Contracting Firm: Bogenrief Inc.

Owner/ Representative: Mark Bogenrief

Address: 220 W. Southern St. PO Box 9 Sutherand , Iowa 51058

Main Telephone: 712-446-2094E-Mail: mjbogenrief@aol.com

1. Within the past Five (5) years, has the Contractor been disbarred by any Federal, State, or Local government entity from bidding projects? Yes ____ No X

If yes, please explain on separate attachment.

2. Within the past Five (5) years, has the Contractor- defaulted on a contract, been disqualified, removed or otherwise prevented from bidding on, or completing a Government, State, or Local project? Yes No X

If yes, please explain on separate attachment.

3. Within the past five (5) years has the Contractor been found by a court or agency of competent jurisdiction, to be delinquent (delinquent shall include but not limited to failure to file, failure to pay, or imposition tax liens) in meeting its obligation under Federal, State, or Local tax laws? Yes No X

If yes, please explain on separate attachment.

4. Within the past Five (5) years has the Contractor been unable to obtain, or been denied a bond? Yes X No

If yes, please explain on separate attachment.

5. Within the past Five (5) years has the Contractor declared bankruptcy or been under receivership? Yes No X

If yes, please explain on separate attachment.

6. Within the past Five (5) years has the Contractor filed any lawsuits, or sought arbitration with regard to any construction project? Yes No X

If yes, please explain on separate attachment.

7. Are any lawsuits, legal proceedings, arbitration, or judgment's pending/ outstanding against the Contractor, its owner, or officers? Yes No X

If yes, please explain on separate attachment.

8. Within the past Five (5) years has the Contractor been found to have violated any of the following Federal or State Laws:

Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa

Compensation Insurance Act, Iowa Competition Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemicals Risks Act, Iowa Income Corporate and Sales

Tax Code, Iowa Minimum Wage Act, Iowa Non-speaking English Employee Act, Iowa Wage Payment Collection Act, a "willful" violation of the Iowa or Federal Occupational

Safety and Health Act, Federal Income or Corporate Tax Code, The National Insurance

Act, OR the Fair Labor Standards Act? Yes No X

If yes, please explain on separate attachment.

9. Has the Contractor ever failed to complete any work awarded to it? Yes No X

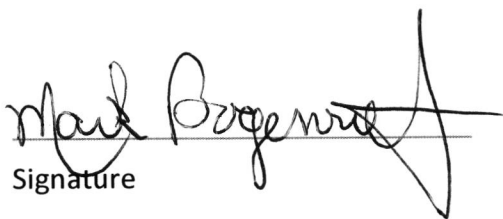
If yes, please explain on separate attachment.

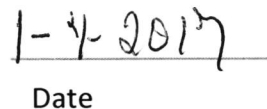
10. On a separate sheet provide the following:

- a. Three (3) references the company completed projects with in the past Three (3) years. Include entities; contact name, address, and current telephone number.
- b. List all Surety/ Bonding Companies utilized by the company in the past Three (3) years.

11. Contractor affirms that it will retain only subcontractors who will fully comply with the bid specifications, including those that address requirements concerning all labor laws?

Yes X No


Signature


Date

Regarding question 4 the bond which had to deal with the last set of windows we restored for the Woodbury courtroom we did not get a bond but had put the full amount of the contract in a escrow account at our bank which is Security State Bank at 109 W. 2nd St. Sutherland, Iowa. Phone 712-446-3324. The contact person there is Darin Johnson. I have talked to them and they would do it again for this project. It is cheaper than getting a bond from a bond company and serves the same purpose.

References

- 1 Avera St. Luke's Hospital Milbank, SD Contact Natalie Gauer
Phone 605-432-4538
- 2 St. Garabed Armenian Church. Windermere, FL.
Contact Lee Pharr 815 E. Ridgewood St. Orlando, FL.
Phone 407-423-0727
- 3 Woodbury County court house. Kenny Schmitz 712-279-6539

Mark Bogenro

BID FORM - STIPULATED SUM (TWO-PRIME CONTRACTS)

1.1 BID INFORMATION

- A. Bidder: Northern Plains Construction, Inc.
- B. Project Name: **COURTROOM 207 WINDOW RENOVATION**
- C. Project Location: **Woodbury County Courthouse, Sioux City, Iowa**
- D. Owner: Woodbury County
- E. Architect: Cannon Moss Brygger & Associates, P.C.
- F. Architect Project Number: SC16113

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Two Prime Contracts: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Cannon Moss Brygger Architects, P.C. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

ALL WORK, LESS STAINED GLASS RESTORATION WORK

1. one hundred-sixty-five thousand Dollars
 (\$ 165,000.⁰⁰).

STAINED GLASS RESTORATION WORK

1. _____ Dollars
 (\$ _____).

Insert "Not Applicable" for the portion you are not bidding.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within ten (10) days after a written Notice of Award, if offered within sixty (60) days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S.

money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work no later than May 15, 2017.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 1-3-2017.
2. Addendum No. 2, dated 1-4-2017.
3. Addendum No. , dated .

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Sioux City, Iowa, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 5th day of January, 2017.
- B. Submitted By: Northern Plains Construction, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature: J. Haneke (Handwritten signature).
- D. Signed By: Jim Haneke (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Street Address: 27050 Kerstlake Place.
- G. City, State, Zip: Tea, SD 57064.
- H. Phone: 605-368-2065.

END OF BID FORM



WOODBURY COUNTY CAPITAL IMPROVEMENT PROJECTS QUALITY ASSURANCE QUESTIONNAIRE

Woodbury County is requesting that the following questionnaire be completed by all prospective General Contractors and must be included, prior to or at the time of bid submission. Pursuant to Iowa Code 26.9, contracts for public improvements must be awarded to the "lowest responsive, responsible bidder". Factors other than price may be considered when making the award. This questionnaire is only applicable to public improvements which exceed the competitive bid amount set pursuant to Iowa Code 26.3, 26.14 and 314.1B, currently \$135,000.00.

Company/Contracting Firm: Northern Plains Construction, Inc.
Owner/ Representative: Jim Hanelke
Address: 27050 Kerslake Place Tea, SD 57064
Main Telephone: 605-368-2065 E-Mail: jjhanelke@gmail.com

1. Within the past Five (5) years, has the Contractor been disbarred by any Federal, State, or Local government entity from bidding projects? Yes No

If yes, please explain on separate attachment.

2. Within the past Five (5) years, has the Contractor- defaulted on a contract, been disqualified, removed or otherwise prevented from bidding on, or completing a Government, State, or Local project? Yes No

If yes, please explain on separate attachment.

3. Within the past five (5) years has the Contractor been found by a court or agency of competent jurisdiction, to be delinquent (delinquent shall include but not limited to failure to file, failure to pay, or imposition tax liens) in meeting its obligation under Federal, State, or Local tax laws? Yes No

If yes, please explain on separate attachment.

4. Within the past Five (5) years has the Contractor been unable to obtain, or been denied a bond? Yes No

If yes, please explain on separate attachment.

5. Within the past Five (5) years has the Contractor declared bankruptcy or been under receivership? Yes No

If yes, please explain on separate attachment.

6. Within the past Five (5) years has the Contractor filed any lawsuits, or sought arbitration with regard to any construction project? Yes No

If yes, please explain on separate attachment.

7. Are any lawsuits, legal proceedings, arbitration, or judgment's pending/ outstanding against the Contractor, its owner, or officers? Yes No

If yes, please explain on separate attachment.

8. Within the past Five (5) years has the Contractor been found to have violated any of the following Federal or State Laws:
Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Iowa Competition Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemicals Risks Act, Iowa Income Corporate and Sales Tax Code, Iowa Minimum Wage Act, Iowa Non-speaking English Employee Act, Iowa Wage Payment Collection Act, a "willful" violation of the Iowa or Federal Occupational Safety and Health Act, Federal Income or Corporate Tax Code, The National Insurance Act, OR the Fair Labor Standards Act? Yes No

If yes, please explain on separate attachment.

9. Has the Contractor ever failed to complete any work awarded to it? ___ Yes X No

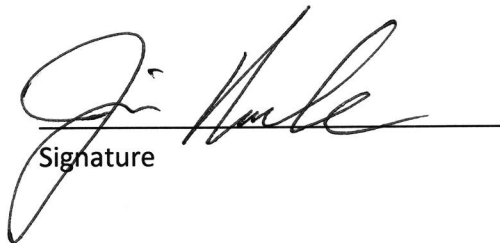
If yes, please explain on separate attachment.

10. On a separate sheet provide the following:

- a. Three (3) references the company completed projects with in the past Three (3) years. Include entities; contact name, address, and current telephone number.
- b. List all Surety/ Bonding Companies utilized by the company in the past Three (3) years.

11. Contractor affirms that it will retain only subcontractors who will fully comply with the bid specifications, including those that address requirements concerning all labor laws?

X Yes ___ No


Signature

1-4-17
Date



Get Google Chrome

Try a fast, secure browser with updates built in

Gmail

COMPOSE

Trade references

Inbox x

Inbox

Starred

Important

Sent Mail

Drafts (24)

Circles

Colton

Dave Reinschmidt

Greg

More labels

Greg Person

to glade.t, me

Terry,
Here are 3 trade references

LF Lanpher

Interior Resources

Dakota Rustic

Premier Commercial Services

26567 E. Shore Pl., Hartford, SD 57033
PO Box 882973, Steamboat Springs, CO 80488
[605.526.4333](tel:605.526.4333) [605.526.8904 fx](tel:605.526.8904)

Jarrold Smart

Jarrold Smart Construction, Co.

820 East Amidon Street

Sioux Falls, SD 57104

Office: [605.275.2963](tel:605.275.2963)

Mobile: [605.553.3073](tel:605.553.3073)

Fax: [605.338.7938](tel:605.338.7938)

Email: jarrod.smart@jarrodsmartconstruction.com

Website: www.jarrodsmartconstruction.com

Andersen Windows
Lance Chevalier
Andersen Window Service Manager

[508-364-3811](tel:508-364-3811)
lance.chevalier@andersencorp.com

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Northern Plains Construction, Inc.
27050 Kerslake Place Tea SD 57064
as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company
175 Berkeley Street Boston MA 02116
a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto Woodbury County Courthouse
620 Douglas St. Sioux City IA 51101
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Courtroom 207 Window Renovation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of January, 2017

Jennifer Krumm (Witness)
Northern Plains Construction, Inc. (Principal) (Seal)
By: J. Miller President (Title)

Jennifer Krumm (Witness)
The Ohio Casualty Insurance Company (Surety) (Seal)
By: JA Miller Attorney-in-Fact (Title)



Handwritten text, possibly a signature or address, located in the lower right quadrant of the page.

STATE OF South Dakota

COUNTY OF Lincoln

I, Jennifer Krumm Notary Public of Lincoln County,

in the State of South Dakota, do hereby certify that JA Miller

Attorney-in-Fact, of the The Ohio Casualty Insurance Company

who is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

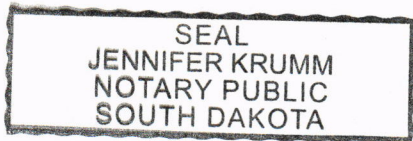
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

The Ohio Casualty Insurance Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Sioux Falls

in said County, this 5th day of January A.D., 2017



Jennifer Krumm
Notary Public Jennifer Krumm

My Commission expires: March 29, 2022

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7553559

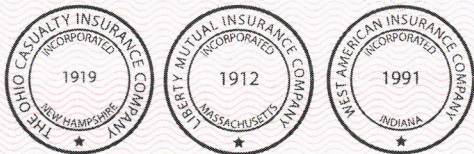
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, J.A Miller; Jason Gusso; Nick Gusso; Travis Gusso

all of the city of Sioux Falls, state of SD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of November, 2016.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

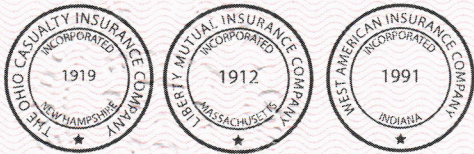
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of January, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID FORM - STIPULATED SUM (TWO-PRIME CONTRACTS)

1.1 BID INFORMATION

- A. Bidder: Baker Mechanical, Inc. dba Baker Group.
- B. Project Name: **COURTROOM 207 WINDOW RENOVATION**
- C. Project Location: **Woodbury County Courthouse, Sioux City, Iowa**
- D. Owner: Woodbury County
- E. Architect: Cannon Moss Brygger & Associates, P.C.
- F. Architect Project Number: SC16113

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Two Prime Contracts: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Cannon Moss Brygger Architects, P.C. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

ALL WORK, LESS STAINED GLASS RESTORATION WORK

- 1. ONE HUNDRED THIRTY FOUR THOUSAND ONE HUNDRED SEVENTY Dollars
 (\$ 134,170.⁰⁰).

STAINED GLASS RESTORATION WORK

- 1. NO BID Dollars
 (\$ X).

Insert "Not Applicable" for the portion you are not bidding.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within ten (10) days after a written Notice of Award, if offered within sixty (60) days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S.

money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work no later than May 15, 2017.

1.5 ACKNOWLEDGEMENT OF ADDENDA


- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 1-03-2017.
2. Addendum No. 2, dated 1-04-2017.
3. Addendum No. , dated .

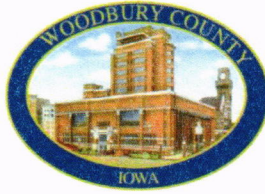
1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Sioux City, Iowa, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 5th day of January, 2017.
- B. Submitted By: Baker Mechanical, Inc. dba Baker Group (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: DALE DRENT (Type or print name).
- E. Title: VP SERVICE (Owner/Partner/President/Vice President).
- F. Street Address: 4224 Hubbell Ave.
- G. City, State, Zip: Des Moines, IA 50317
- H. Phone: 515.262.4000

END OF BID FORM



WOODBURY COUNTY CAPITAL IMPROVEMENT PROJECTS

QUALITY ASSURANCE QUESTIONNAIRE

Woodbury County is requesting that the following questionnaire be completed by all prospective General Contractors and must be included, prior to or at the time of bid submission. Pursuant to Iowa Code 26.9, contracts for public improvements must be awarded to the "lowest responsive, responsible bidder". Factors other than price may be considered when making the award. This questionnaire is only applicable to public improvements which exceed the competitive bid amount set pursuant to Iowa Code 26.3, 26.14 and 314.1B, currently \$135,000.00.

Company/Contracting Firm: Baker Mechanical, Inc. dba Baker Group

Owner/ Representative: Shane Albrecht, Project Manager

Address: 4224 Hubbell Ave., Des Moines, IA 50317

Main Telephone: 515.262.4000 E-Mail: albrechts@thebakergroup.com

1. Within the past Five (5) years, has the Contractor been disbarred by any Federal, State, or Local government entity from bidding projects? Yes No

If yes, please explain on separate attachment.

2. Within the past Five (5) years, has the Contractor- defaulted on a contract, been disqualified, removed or otherwise prevented from bidding on, or completing a Government, State, or Local project? Yes No

If yes, please explain on separate attachment.

3. Within the past five (5) years has the Contractor been found by a court or agency of competent jurisdiction, to be delinquent (delinquent shall include but not limited to failure to file, failure to pay, or imposition tax liens) in meeting its obligation under Federal, State, or Local tax laws? Yes No

If yes, please explain on separate attachment.

4. Within the past Five (5) years has the Contractor been unable to obtain, or been denied a bond? Yes No

If yes, please explain on separate attachment.

5. Within the past Five (5) years has the Contractor declared bankruptcy or been under receivership? Yes No

If yes, please explain on separate attachment.

6. Within the past Five (5) years has the Contractor filed any lawsuits, or sought arbitration with regard to any construction project? Yes No

If yes, please explain on separate attachment.

7. Are any lawsuits, legal proceedings, arbitration, or judgment's pending/ outstanding against the Contractor, its owner, or officers? Yes No

If yes, please explain on separate attachment.

8. Within the past Five (5) years has the Contractor been found to have violated any of the following Federal or State Laws:
Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Iowa Competition Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemicals Risks Act, Iowa Income Corporate and Sales Tax Code, Iowa Minimum Wage Act, Iowa Non-speaking English Employee Act, Iowa Wage Payment Collection Act, a "willful" violation of the Iowa or Federal Occupational Safety and Health Act, Federal Income or Corporate Tax Code, The National Insurance Act, OR the Fair Labor Standards Act? Yes No

If yes, please explain on separate attachment.

9. Has the Contractor ever failed to complete any work awarded to it? ___ Yes X No

If yes, please explain on separate attachment.

10. On a separate sheet provide the following:

a. Three (3) references the company completed projects with in the past Three (3) See attached. years. Include entities; contact name, address, and current telephone number.

b. List all Surety/ Bonding Companies utilized by the company in the past Three (3) years. Bonding Company: Liberty Mutual Insurance Company
Agent: Holmes Murphy - contact is Craig Hansen, chansen@holmesmurphy.com or 515.223.6902

11. Contractor affirms that it will retain only subcontractors who will fully comply with the bid specifications, including those that address requirements concerning all labor laws?

X Yes ___ No



Signature

1-4-17

Date



Woodbury County Capital Improvement Projects

Quality Assurance Questionnaire

Section 10:

- a. Three (3) references the company completed projects with in the past Three (3) years. Include entities; contact name, address, and current telephone number.

Sioux City Community School District

627 4th Street

Sioux City, IA 51101

Contact Name: Mr. Brian Fahrendholz, Director of Operations and Maintenance

Phone: 712-279-6652

Cell: 712-294-4149

Marcus-Meriden-Cleghorn Community School District

High School/District Office

400 East Fenton Street, Box 667

Marcus, IA 51035

Contact Name: Mr. Jan Brandhorst, Superintendent

Phone: 712-376-4171

East Marshall Community School District

204 West Central Street, Box 159

Gilman, IA 50106

Contact Name: Mr. Anthony Ryan, Superintendent

Phone: 641-498-7481

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Baker Mechanical, Inc. dba Baker Group
4224 Hubbell Avenue
Des Moines, IA 50317

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

OWNER:

(Name, legal status and address)

Woodbury County
620 Douglas Street
Sioux City, IA 51101

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Courtroom 207 Window Renovation, Woodbury County Courthouse, Sioux City, IA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of January 2017

Docona Dayton
(Witness)

Baker Mechanical, Inc. dba Baker Group
(Principal) (Seal)

Kathy Jadd
(Title) VP-LOO

Stacy Venn
(Witness) Stacy Venn

Liberty Mutual Insurance Company
(Surety) (Seal)

Dione R. Young
(Title) Dione R. Young, Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shirley S. Bartenhagen, Cindy Bennett, Lacey Cramblit, Anne Crowner, Brian M. Deimerly, Jay D. Freiermuth, Craig E. Hansen, Tim McCulloh, Stacy Venn, Dione R. Young of the city of West Des Moines, state of Iowa its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Baker Mechanical, Inc. dba Baker Group

Obligee Name: Woodbury County

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of January, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this this 22nd day of January, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

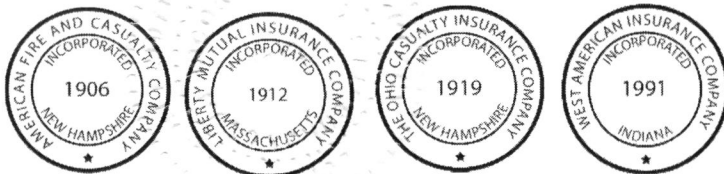
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of January, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary