



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JULY 26) (WEEK 30 OF 2022)

Live streaming at:
https://www.youtube.com/user/woodburycountyiowa

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov
Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov
Jeremy Taylor 259-7910 jtaylor@woodburycountyiowa.gov
Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
Justin Wright 899-9044 jwright@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held July 26, 2022 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board for speakers.

- 1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, please limit your remarks to three minutes on any one item.
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please turn off all cell phones and other devices while in the Board Chambers.

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- 1. Citizen Concerns Information
2. Approval of the agenda Action

Consent Agenda

Items 3 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the July 19, 2022 meeting
4. Approval of claims
5. Board Administration – Karen James
Approval of Notice of Property Sale Resolution for Parcel #864528307007 (aka 508 – 5th Ave., Hornick, Iowa) for Tuesday, August 9th at 4:35 p.m.

6. County Auditor – Patrick Gill
 - a. Receive Auditor’s Quarterly Report
 - b. Approval of liquor license application for Woodbury County Fair, Merville

7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

8. Secondary Roads – Mark Nahra
 Approve the permit to work in the right of way for SCS Carbon Transport and to direct the chair to sign the permit

End Consent Agenda

- | | | |
|--------------------------------|---|--|
| 4:35 p.m.
(Set time) | 9. Board Administration – Karen James
Public hearing and sale of property parcel #894735332007 (aka 1020 S. Glass Street) | Action |
| 4:40 p.m.
(Set time) | 10. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approve the permanent closure and vacation of the county roads in the Morningside Second Addition and approve vacation resolution b. Approve the vacation of excess right of way adjacent to County Route L36 and 150th Street and approve vacation resolution | Action

Action |
| 4:45 p.m.
(Set time) | 11. Building Services – Kenny Schmitz <ol style="list-style-type: none"> a. Receive Prairie Hills Demolition Project competitive bids b. Consideration to award contract to lowest, responsive, responsible bidder c. Approve 5% project contingency (amount not to exceed 5% of contract bid) d. Approve Letter of Understanding dated July 11, 2022 to address 28th Street construction project change order improvements required to meet City of Sioux City’s additional anticipated developments along 28th Street | Action
Action
Action

Action |
| | 12. Woodbury County Library – Julie Haman & Carol Nelson
Discussion of Woodbury County Library air conditioner issue | Information |
| | 13. Human Resources – Melissa Thomas
Approve the CWA Civilian Jailer MOU and authorize the Chairman to sign the Document | Action |
| | 14. County Auditor – Patrick Gill
Approve a resolution establishing a new rate of pay for Woodbury County Precinct Election Officials | Action |
| | 15. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approve the resolution to participate in the statewide application for the preparation of a safety action plan for Woodbury County Roads | Action |

- | | |
|---|-------------|
| 16. Community & Economic Development – Dan Priestley
Information about Planning & Zoning fees for Conditional Use Permits and other permits/services | Information |
| 17. Board of Supervisors – Keith Radig
Approve to renew Community & Economic Development parking spot in the Williges Parking Ramp | Action |
| 18. Board of Supervisors – Rocky De Witt
Approve to move forward to amend wind turbine ordinance, changing setback to 2500 feet from 1250 feet | Action |
| 19. Board of Supervisors – Jeremy Taylor | |
| a. Update on Rolling Hills Governance Board | Information |
| b. Discussion and action 2022 Siouxland Chamber Annual Meeting | Action |
| 20. Reports on Committee Meetings | Information |
| 21. Citizen Concerns | Information |
| 22. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- MON., JULY 25 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., JULY 26 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., JULY 27 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., JULY 28 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., AUG. 1 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., AUG. 3 10:00 a.m.** Loess Hills Alliance Protection Meeting, Pisgah, Iowa
- 11:00 a.m.** Loess Hills Alliance Stewardship Meeting
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., AUG. 4 10:00 a.m.** COAD Meeting, The Security Institute
- WED., AUG. 10 7:30 a.m.** SIMPCO Executive-Finance Committee - Hybrid
- 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., AUG. 11 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., AUG. 17 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 1:00 p.m.** Regional Workforce Development Meeting, 2508 4th Street, Sioux City
- 1:00 p.m.** Western Iowa Workforce Development Meeting
- THU., AUG. 18 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., AUG. 19 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- MON., AUG. 22 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., AUG. 23 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., AUG. 24 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., AUG. 25 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

JULY 19, 2022 TWENTY-NINETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, July 19, 2022 at 4:30 p.m. Board members present were Ung, Radig, De Witt, Taylor, and Wright. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Patrick Jennings, County Attorney, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. Daniel Hair, Hornick, Bernard Hair, Anthon, Troy Widman, Anthon, Mark Nelson, Correctionville, and Peter Widman, Sergeant Bluff, discussed a windmill ordinance with the Board.

2. Motion by De Witt second by Taylor to approve the agenda for July 19, 2022. Carried 5-0. Copy filed.

Motion by Taylor second by De Witt to amend the consent agenda item authorization to initiate hiring process from advanced EMT to EMT. Carried 5-0.

Motion by Taylor second by De Witt to approve the following items by consent as amended:

3. To approve minutes of the July 12, 2022 meeting. Copy filed.

4. To approve the claims totaling \$642,420.20. Copy filed.

5. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #894734252016, 515 S College St.

**RESOLUTION #13,480
NOTICE OF PROPERTY SALE**

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**The South Two Hundred Forty-one feet (S 241') of the East One Hundred Sixty-six feet (E 166'), except the North One Hundred Eighty-six feet (N 186') of the South One Hundred Ninety-one feet (S 191') of the East Eighty-three feet (E 83'), of Block Thirty-one (31), C.B. Rustin & Co's Addition to Sioux City, in the County of Woodbury and State of Iowa
(515 S. College St.)**

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **2nd Day of August, 2022 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **2nd Day of August, 2022**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$354.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 19th Day of July, 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

6. To receive the County Recorder's Report of Fees Collected for the period 04/01/22 through 06/30/22. Copy filed.
7. To approve the items to be auctioned per Personal Property Disposition Policy. Copy filed.
- 8a. To approve the appointment of Michael Montino, Coordinator, Emergency Management Dept., effective 07-20-22, \$70,000/year. Start date changed to 07-20-22.; the appointment of Destini Bailey, Civilian Jailer, County Sheriff Dept., effective 07-25-22, 21.60/hour. Job Vacancy Posted 5-25-22. Entry Level Salary: \$21.60/hour.; the reclassification of Matthew Verzani, Assistant County Attorney, County Attorney Dept., effective 07-25-22, \$113,142.85/year, \$4,190.48/bi-weekly, 6.7%=\$7,171.02/yr., Per AFSCME Assist. County Attorney Contract agreement, from Step 11 to Step 12.; the reclassification of Marcello Greco, P/T Courthouse Safety & Security, County Sheriff Dept., effective 07-25-22, \$20.02/hour, 5%=\$.95/hr. Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 3/Step 2 to Grade 3/Step 3.; the reclassification of Michael Murray, P/T Courthouse Safety & Security, County Sheriff Dept., effective 07-25-22, \$20.02/hour, 5%=\$.95/hr. Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 3/Step 2 to Grade 3/Step 3.; the separation of Michael Weber, Operations Officer, Emergency Services Dept., effective 08-01-22. Retirement.; the other of Paul Handke, Operations Officer, Emergency Services Dept., effective 08-01-22, \$19.57/hour, 0%. Increase hours from .75 FTE to 1.00 FTE.; and the separation of Jacob Gilreath, Temporary Engineering Aide, Secondary Roads Dept., effective 08-05-22. End of Temporary Work. Copy filed.
- 8b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Assistant County Attorney, County Attorney Dept. AFSCME: \$67,271.54-\$77,796.55/year.; and Operations Officer-EMT (.75 FTE), Emergency Services Dept. Wage Plan: \$19.57/hour. Copy filed.
9. To set the dates and time for 3 public hearings for the proposed Zoning Ordinance Map Amendment for Tuesday, August 2, 2022 @ 4:45 p.m., Tuesday August 9, 2022 @ 4:45 p.m., and Tuesday, August 16, 2022 @ 4:45 p.m. Copy filed.
10. To receive the County Treasurer's Semi-Annual report for period ending 06/30/22. Copy filed.

Carried 5-0.

11. Motion by De Witt second by Ung to approve funds from gaming revenue up to \$34,400.00 to pay for AC/Heat Pump units or allow amendment of Conversation Board budget in the spring to cover the costs. Carried 4-1; Radig was opposed. Copy filed.
12. Motion by De Witt second by Ung to approve the purchase of a half-ton Dodge Ram 4-wheel drive pickup to replace the Suburban currently used by the Emergency Services Director for \$14,287 that includes the trade-in of the Suburban, funding by Gaming Revenue. Carried 5-0. Copy filed.
13. Motion by Ung second by Taylor to authorize up to \$115,000 of ARPA Retention Pay to CWA Local 7103 (secondary roads employees) in FY23 for a 4% wage increase effective July 1, 2022, and to direct Human Resources to draft MOU for board approval. Carried 5-0. Copy filed.
14. Reports on committee meetings were heard.
15. There were no citizen concerns.
16. Board concerns were heard.

The Board adjourned the regular meeting until July 26, 2022.

Meeting sign in sheet. Copy filed.

RESOLUTION #
NOTICE OF PROPERTY SALE

Parcel #864528307007

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

That part of Out Lot 5 in the Auditor's Plat of Hornick in the W ½ SW ¼ Section 28 and E ½ SE ¼ Section 29, Township 86 North, Range 45, in the County of Woodbury and State of Iowa, described as follows: Commencing at a point on the West line of Out Lot 5 in the W ½ SW ¼ said Section 28, 6 rods South of the Northwest corner thereof, thence East on a line parallel to the North line of said Out Lot 5, 128 feet, thence South on a line parallel to the West line of Out Lot 5, 67.5 feet, thence West on a line parallel to the North line of Out Lot 5, 128 feet to the West line of Out Lot 5, thence North on the West line of Out Lot 5, 67.5 feet to the point of commencement of this description (508 – 5th Ave. Hornick, IA.)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **9th Day of August, 2022 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **9th Day of August, 2022**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$432.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 26th Day of July, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Shay Gillaspie Date: 12-21-21

Address: 515 main st., Hornick IA 51026 Phone: 712-870-9041

Address or approximate address/location of property interested in:

508-5th Ave. Hornick, IA

GIS PIN # 864528307007

**This portion to be completed by Board Administration **

Legal Description:

Aud Sub Div. W 1/2 SW 28-86-45 S 67.5 ft N 146.5 ft
W 128 ft Lot 5

Tax Sale #/Date: 824/2014 Parcel # _____

Tax Deeded to Woodbury County on: _____

Current Assessed Value: Land 4,110 Building 10,900 Total 15,010

Approximate Delinquent Real Estate Taxes: _____

Total \$29,360.00

Approximate Delinquent Special Assessment Taxes: _____

*Cost of Services: _____

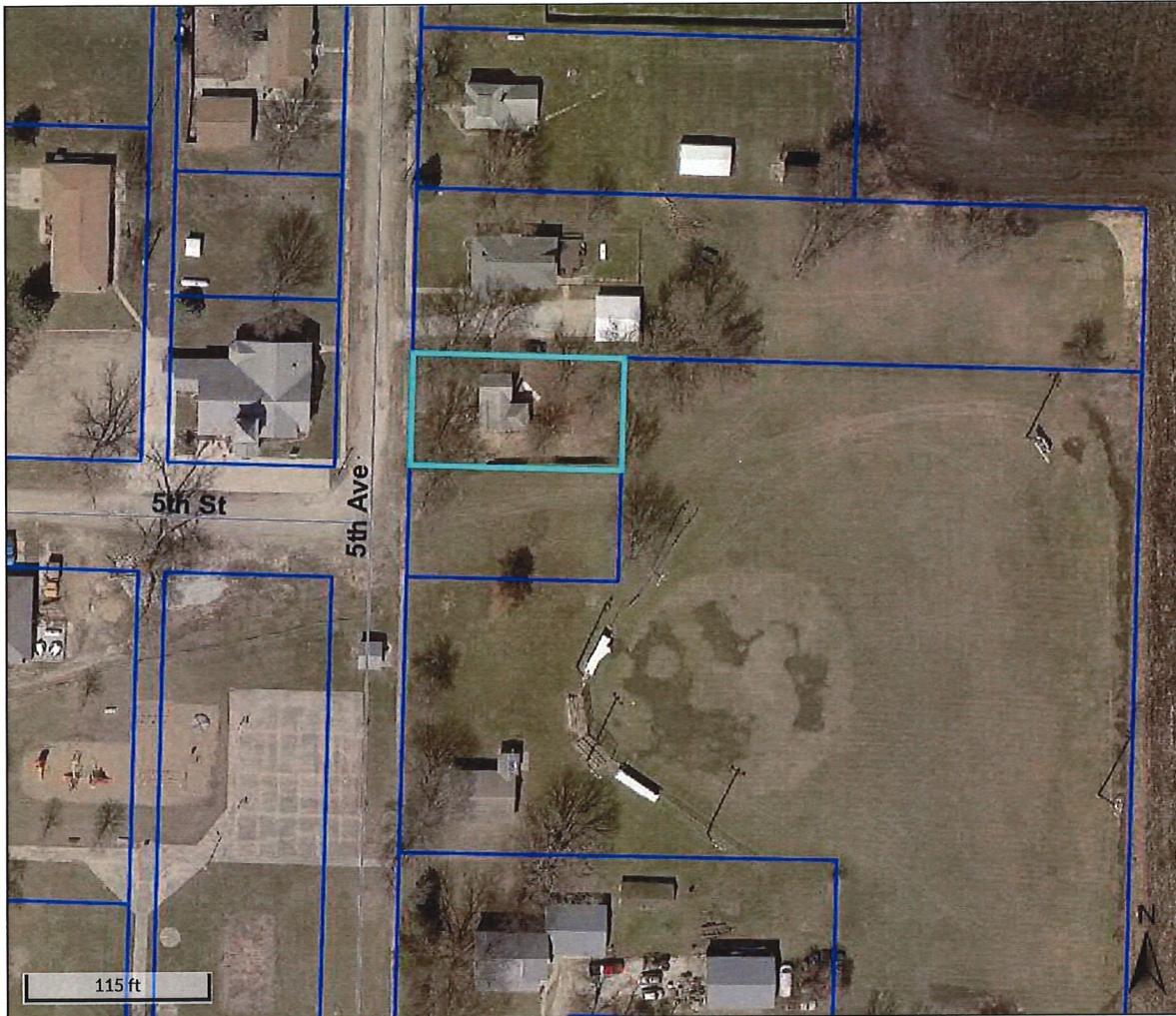
Inspection to: Rocky DeWitt Date: 12-21-21

Minimum Bid Set by Supervisor: \$325 PLUS COSTS, IF ANY
Plus \$107.00 for Service of Notice

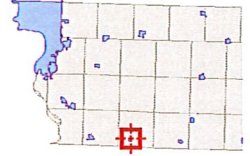
Date and Time Set for Auction: Total 43260

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.

Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	864528307007	Alternate ID	609420	Owner Address	SIMS EARL D
Sec/Twp/Rng	28-86-45	Class	R		510 4TH ST
Property Address	508 5TH AVE HORNICK	Acreage	n/a		ONAWA, IA 51040
District	0064				
Brief Tax Description	AUD SUB DIV W 1/2 SW 28-86-45 S 67.5 FT N 166.5 FT W 128 FT LOT 5 (Note: Not to be used on legal documents)				

Date created: 12/21/2021
Last Data Uploaded: 12/20/2021 7:44:19 PM

Developed by  Schneider
GEO SPATIAL

Office Of The
AUDITOR/RECORDER
Of Woodbury County

PATRICK F. GILL
Auditor/Recorder



Court House – Rooms 103
620 Douglas
Sioux City, Iowa 51101

Phone (712) 279-6702
Fax (712) 279-6629

AUDITOR'S QUARTERLY REPORT

April 1, 2022/ June 30, 2022

Patrick F. Gill, Woodbury County Auditor/Recorder

Payroll Taxes

Beginning Cash Balance	April 1, 2022		
Payroll Taxes		300,918.05	
Other		(5,309.23)	
Total Beginning Balance			295,608.82
Receipts:			
Payroll Taxes		2,522,423.82	
Interest		26.56	
Other		-	
Total Receipts			2,522,450.38
Total Resources			2,818,059.20
Disbursements:			
Payroll Taxes		2,515,002.88	
Interest Paid to Treasurer		13.25	
Other		-	
Total Disbursements			2,515,016.13
Ending Cash Balance	June 30, 2022		
Payroll Taxes		308,338.99	
Other		(5,295.92)	
Total Ending Balance			303,043.07

I, Patrick F. Gill, County Auditor/Recorder of Woodbury County, Iowa, hereby certify the above to be a true and correct statement of the Receipts and Disbursements of the office of County Auditor for the 4th Quarter ending 06/30/22.


Patrick F. Gill, County Auditor/Recorder

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

Date: 7/21/22 Weekly Agenda Date: 7/26/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor - Pat Gill

WORDING FOR AGENDA ITEM:

Consideration and approval for liquor license for Woodbury County Fair, Merville, Iowa

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

n/a

BACKGROUND:

n/a

FINANCIAL IMPACT:

Unknown at this time

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:

Approve Motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve an application for a 14-day, Class B Beer License, with Outdoor Service and Sunday Sales privileges for Woodbury County Fair, effective 07/28/2022 through 08/11/2022.

**Office Of The
AUDITOR/RECORDER
Of Woodbury County**

PATRICK F. GILL
Auditor/Recorder



Court House – Rooms 103
620 Douglas
Sioux City, Iowa 51101

Phone (712) 279-6702
Fax (712) 279-6629

To: Board of Supervisors

From: Patrick F. Gill, Auditor & Recorder

Date: July 21, 2022

Subject: Liquor License Application for the Woodbury County Fair, Merville, Iowa.

Please approve and receive for signature, an applicaton for a 14-Day, Class B Beer License, with Outdoor Service and Sunday sales privileges, for the Woodbury County Fair, Merville, Iowa. The license would be effective 07/28/22 through 08/11/22.



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
WOODBURY COUNTY FAIR ASSOCIATION, INC.	Woodbury County Fair Association	(171) 490-4503		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
206 Fair Street, Box 369		Moville	Woodbury	51039
MAILING ADDRESS	CITY	STATE	ZIP	
206 Fair Street, Box 369		Iowa	51039	

Contact Person

NAME	PHONE	EMAIL
Mary J Thompson	(712) 873-3707	woodburycofair@wiatel.net

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Beer Permit	14 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS
Class B Beer Permit

PRIVILEGES



Status of Business

BUSINESS TYPE

Non-Profit Association

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Mark Thompson	Moville	Iowa	51039	Mark Thompson	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Woodbury County Fair Association	42-0608215	Moville	Iowa	51039	100.00

Insurance Company Information

INSURANCE COMPANY

Iowa Communities Assurance Pool

POLICY EFFECTIVE DATE

July 28, 2022

POLICY EXPIRATION DATE

Aug 10, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: July 26, 2022

*** PERSONNEL ACTION CODE:**

A - Appointment	R - Reclassification
T - Transfer	E - End of Probation
P - Promotion	S - Separation
D - Demotion	O - Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Meyers, Kenneth	County Sheriff	7-21-22	Civilian Jailer			S	Resignation.
Kilbride, Tayea	Juvenile Detention	7-25-22	P/T Youth Worker	\$21.72/hour	3.9%=\$.83/hr	R	Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 1 to Grade 1/Step 2.
Hatfield, Jonathon	County Sheriff	7-25-22	Civilian Jailer	\$28.94/hour	11.6%=\$3.01/hr	R	Per CWA Civilian Officers Contract agreement, from Senior to Master Class.
Fox, Jacklyn	County Attorney	8-05-22	Assist. County Attorney			S	Resignation.
Hayworth, Haley	County Treasurer	8-08-22	Clerk II	\$19.07/hour	4.6%=\$.85/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 1 to Grade 3/Step 2.
Ochoa, Carolina	County Sheriff	8-14-22	Civilian Jailer			S	Resignation.
Ryan, Colin	Secondary Roads	8-19-22	Assistant County Engineer			S	Resignation.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: *Melissa Thomas, HR Director*

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: July 26, 2022

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	(2) Civilian Jailers	CWA: \$21.60- \$23.33/hour		
County Sheriff	P/T Courthouse Safety & Security Officer	Wage Plan comparability with AFSCME Courthouse: \$18.22- \$20.02/hour		
Secondary Roads	Civil Engineer Intern OR	Wage Plan: \$69,334 - \$73,000/year		
Secondary Roads	Assistant County Engineer	Wage Plan: \$101,129 – \$110,000/year		

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: csheehan@woodburycountyiowa.gov
FAX: 712.279.6522

July 19, 2022

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for one (1) Correctional Officer position, effective July 21, 2022. We request this be placed on the agenda for Tuesday July 26, 2022, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan", with a long horizontal flourish extending to the right.

Chad Sheehan, Sheriff

cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: csheehan@woodburycountyiowa.gov
FAX: 712.279.6522

July 19, 2022

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for one (1) Correctional Officer position, effective August 18, 2022. We request this be placed on the agenda for Tuesday July 26, 2022, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan", with a long horizontal flourish extending to the right.

Chad Sheehan, Sheriff

cc: file

Lisa Anderson

From: Melissa Thomas
Sent: Thursday, July 21, 2022 10:22 AM
To: Lisa Anderson
Subject: FW: Hiring Process

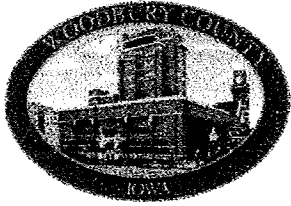
From: Tony Wingert <twingert@woodburycountyiowa.gov>
Sent: Thursday, July 21, 2022 10:21 AM
To: Melissa Thomas <melissathomas@woodburycountyiowa.gov>; Patrick Hinrichsen <phinrichsen@woodburycountyiowa.gov>; Willie Garrett <wgarrett@woodburycountyiowa.gov>
Subject: Hiring Process

Melissa,

Please place on next week's BOS agenda permission to hire another part-time Courthouse Security Officer.

Chief Deputy Tony Wingert
Woodbury County Sheriff's Office
407 7th St.
Sioux City, IA 51101

712.279.6010 x 5031



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER
Mark J. Naha, P.E.
mnaha@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Woodbury County Board of Supervisors
Woodbury County Human Resources Director

From: Mark J. Naha, County Engineer

Date: July 21, 2022

Subject: Civil Engineer Intern/Assistant County Engineer Position

The Secondary Road Department currently has a vacancy for the position of Civil Engineer Intern or Assistant County Engineer. Colin Ryan, the current assistant county engineer, has resigned to take a position with another county. I want to fill this vacancy as soon as possible, but based on the last pool of candidates in 2016 and 2017 when we hired Colin as a Civil Engineer Intern, I would also like to open the position to both engineering graduates with a Bachelors Degree in Civil or Construction Engineering or a licensed professional engineer as Assistant County Engineer. I am proposing a vacancy posting as shown on the attached job vacancy notice.

I am asking the Board to concur with my recommendation to hire an employee to fill one position with the county, either an Assistant County Engineer or Civil/Construction Engineer Intern. This position is already fully budgeted, so no new full-time position is being created. These are wage plan positions.

Please contact me if you have any questions. Thank you for your assistance and attention.

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

Date: 07/21/2022 Weekly Agenda Date: 07/26/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of a permit to work in the county right of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

SCS Carbon Transport LLC has requested a permit to work in the right of way to do soil exploration in preparation for engineering plans for pipeline construction.

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. SCS Carbon Transport will be taking soil core samples adjacent to the county roads shown on the map.

FINANCIAL IMPACT:

No impact

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?

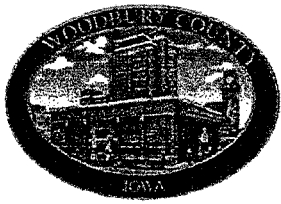
Yes No

RECOMMENDATION:

Recommend approval of the permit for SCS Carbon Transport, LLC.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for SCS Carbon Transport and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@woodburycountyiowa.gov

SECRETARY
Tish Brice
tbrice@woodburycountyiowa.gov

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: SCS Carbon Transport LLC Phone No.: 479-684-6728

Mailing Address: 2321 North Loop Drive, Suite #221, Ames, IA 50010

Township: See exhibits for location information Section: See exhibits for location information

Woodbury County, State of Iowa, and SCS Carbon Transport LLC (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

To conduct soil resistivity testing on 230th Street, Buchanan Avenue, 140th Street, and 235th Street. See attached Exhibit for

specific location information.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

Not applicable

L. Woodbury County agrees to provide the following contribution toward completion of this project:

Not applicable

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31 day of August, 2022.

Entered into this _____ day of _____, 2022.

By: Riley Gibson, TurnKey Logistics on behalf of SCS Carbon Transport LLC

Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

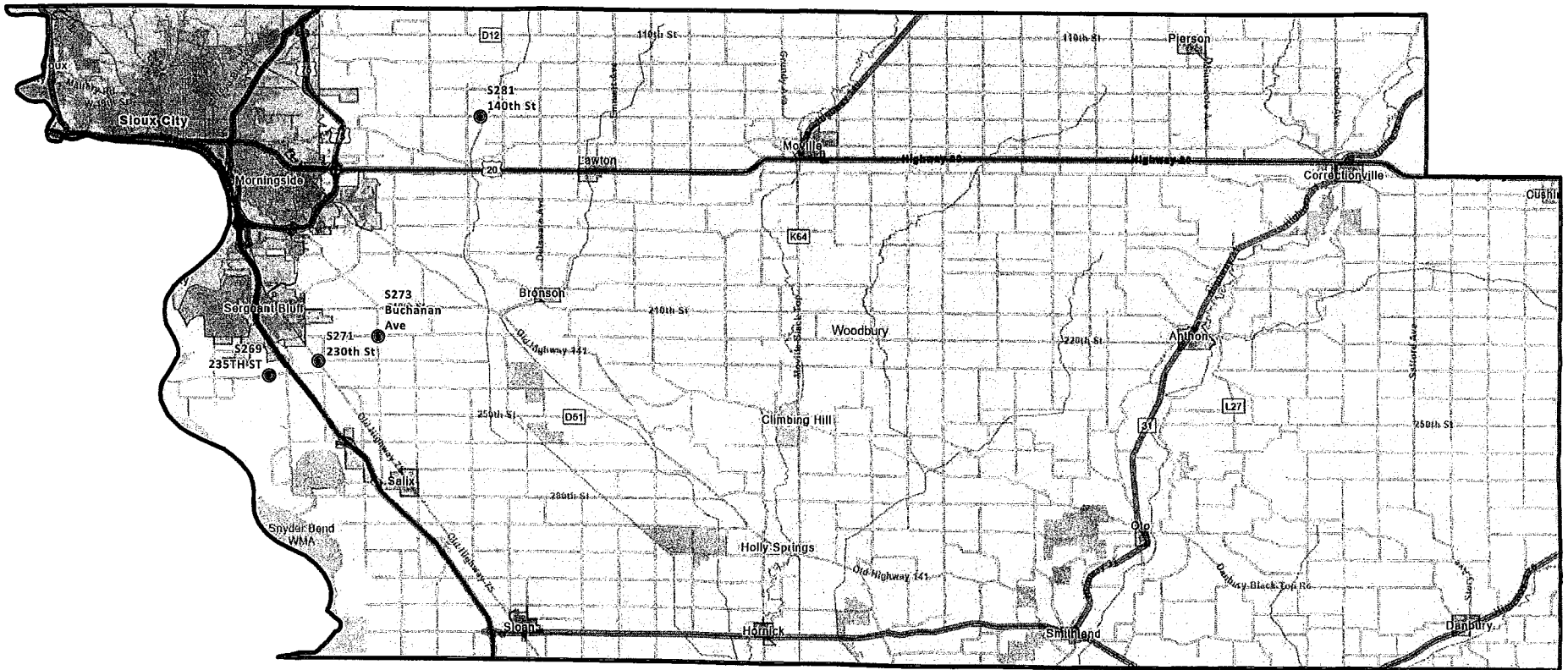


SCS Carbon Transport LLC
Woodbury County, Iowa



Proposed Soil Resistivity Testing Locations

Roadway Name	Township	Section	Latitude	Longitude
230th St	T87N	8	42.373256	-96.333564
Buchanan Ave	T87N	3	42.386533	-96.301503
140th St	T89N	26	42.504114	-96.245728
235TH ST	T87N	7	42.365531	-96.360055



Ownership Code
 1 - STATE HIGHWAY AGENCY
 2 - COUNTY HIGHWAY AGENCY
 3 - TOWN OR TOWNSHIP HIGHWAY AGENCY
 4 - CITY OR MUNICIPAL HIGHWAY AGENCY
 OTHER

● Soil Testing

SCS contractor will be performing soil resistivity testing for pipeline AC Mitigation/ICCP Design. The soil testing takes approximately 2 hours and consists of two (2) techs in a pickup truck taking readings in the area of the proposed SCS pipeline. The techs will insert four (4) small probes a few inches into the soil at various spacing intervals, and then electrical current is passed through the outer probes and voltage readings are recorded at the inner probes. These readings are used to calculate the soil resistivity at different depths and will aid in designing the ICCP system, grounding grids and AC mitigation. The soil testing locations will be located at the far edge of the road ROW away from the road surface. No ground disturbance will take place, and no heavy equipment will be utilized.

WOODBURY COUNTY SOIL TESTING

Date Expired: 7/20/2022



**SUMMIT
CARBON
SOLUTIONS**





POWER OF ATTORNEY

The undersigned, James Powell, Chief Operating Officer of each of (i) Summit Carbon Solutions, LLC, (ii) SCS Carbon Removal LLC, and (iii) SCS Carbon Transport LLC (collectively, "SCS"), does hereby make, constitute, and appoint TurnKey Logistics, LLC ("Agent"), SCS's true and lawful agent, with full right, power, and authority to act for SCS and in SCS's name, place and stead with respect to submitting, executing, and processing permit applications on behalf of SCS.

Giving and granting unto said Agent the full power and authority to do and perform each and every act, deed, matter, and thing whatsoever required and necessary to be done in and about the foregoing, as fully as SCS might or could do if present and acting.

Dated: June 21, 2022

Summit Carbon Solutions, LLC

DocuSigned by:
James Powell
FBDF5E4B03C74A2

James Powell, Chief Operating Officer

SCS Carbon Removal LLC

DocuSigned by:
James Powell
FBDF5E4B03C74A2

James Powell, Chief Operating Officer

SCS Carbon Transport LLC

DocuSigned by:
James Powell
FBDF5E4B03C74A2

James Powell, Chief Operating Officer

RESOLUTION # 13, 478
NOTICE OF PROPERTY SALE

Parcel #894735332007

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**Lot Eleven (11) Block Fourteen (14) of Holman's Addition to Sioux City in the County of Woodbury and State of Iowa
(1020 S. Glass St.)**

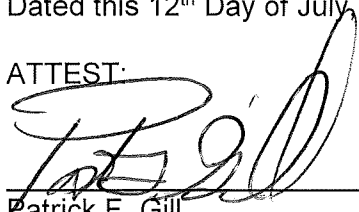
NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **26th Day of July, 2022 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **26th Day of July, 2022**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$579.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 12th Day of July, 2022.

ATTEST:



Patrick F. Gill
Woodbury County Auditor
and Recorder

WOODBURY COUNTY BOARD OF SUPERVISORS



Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Jarrod Bumsted

Date: 3/9/21

Address: 1024 S. Glass St

Phone: 507-822-9994

Address or approximate address/location of property interested in:

1020 S. Glass St.

GIS PIN # 894735332007

**This portion to be completed by Board Administration **

Legal Description:

Lot 11 Block 14 of Holman's Addition
City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: #1083 6/17/2013

Parcel # 256680

Tax Deeded to Woodbury County on: 6/24/22

Current Assessed Value: Land \$18,500- Building — Total \$18,500-

Approximate Delinquent Real Estate Taxes: \$39,576-

Approximate Delinquent Special Assessment Taxes: \$4,989-

*Cost of Services: \$129

Inspection to: Rocky De Witt

Date: 3/9/21

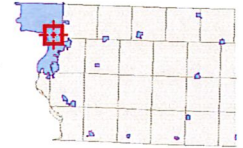
Minimum Bid Set by Supervisor: \$450 PLUS FEES plus \$129 = Total: \$579

Date and Time Set for Auction: Tuesday, July 26th @ 4:35

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

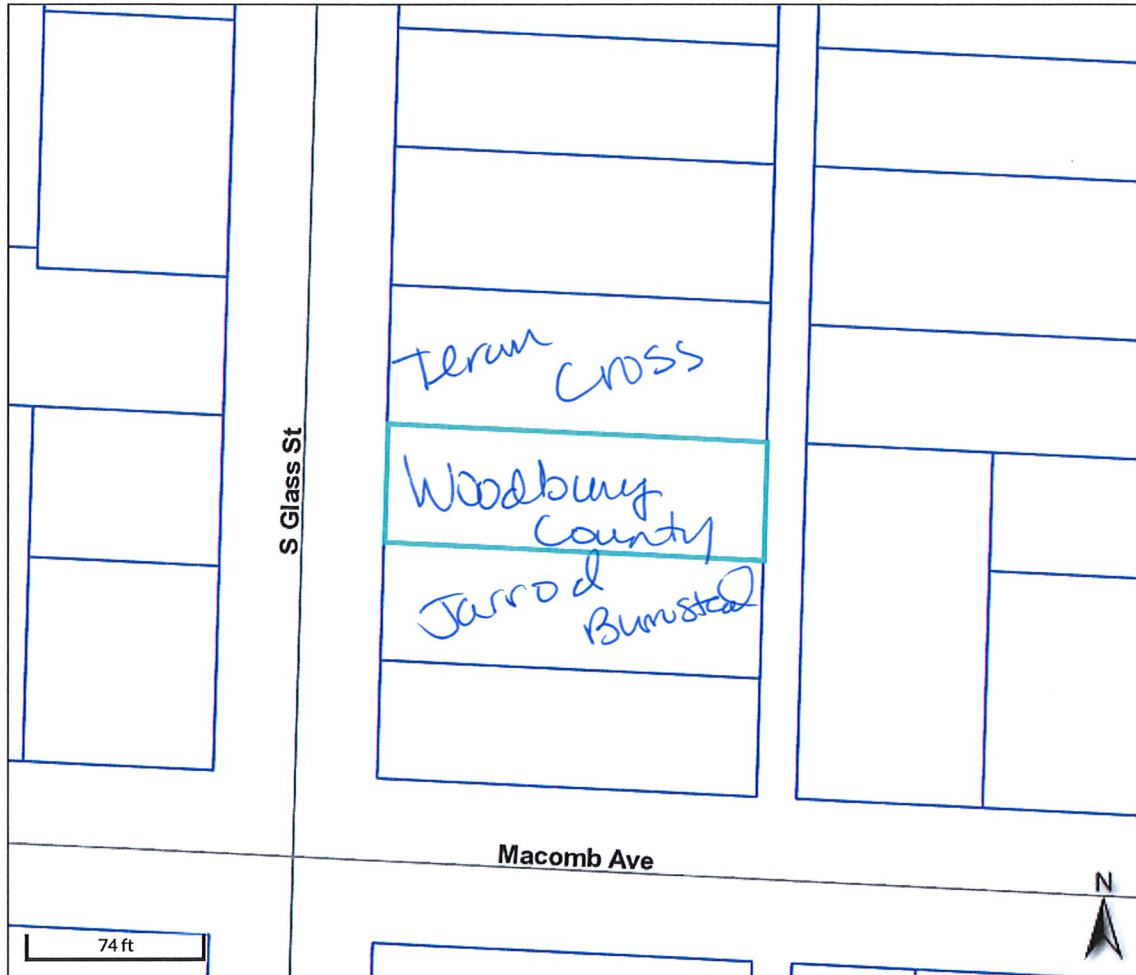
Parcel ID	894735332007	Alternate ID	256680	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS
Property Address	1020 S GLASS ST	Acreeage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HOLMANS LOT 11 BK 14				
	(Note: Not to be used on legal documents)				

Date created: 7/7/2022
 Last Data Uploaded: 7/6/2022 7:39:00 PM

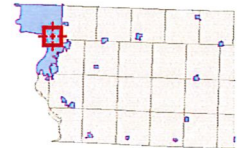
Developed by  Schneider
 GEOSPATIAL



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	894735332007	Alternate ID	256680	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS
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	SIOUX CITY				
District	0087				
Brief Tax Description	HOLMANS LOT 11 BK 14				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 7/7/2022
 Last Data Uploaded: 7/6/2022 7:39:00 PM

Developed by  Schneider
 GEOSPATIAL

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

Date: 07/21/2022 Weekly Agenda Date: 07/26/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Set time hearing - 4:40 PM: Request to vacate undeveloped streets and excess right of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county road department is recommending the closing and vacating of two road segments in Morningside Addition. A second vacation of excess right of way is also presented for consideration.

BACKGROUND:

The county has vacated most of the undeveloped streets within the Morningside Addition subdivisions on the east side of Sioux City in prior actions by the board. The two final road rights of way are being presented for consideration of permanent closure and vacation. The engineer's office is also requesting vacation of excess county right of way at the intersection of L36 and 150th Street.

FINANCIAL IMPACT:

The county is responsible for the cost of publication of the hearing notice. No damages are recommended for the vacations. Adjacent landowners may present claims for damage for board consideration at or before the scheduled hearing.

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:

Recommend that the permanent closure and vacation of the county roads and excess right of way be approved. Resolutions are attached.

ACTION REQUIRED / PROPOSED MOTION:

- 1) Motion to approve the permanent closure and vacation of the county roads in the Morningside Second addition and approve vacation resolution.
- 2) Motion to approve the vacation of excess right of way adjacent to County Route L36 and 150th Street and approve vacation resolution.

RESOLUTION NO. _____

WOODBURY COUNTY, IOWA

A RESOLUTION CLOSING AND VACATING A ROAD RIGHT OF WAY

WHEREAS, the Woodbury County Board of Supervisors in accordance with Section 306.11 of the Code of Iowa held a public hearing on July 26, 2022 on the proposed vacation of Woodbury County Secondary Road Right-Of-Way described as follows:

Vacate in Morningside Addition to Sioux City Iowa, Second Filing located in Section 4, T88N, R47W

1. All of Wells Avenue lying between Block 29 (lots 20 – 32) & 30 (lots 7 – 19).

Vacate in Morningside Addition to Sioux City Iowa, Third Filing located in Section 4, T88N, R47W

1. All of Wells Avenue lying between Block 29 (lots 33 – 38) & 30 (lots 1 – 6).

WHEREAS, no objections were received in either writing or by persons present.

NOW THEREFORE BE IT RESOLVED by the Woodbury County Board of Supervisors that all interest in the subject section of road right-of-way be vacated, subject to utility easements of record for ingress and egress.

SO RESOLVED this 26st day of July, 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS

Keith Radig, Board Chair

ATTEST:

Rocky De Witt, Member

Patrick F. Gill, Woodbury
County Auditor

Jeremy Taylor, Member

Matthew Ung, Member

Justin Wright, Member

RESOLUTION NO. _____

WOODBURY COUNTY, IOWA

A RESOLUTION CLOSING AND VACATING A ROAD RIGHT OF WAY

WHEREAS, the Woodbury County Board of Supervisors in accordance with Section 306.11 of the Code of Iowa held a public hearing on July 26, 2022 on the proposed vacation of Woodbury County Secondary Road Right-Of-Way described as follows:

Vacate a parcel of land located in the SE1/4 of the SW1/4 of section 27, T89N, R42W of the 5th P.M., Woodbury County, Iowa described as follows:

Commencing at the southeast corner of the SW1/4 of said section 27; thence north 00°00'00" east 322.23 feet along the east line of said SE1/4 of the SW1/4; thence south 89°03'40" west 80.01 feet to the point of beginning; thence south 00°00'00" west 171.97 feet; thence south 34°44'26" west 122.84 feet; thence south 89°14'16" west 218.67 feet to the existing right-of-way; thence northeasterly 357.99 feet along a 921.65 foot radius curve concave northwesterly with a chord of north 39°25'36" east 355.74 feet along said right-of-way; thence north 89°03'40" east 62.73 feet to the point of beginning, containing 0.92 acres.

WHEREAS, no objections were received in either writing or by persons present.

NOW THEREFORE BE IT RESOLVED by the Woodbury County Board of Supervisors that all interest in the subject section of road right-of-way be vacated, subject to utility easements of record for ingress and egress.

SO RESOLVED this 26st day of July, 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS

Keith Radig, Board Chair

ATTEST:

Rocky De Witt, Member

Patrick F. Gill, Woodbury
County Auditor

Jeremy Taylor, Member

Matthew Ung, Member

Justin Wright, Member

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

Date: 7/21/2022

Weekly Agenda Date: 7/26/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Prairie Hills County Home Demolition Project-
"Receive" Competitive Bid Submissions and Consideration to Award Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County Buildings Services by Board of Supervisors approval has competitively bid the Prairie Hills County Home Demolition project. Competitive bids are to be received at 4:40 pm set time. A consideration to "Award" the contract to the lowest, responsible, responsive bidder is requested.

BACKGROUND:

- 7/14/2022- Building Services & Impact7G conduct mandatory Pre-Bid Owner/ Contractor Project Meeting with Site Review
- 7/05/2022- Board of Supervisors conducts "Hearing" on the Prairie Hills County Home Demolition Project & set dates, times, & places to "open", officially "Receive," and "Award" competitive bid.
- 6/21/2022- Board of Supervisors Approves Plans, Specifications, Form of Contract and sets "Hearing" Date, Time, Place.
- 3/15/2022- Board Approves Impact7G Inc. Professional Services Agreement/ Engineering Services Contract
- 10/26/2021- Board of Supervisors approves Environmental Services Agreement with Impact7G.
- 8/17/2021- Board of Supervisors Approves motion to seek competitive bids for the demolition of shuttered Prairie Hills Building
- 04/2018 - Water Supply Wells Permanently plugged & capped after receiving "DNR Certification".
- 10/2017- Hot Water Boilers are permanently disconnected after receiving "Decommission Status" from State Insurer.
- 9/2017- Passenger Elevators fail to meet code compliance. Commission Schumacher Elevator Company to "Decommission" elevators per State Inspection requirement instructions.
- 8/2016- Board of Supervisors Approves the closure of the deteriorating Prairie Hills Building.

FINANCIAL IMPACT:

2022 CIP- CIP PH DEMO

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:

Receive competitive bid submissions 4:40 pm set time.
Consideration to Approve/ Award Contract to lowest, responsible, responsive bidder.
Consideration to approve a 5% project contingency (amount not to exceed 5% of contract/ bid awarded).

ACTION REQUIRED / PROPOSED MOTION:

Motion "A"- Motion to "Receive" Prairie Hills Demolition Project competitive bids.
Motion "B"- Motion/ Consideration to "Award" Contract to Lowest, Responsive, Responsible Bidder
Motion to "C"- Motion to approve 5% project contingency (amount not to exceed 5% of contract bid)

PROJECT MANUAL

SPECIFICATIONS FOR PRAIRIE HILLS COUNTY HOME DEMOLITION

Prairie Hills County Home Demolition

1600 County Home Road


Sergeant Bluff, IA 51054

Prepared For:

Woodbury County

620 Douglas Street

Sioux City, IA 51101

	<p>I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA</p> <p><i>James Edmond</i> <i>6/8/22</i></p> <p>JIM EDMOND IOWA LICENSE NO. 10232 DATE</p> <p>MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS</p>
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June 8, 2022

CERTIFICATIONS PAGE

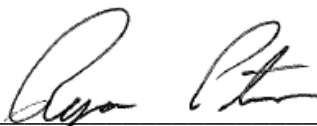
PROJECT MANUAL

for

Specifications for Prairie Hills County Home Demolition

Prairie Hills County Home
1600 County Home Road
Sergeant Bluff, IA 51054

Specifications Prepared By:



Ryan Peterson
Impact7G, Inc.

Accredited by the State of Iowa for Asbestos Project Design
License #22-8145 Expires 02-11-2023

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1600 COUNTY HOME ROAD
SERGEANT BLUFF, IA 51054

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00 11 53 – REQUEST FOR QUALIFICATIONS
00 21 13 – INSTRUCTION TO BIDDERS
00 41 00 – BID FORMS
00 50 00 – CONTRACTING FORMS AND SUPPLEMENTS
00 55 00 – NOTICE TO PROCEED
00 61 00 – BOND FORMS
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Supplemental Specifications

01 10 00 – SUMMARY
01 30 00 – ADMINISTRATIVE REQUIREMENTS
01 50 00 – TEMPORARY FACILITIES AND CONTROLS
02 41 00 – DEMOLITION
02 65 00 – UNDERGROUND STORAGE TANK REMOVAL
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02 81 00 – TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS
02 82 00 – ASBESTOS REMEDIATION
31 10 00 – SITE CLEARING
31 23 00 – EXCAVATION AND FILL

APPENDICES

Appendix 1 - Hazardous Materials Inspection Report
Appendix 2 - Asbestos Containing Materials Inspection Report
Appendix 3 - Asbestos Diagrams and Field Forms

- 3-chamber, Pre-Cleaning, Visual Inspection, Waste Manifest

Appendix 4 – Iowa DNR 10-Day Notification Form
Appendix 5 – Bid Plans
Appendix 6 – Woodbury County Home Blueprints - 1980

NOTICE TO BIDDERS
PRAIRIE HILLS COUNTY HOME DEMOLITION
1600 COUNTY HOME ROAD
SERGEANT BLUFF, IA 51054

Time and Place for Filing Sealed Proposals: Sealed bids for the work consisting of demolition as stated below must be filed before 3:00 P.M. on July 26, 2022, in the Woodbury County Courthouse Board of Supervisors Office (Room 104), 620 Douglas Street, Sioux City, Iowa 51101. Bidder must provide acknowledgement of addenda, if issued. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder and delivered at or before the time and at the place provided in the Notice and Instruction to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security, if required, and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. Bidder shall include verification of license to remove asbestos meeting the requirements of Iowa Code, Chapter 88B.

Time and Place Sealed Proposals Will be Opened and Considered: Sealed proposals will be opened, and bids tabulated at 3:00 P.M. on July 26, 2022, in the Woodbury County Courthouse Board of Supervisors Office (Room 104), 620 Douglas Street, Sioux City, Iowa 51101. Bid Proposals will be officially "Received" and acted upon July 26, 2022, 4:40 pm Woodbury County Board of Supervisors Meeting, Woodbury County Courthouse Lower Level. Woodbury County reserves the right to reject any and all bids.

Time for Commencement and Completion of Work: Work on the improvement shall commence upon approval of the contract by Woodbury County, and as stated in the Notice to Proceed. The contractor shall have the project complete by November 8, 2022 (105 days after the Notice to Proceed).

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in the amount equal to 5 percent of the total amount of the bid.

Pre-Bid Meeting: A **MANDATORY** pre-bid meeting and walkthrough is scheduled for at 10:00 A.M. on Thursday July 14, 2022. Bidders will be invited to ask questions and tour the facility. Bidders will be required to sign an attendance form at the meeting.

Contract Documents: The Project Manual governing the demolition which has been made a part of this Notice and the proposed contract are on file with the Woodbury County Building Services Office located at 401 8th Street, Sioux City, Iowa 51101; phone 712-279-6539. The Project Manual can be obtained from Impact7G at 8951 Windsor Parkway, Johnston, IA 50131; phone 515-473-6256 or via email from jreis@impact7g.com. Complete digital project bidding documents are available for free by entering QUEST project #8237935 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Public Hearing: A public hearing will be held by Woodbury County on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 4:40 P.M. on Tuesday July 5, 2022, at the Woodbury County Courthouse, 620 Douglas St., Room 104, Sioux City, IA 51101.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. Woodbury County will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Payment. Woodbury County will provide payment of the base bid amount from Bid Forms Proposal Attachment Part C upon successful of each bid line item minus a 10% retainage. The mobilization will be paid upon execution of the signed contract. The 10% retainage will be paid once final documentation has been provided.

PROJECT DESCRIPTION: The work includes demolition of the former County Home building and additions located at 1600 County Home Road, Sergeant Bluff, Iowa 51504. The property includes a 3-story building with a base area of 9,220 square feet (sf); a 12,472-sf base area addition, a 1,600-sf base area addition, a 640-sf base area addition, and two 40-sf base area additions. All buildings, with the exception of the 12,472-sf base area addition (1975), were constructed in 1921. The 9,200-sf building and 1,600-sf addition each have a gable roof covered by shingles. All other structures have a built-up, flat roof. All structures are brick. Demolition includes removal of foundation footings, basement slabs, and any tunnels or crawl spaces. The work includes removal and disposal of Asbestos Containing Materials (ACMs), hazardous and non-hazardous materials, designated structures, and one underground storage tank on the property. Specifications for asbestos removal includes both friable and non-friable ACMs. All ACMs removed from the Property must be disposed of at a permitted facility that accepts asbestos. All materials removed from the property shall be done in accordance with local, state, and federal regulations. The work also includes backfilling of all existing tunnels, basements, etc... associated with the demolition and rough site grading.

This Notice is given by authority of Woodbury County

Keith Radig, Chairman, Woodbury County Board of Supervisors

*****END OF SECTION*****

REQUEST FOR QUALIFICATIONS
PRAIRIE HILLS COUNTY HOME DEMOLITION
1600 COUNTY HOME ROAD
SERGEANT BLUFF, IA 51054

The bidder is required to submit the Qualification and Bidder Reference Form including documentation. If a bidder fails to complete the form and meet the qualifications requirements, their bid will not be considered. In addition to the qualification requirements on this form, the bidder is required to meet all additional bonding and insurance requirements in the bid documents and attend the pre-bid meeting.

Qualifications Information: List 3 distinct demolition projects similar to this completed within the previous 5 years.

1. Project Name & Owner: _____

Project Address: _____

Project Value: _____

Date of Project Completion: _____

2. Project Name & Owner: _____

Project Address: _____

Project Value: _____

Date of Project Completion: _____

3. Project Name & Owner: _____

Project Address: _____

Project Value: _____

Date of Project Completion: _____

List all surety/bonding companies utilized in the past five (5) years:

1. _____

2. _____

3. _____

4. _____

5. _____

BIDDER REFERENCE FORM

Fill out this form and include it in the proposal. Three (3) distinct projects completed within the previous 5 years are required. All boxes must be checked and all fields completed for the proposal to be considered responsive.

Reference Project #1: _____
(Name of Project, City, State)

Reference Questions:

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Did your firm perform the demolition? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Did demolition occur within the past 5 years? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Is the demolition complete? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Was demolition completed with no damage claims?
(includes any claims settled privately or submitted to insurance) |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | The name of the company, contact person, and phone/email of |

project owner is provided here: _____

Reference Project #2: _____
(Name of Project, City, State)

Reference Questions:

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Did your firm perform the demolition? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Did demolition occur within the past 5 years? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Is the demolition complete? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Was demolition completed with no damage claims?
(includes any claims settled privately or submitted to insurance) |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | The name of the company, contact person, and phone/email of |

project owner is provided here: _____

Reference Project #3: _____
(Name of Project, City, State)

Reference Questions:

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Did your firm perform the demolition? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Did demolition occur within the past 5 years? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Is the demolition complete? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Was demolition completed with no damage claims?
(includes any claims settled privately or submitted to insurance) |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | The name of the company, contact person, and phone/email of |

project owner is provided here: _____

I, Bidder, certify that all responses on this form are correct: _____

INSTRUCTIONS TO BIDDERS
PRAIRIE HILLS COUNTY HOME DEMOLITION
1600 COUNTY HOME ROAD
SERGEANT BLUFF, IA 51054

Contractors must read the Project Manual in its entirety and comply with the requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listing within the Project Manual can cause your bid not to be read.

I. BID SECURITY

- A. The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of alternates). Bid security shall be in the form of a cashier's check, a certified check drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction.
- B. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable.
- C. Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

II. PRE-BID ACCESS TO THE SITE

- A. A MANDATORY pre-bid meeting will be held on site, 1600 County Home Road, Sergeant Bluff, Iowa at 10:00 A.M. on Thursday July 14, 2022.

III. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. Sealed bids for the work consisting of demolition as stated below must be filed before 3:00 P.M. on July 26, 2022, in the Woodbury County Courthouse Board of Supervisors Office (Room 104), 620 Douglas Street, Sioux City, Iowa 51101. Bidder must provide acknowledgement of addenda, if issued. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder and delivered at or before the time and at the place provided in the Notice and Instruction to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security, if required, and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. Bidder shall include verification of license to remove asbestos meeting the requirements of Iowa Code, Chapter 88B.

B. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. REQUEST FOR QUALIFICATIONS – Complete each of the following parts:

- Request for Qualifications
- Bidder Reference Form

2. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices
- Part F – Identity of Bidder;

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies, facsimiles, or electronic signatures will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify Jon Reis, of Impact7G in writing. Impact7G will issue any necessary interpretation by an addendum for Woodbury County.

C. Bidder shall include verification of license to remove asbestos meeting the requirements of Iowa Code, Chapter 88B.

IV. PROSECUTION AND PROGRESS OF THE WORK

A. The work is located outside of Sergeant Bluff in Woodbury County.

Work shall commence upon approval of the contract by the Woodbury County Board of Supervisors, and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before 105 days after the Notice to Proceed.

B. Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by Woodbury County and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless Woodbury County from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract.

C. Woodbury County, in accordance with Title VI of the Civil Rights Act of 1964, as Amended, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be

afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- D. Once Contractor has mobilized to begin construction, Contractor shall remain on-site until Project is substantially complete as determined by Woodbury County or their Consultant.

V. PREFERENCE OF PRODUCTS AND LABOR

- A. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected

VI. TAXES

- A. Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. Woodbury County will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.
- B. Income Tax:
 - a. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - b. If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

BID FORMS
PRAIRIE HILLS COUNTY HOME DEMOLITION
1600 COUNTY HOME ROAD
SERGEANT BLUFF, IA 51054

PROPOSAL: PART A – SCOPE

Woodbury County, hereinafter called “COUNTY”, has need for a permitted contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work as specified in the contract documents, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION: The work includes demolition of the former County Home building and additions located at 1600 County Home Road, Sergeant Bluff, Iowa 51504. The property includes a 3-story building with a base area of 9,220 square feet (sf); a 12,472-sf base area addition, a 1,600-sf base area addition, a 640-sf base area addition, and two 40-sf base area additions. All buildings, with the exception of the 12,472-sf base area addition (1975), were constructed in 1921. The 9,200-sf building and 1,600-sf addition each have a gable roof covered by shingles. All other structures have a built-up, flat roof. All structures are brick. Demolition includes removal of foundation footings, basement slabs, and any tunnels or crawl spaces. The work includes removal and disposal of Asbestos Containing Materials (ACMs), hazardous and non-hazardous materials, designated structures, and one underground storage tank on the property. Specifications for asbestos removal includes both friable and non-friable ACMs. All ACMs removed from the Property must be disposed of at a permitted facility that accepts asbestos. All materials removed from the property shall be done in accordance with local, state, and federal regulations. The work also includes backfilling of all existing tunnels, basements, etc... associated with the demolition and rough site grading.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

This is a **LUMP SUM PRICE CONTRACT**. The Quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only but are considered sufficiently adequate for the purpose of comparing bids. The COUNTY shall use the Total Price and any selected alternates for comparison of bids.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the COUNTY, in advertising for bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsive, responsible bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsive, responsible bidder to be based on the base bid and selected alternatives, if any; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Commence the work upon written Notice to Proceed, and
2. Complete the project by November 8, 2022 (105 days after the Notice to Proceed).

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with COUNTY; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – IDENTITY OF BIDDER

The bidder shall indicate whether the bid is Submitted by a/an:

Individual,
Sole Proprietorship

Partnership

Corporation

Limited Liability Company

Joint-venture; all parties must
join-in and execute all documents

Other

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

**Type or print the name and title of the
company's owner, president, CEO, etc. if
a different person than entered above**

Name

Title

NOTE: The signature on this proposal must be an original signature in ink by the same individual who is the Company Owner or authorized Officer of the Copy; copies, facsimiles, or electronic signatures will not be accepted.

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a **LUMP SUM PRICE CONTRACT**. The Quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only but are considered sufficiently adequate for the purpose of comparing bids. The COUNTY shall use the Total Price and any selected alternates for comparison of bids.

Materials and quantities are approximate only but are considered adequate for the purpose of this Project Manual. The contractor is responsible for verification of all materials and quantities listed below. No additions to the contract will be allowed for additional ACMs or hazardous materials discovered that amount to less than ten percent (10%) of each material listed below. If additional amounts greater than ten percent (10%) are identified, contractor is to stop work and notify the COUNTY and/or COUNTY'S consultant immediately. No compensation for removal of suspect ACMs or hazardous materials without prior authorization by COUNTY and/or COUNTY'S consultant will be approved. All materials and quantities are subject to revision by the COUNTY.

BASE BID PRICE BREAKDOWN INFORMATION

ITEM	DESCRIPTION	TOTAL PRICE
1	Mobilization	\$
2	Asbestos Abatement and Disposal & Hazardous Materials Removal and Disposal	
3	Building Demolition and Disposal	
TOTAL AMOUNT BID		

BID ALTERNATES:

DEDUCT ALTERNATE #1: Complete the project by February 1, 2023.

1. **Base Bid:** Complete the project by November 8, 2022.
2. **Alternate Bid:** Complete the project by February 1, 2023.
3. **Deduct:** _____ Dollars (\$ _____)

The amount proposed by the bidder for DEDUCT ALTERNATE #1 is the amount that will be deducted from the Base Bid amount if the COUNTY decides to accept the corresponding change.

ASBESTOS CONTAINING MATERIAL LIST

Sample #	Material Substance	Color	Floor	Location	Asbestos Content	Est. Quantity
13 ABC	Fire Door Insulation	White	3	Mid Hall Stairway	10% Amosite 5% Chrysotile	7 EA
26	Linoleum Flooring	Beige	3	NE Stairway	20% Chrysotile	250 SF
34	2' x 2' Ceiling Tile (Pins Long Gouge)	Gray/White	2	W Bathroom	1.25% Chrysotile	750 SF
45	Linoleum Flooring	Yellow	2	SE Room	20% Chrysotile	250 SF
50	Sink Undercoat	Black	1	NE Med Room	2% Chrysotile	2 EA
64	9" x 9" Floor Tile	Beige	1	Kitchen S Room	2% Chrysotile	250 SF
66	Sink Undercoat	Black	1	Kitchen	2% Chrysotile	(See 50)
71	12" x 12" Floor Tile	Beige	1	Connector E Room	2% Chrysotile	340 SF
84	Roof Paper-Mid Layer	Black	Roof	Gym Roof	25% Chrysotile	3,750 SF
89	Vent Caulk	Black	Roof	Gym Roof	3% Chrysotile	100 LF
98 A	Boiler Insulation	White	Basement	Boiler Room	20% Amosite 2% Chrysotile	210 SF
98 B	Boiler Insulation	White	Basement	Boiler Room	10% Amosite 10% Chrysotile	(See 98A)
98 C	Boiler Insulation	White	Basement	Boiler Room	2% Amosite 20% Chrysotile	(See 98A)
104	Overhang Concrete Board	Gray	Exterior	S Addition	20% Chrysotile	290 SF
107	Expansion Joint Compound	Gray/Tan	Exterior	Building 1 N Side Above Window	2% Chrysotile	510 LF
111C	Mudded Fitting	White	Basement	Boiler Room	5% Chrysotile	18 Fittings

Nine samples were identified by the laboratory with a concentration <1% asbestos when analyzed via point count analysis. Therefore, these materials are not regulated by the EPA. Iowa OSHA would consider disturbance of these nine materials as unclassified asbestos work. The materials are identified in the Asbestos Containing Materials Inspection Report in Appendix 2.

NOTE: IT IS UNDERSTOOD THAT THE QUANTITIES OF ACMS DOCUMENTED WITHIN THIS PROJECT MANUAL ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO SUBMISSION OF BID.

HAZARDOUS BUILDING MATERIALS AND EQUIPMENT LIST

Product Name/Description	Quantity	Comments
Appliances	6	Washer, dryers, water heaters, dehumidifier
Batteries	13	
Biohazard	2	Containers of used urine sample cups
CFC Units	35	Air conditioners, refrigeration units, ice makers
CRT Monitors	21	Computer monitors & televisions
Emergency Lights	17	
Elevator	1	Hydraulic operated
Exit Signs	45	
Fire Extinguishers	45	Included kitchen fire suppression system
Lamp, Ballasts	358	
Lamp, Fluorescent	1,171	
Lamp, HID	24	
Mercury Devices/Suspect Devices	41	Thermostats & controls
Microwaves	5	
PCB Devices/Suspect Devices	1	Exterior transformer
Radioactive Devices; Smoke Detectors	65	
Radioactive Devices; X-Ray	1	
Vessels larger than 100 Gallons	4	Boilers, pressure tanks and 500-gallon diesel AST

NOTE: IT IS UNDERSTOOD THAT THE QUANTITIES OF HAZARDOUS BUILDING MATERIALS AND EQUIPMENT DOCUMENTED WITHIN THIS PROJECT MANUAL ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO SUBMISSION OF BID.

Bidder Name

CONTRACTING FORMS AND SUPPLEMENTS
PRAIRIE HILLS COUNTY HOME DEMOLITION
1600 COUNTY HOME ROAD
SERGEANT BLUFF, IA 51054

THIS CONTRACT, made and entered into at _____ this _____ day of _____, by and between Woodbury County (COUNTY), and _____, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising of demolition as specified in the contract documents, which are officially on file with the Woodbury County Building Services Office located at 401 8th Street, Sioux City, Iowa 51101. This contract includes all such contract documents. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by COUNTY.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

PROJECT DESCRIPTION: The work includes demolition of the former County Home building and additions located at 1600 County Home Road, Sergeant Bluff, Iowa 51504. The property includes a 3-story building with a base area of 9,220 square feet (sf); a 12,472-sf base area addition, a 1,600-sf base area addition, a 640-sf base area addition, and two 40-sf base area additions. All buildings, with the exception of the 12,472-sf base area addition (1975), were constructed in 1921. The 9,200-sf building and 1,600-sf addition each have a gable roof covered by shingles. All other structures have a built-up, flat roof. All structures are brick. Demolition includes removal of foundation footings, basement slabs, and any tunnels or crawl spaces. The work includes removal and disposal of Asbestos Containing Materials (ACMs), hazardous and non-hazardous materials, designated structures, and one underground storage tank on the property. Specifications for asbestos removal includes both friable and non-friable ACMs. All ACMs removed from the Property must be disposed of at a permitted facility that accepts asbestos. All materials removed from the property shall be done in accordance with local, state, and federal regulations. The work also includes backfilling of all existing tunnels, basements, etc... associated with the demolition and rough site grading.

The Contractor agrees to perform said work for and in consideration of COUNTY'S payment of the bid amount of _____ dollars (\$ _____).

Work on the improvement shall commence upon approval of the contract by COUNTY, and as stated in the Notice to Proceed. The contractor shall complete the project by November 8, 2022.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

COUNTY

CONTRACTOR:

By _____
Keith Radig, Woodbury County Board
of Supervisors, Chairman

(Seal)
ATTEST:

By _____
Contractor's Contact Name
Contractor's Title

Patrick Gill, Woodbury County Auditor

Street Address

City, State, Zip Code

Telephone

NOTICE TO PROCEED

Jurisdiction: Woodbury County, Iowa

Contractor:

Effective Date of
Contract:

Engineer:

Project: Prairie Hills Center Demolition

TO CONTRACTOR:

Jurisdiction hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20_____.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Contract, the number of calendar days to achieve Substantial Completion and readiness for final payment is 90.

Before starting any work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Jurisdiction: Woodbury County, Iowa

Authorized Signature

By: Keith Radig

Title: Woodbury County Board of Supervisors, Chairman

Date Issued:

Copy: Woodbury County Building Services Office

**BOND FORMS FOR
PRAIRIE HILLS COUNTY HOME DEMOLITION
1600 COUNTY HOME ROAD
SERGENT BLUFF, IA 51054**

KNOW ALL BY THESE PRESENTS:

That we, _____ as Principal, and _____, as Surety, are held and firmly bound unto Woodbury County, Iowa, as Obligee (hereinafter referred to as the "Jurisdiction"), in the penal sum of _____ dollars (\$ _____), or _____ % of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

The work includes demolition of the former County Home building and additions located at 1600 County Home Road, Sergeant Bluff, Iowa 51504. The property includes a 3-story building with a base area of 9,220 square feet (sf); a 12,472-sf base area addition, a 1,600-sf base area addition, a 640-sf base area addition, and two 40-sf base area additions. All buildings, with the exception of the 12,472-sf base area addition (1975), were constructed in 1921. The 9,200-sf building and 1,600-sf addition each have a gable roof covered by shingles. All other structures have a built-up, flat roof. All structures are brick. Demolition includes removal of foundation footings, basement slabs, and any tunnels or crawl spaces. The work includes removal and disposal of Asbestos Containing Materials (ACMs), hazardous and non-hazardous materials, designated structures, and one underground storage tank on the property. Specifications for asbestos removal includes both friable and non-friable ACMs. All ACMs removed from the Property must be disposed of at a permitted facility that accepts asbestos. All materials removed from the property shall be done in accordance with local, state, and federal regulations. The work also includes backfilling of all existing tunnels, basements, etc... associated with the demolition and rough site grading.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Woodbury County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction,

by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with the Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____ 20_____.

Surety:

PRINCIPAL:

Surety Company

Bidder

By: _____
Signature Attorney-in-Fact/Officer

By: _____
Signature

Printed Name of Attorney-in-Fact/Officer

Printed Name

Company Name

Title

Company Address

Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

NOTE:

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.

The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND FOR
PRAIRIE HILLS COUNTY HOME DEMOLITION
1600 COUNTY HOME ROAD
SERGENT BLUFF, IA 51054**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal"), and _____, as Surety, are held and firmly bound unto Woodbury County, Iowa, as Obligee (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____

dollars (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction bearing date the _____ day of _____, 20____ (hereinafter the "Contract"), wherein said Contractor undertakes and agrees to construct the following described improvements:

The work includes demolition of the former County Home building and additions located at 1600 County Home Road, Sergeant Bluff, Iowa 51504. The property includes a 3-story building with a base area of 9,220 square feet (sf); a 12,472-sf base area addition, a 1,600-sf base area addition, a 640-sf base area addition, and two 40-sf base area additions. All buildings, with the exception of the 12,472-sf base area addition (1975), were constructed in 1921. The 9,200-sf building and 1,600-sf addition each have a gable roof covered by shingles. All other structures have a built-up, flat roof. All structures are brick. Demolition includes removal of foundation footings, basement slabs, and any tunnels or crawl spaces. The work includes removal and disposal of Asbestos Containing Materials (ACMs), hazardous and non-hazardous materials, designated structures, and one underground storage tank on the property. Specifications for asbestos removal includes both friable and non-friable ACMs. All ACMs removed from the Property must be disposed of at a permitted facility that accepts asbestos. All materials removed from the property shall be done in accordance with local, state, and federal regulations. The work also includes backfilling of all existing tunnels, basements, etc... associated with the demolition and rough site grading.

The Contractor agrees to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - a. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - b. To keep all work in continuous good repair; and
 - c. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - a. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - b. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - c. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

- d. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- e. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Woodbury County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 20_____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

City, State, Zip Code

Attorney for Jurisdiction

Company Telephone Number

NOTE:

4. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
5. This Bond must be sealed with the Surety's raised, embossing seal.
6. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.

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SECTION 00 73 19
HEALTH AND SAFETY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Health and Safety requirements.

1.02 MEASUREMENT AND PAYMENT

- A. Work specified in this section is included in the lump sum contract price.

1.03 DESCRIPTION

- A. Contractor is responsible for implementation and enforcement of safe work practices including, but not limited to, personnel exposure to refuse, hazardous materials; use of trenching, sheeting, and shoring; scaffolding; materials handling; operation of equipment; and safety of public during progress of work.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements:
1. Contractor shall plan for and ensure personnel comply with basic provisions of OSHA Safety and Health Standards (29 CFR 1910), and General Construction Standards (29 CFR 1926) as appropriate.
 2. Comply with applicable laws and regulations of any public body having jurisdiction for safety of persons or property.

1.05 OPERATIONS AND EQUIPMENT SAFETY

- A. Contractor is responsible for initiating, maintaining, and supervising safety precautions and programs in connection with work. Contractor shall take necessary precautions for safety of employees on Project site and other persons and organizations who may be affected by Project.
- B. Contractor's duties and responsibilities for safety in connection with work shall continue until such time as work is complete as applicable under the Contract.

1.06 HEALTH AND SAFETY

- A. Contractor is responsible for implementation and enforcement of health and safety requirements, as well as compliance with all applicable state and federal laws, and will take necessary precautions and provide protection for following.
1. Personnel working on or visiting Project site, irrespective of employer.
 2. Work and materials or equipment to be incorporated in work area on- or off-site.
 3. Other property at or adjacent to Project site.
 4. Public exposed to job related operations or potential release of toxic or hazardous materials.
- B. Contractor shall prepare site-specific health and safety plan (HASP) following the

requirements of 29-CFR 1910.120, and 29-CFR 1910.146. Such plan shall include appropriate measures for confined space entry as project conditions warrant. If Contractor does not have capability to prepare HASP, Contractor shall employ consultants with appropriate capabilities. Contractor is solely responsible for adequacy of HASP's preparation, monitoring, management, and enforcement. At minimum, Contractor's HASP shall address following.

1. Site description and history.
2. Project activities, including coordination with other Contractors.
3. Hazard evaluation.
4. On-site safety responsibilities.
5. Work zones.
6. Personnel training.
7. Medical monitoring.
8. Atmospheric monitoring.
9. Personal protection, clothing, and equipment.
10. Decontamination procedures.
11. Emergency procedures.

1.07 CONSULTANT'S RESPONSIBILITIES

- A. When Consultant is required to be present on Project site to perform consulting services, Consultant will comply with Contractor's safety plans, programs, and procedures.
- B. If Consultant determines Contractor's safety plans, programs, and procedures do not provide adequate protection for Consultant, Consultant may direct its employees to leave Project site or implement additional safeguards for Consultant's employees. If taken, these actions will be in furtherance of Consultant's responsibility to its own employees only, and Consultant will not assume responsibility for protection of any other persons affected by work.
- C. If Consultant observes situations which appear to have potential for immediate and serious injury to persons, Consultant may warn persons who appear to be affected by such situations and shall advise Contractor and COUNTY of its actions. Such warnings, if issued, shall be given based on general humanitarian concerns, and Consultant will not, by issuance of any such warning, assume responsibility to issue future warnings or any general responsibility for protection of persons affected by work.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01 00 00
GENERAL REQUIREMENTS

PRAIRIE HILLS COUNTY HOME DEMOLITION
1600 COUNTY HOME ROAD
SERGEANT BLUFF, IA 51054

1. DEFINITION AND INTENT
2. GENERAL PROVISIONS AND COVENANTS
3. WORK REQUIRED
4. SALVAGE OF MATERIALS AND EQUIPMENT
5. PLANS AND SPECIFICATIONS
6. CONSTRUCTION FACILITIES
7. SUBMITTALS
8. STANDARDS AND CODES
9. DEFINITIONS
10. RIGHT-OF-WAYS
11. EMPLOYMENT PRACTICES
12. WORK HOURS
13. DUST ABATEMENT
14. QUANTITIES
15. MAINTENANCE BOND AND WARRANTY PERIODS (if required)
16. MEASUREMENT AND PAYMENT
17. INSURANCE REQUIREMENTS
18. INCIDENTAL CONTRACT ITEMS
19. EXISTING UTILITIES
20. PROJECT SUPERVISION
21. COORDINATION WITH OTHERS
22. CONSTRUCTION LIMITS
23. CONSTRUCTION SCHEDULE
24. DISPOSAL
25. TEMPORARY FENCES
26. RESPONSIBILITY OF CONTRACTOR

1. DEFINITION AND INTENT

- A. The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:
 - 1. Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
 - 2. “COUNTY”, and shall mean Woodbury County (COUNTY), or contracting agent.
 - 3. “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
 - 4. “Consultant” shall mean COUNTY or designated agent.
 - 5. The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
 - 6. “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
 - 7. “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.
- B. Consultant: Impact7G, Inc., 8951 Windsor Parkway, Johnston, IA 50131, (515) 473-6256, fax (515) 528-8005.

2. GENERAL PROVISIONS AND COVENANTS

- A. Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- B. Cooperate with the COUNTY to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- C. The Contractor is expected to provide adequate personnel and equipment to perform work within specified time of construction.
- D. Install and maintain a six-foot temporary chain-link safety fence around the demolition site and maintain it for the duration of the demolition work and until the site has been backfilled.

3. WORK REQUIRED

- A. Work under this contract includes all materials, equipment, transportation, labor, disposal and associated work for the asbestos abatement project.
- B. This project consists of one contract for all Work described.

4. SALVAGE OF MATERIALS AND EQUIPMENT

- A. The Owner retains first right of refusal for retaining any existing materials removed by the construction.
- B. The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.

- C. Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.
5. PLANS AND SPECIFICATIONS
- A. Upon request, the Consultant will furnish 5 sets of the Project Manual to the Contractor after award of the contract.
6. CONSTRUCTION FACILITIES
- A. Provide telephone numbers where Contractor's representative can be reached during workdays and on nights and weekends in event of emergency.
 - B. Provide and maintain suitable sanitary facilities for construction personnel for duration of Work; remove upon completion of Work.
 - C. Do not store construction equipment, employee's vehicles, or materials on streets open to traffic. Location for storage of equipment by Contractors is subject to approval of COUNTY.
 - D. The contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
 - E. The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the COUNTY.
7. SUBMITTALS
- A. Provide construction schedule showing dates of starting and completing various portions of Work.
 - B. Include all other submittals:
 - 1. Copy of 10-day notification
 - 2. Waste Manifests (no later than one (1) week after completion date)
 - 3. Certificate of Insurance
 - 4. Payment and Performance Bond
8. STANDARDS AND CODES
- A. Construct improvements with best present-day construction practices and equipment.
 - B. Conform with and test in accordance with applicable sections of the following standards and codes.
 - 1. Title 29 Code of Federal Regulations Section 1910.1001, General Industry Standard for Asbestos.
 - 2. Title 29 Code of Federal Regulations Section 1926.1101, Construction Industry Standard for Asbestos.
 - 3. Title 29 Code of Federal Regulations Section 1910.134, General Industry Standard for Respiratory Protection.
 - 4. Title 29 Code of Federal Regulations Section 1910.2, Access to Employee Exposure and Medical Records.
 - 5. Title 29 Code of Federal Regulations Section 1910.1200, Hazard Communication Rule.

6. Title 40 Code of Federal Regulations Part 61 Subpart A and Subpart M (revised Subpart B), National Emissions Standard for Hazardous Air Pollutants.
 7. Iowa Administrative Code Section 875 Chapter 155, Asbestos Removal & Encapsulation.
 8. Title 49 Code of Federal Regulations Part 171 - 180, Department of Transportation, Transportation of Hazardous Waste.
- C. The following standards, regulations, codes and other applicable documents are additional requirements of asbestos abatement projects.
1. E.P.A. Guidance Document: Asbestos Waste Management Guidance (Blue Book).
- D. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be utilized.
9. DEFINITIONS

ABATEMENT: Procedures to control fiber release from asbestos containing materials. Includes removal, encapsulation, enclosure, and repair.

ACBM: Asbestos Containing Building Material.

ACM: Asbestos Containing Material

ACCREDITED: Refers to a person or laboratory means that such person or laboratory is accredited in accordance with section 206 of Title II of the Toxic Substance Control Act.

ADDENDA: are written or graphic instruments issued by the COUNTY prior to the execution of the Contract which modify or interpret the Bidding Documents by addition, deletions, clarifications or corrections.

ACGIH: American Conference of Governmental Industrial Hygienists, 6500 Glenway Avenue, Building D-5, Cincinnati, OH 45211.

AGGRESSIVE METHOD: Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact ACM.

AHERA: Asbestos Hazard Emergency Response Act.

AIHA: American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, OH 44311.

AIR LOCK: A system for permitting passage with minimal air movement between a contaminated and an uncontaminated area.

ALTERNATE BID: (or alternate) is an amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the alternate bid.

AMENDED WATER: Water to which a surfactant has been added.

ANSI: American National Standards Institute, 1430 Broadway, New York, NY 10018.

ASBESTOS CONTAINING WASTE MATERIAL: Asbestos containing material or

asbestos contaminated objects requiring disposal.

ASTM: American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.

AUTHORIZED VISITOR: The COUNTY (and any designated representatives) and any representatives of a regulatory or other agency having jurisdiction over the project.

BASE BID: is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base bid.

BID: is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

BIDDER: A person or entity who submits a bid.

BIDDING DOCUMENTS: Include the Instructions to Bidders, the bid form, other sample bidding and contract forms, and the proposed Contract Documents including Addenda issued prior to receipt of bids.

BRAND METHOD: A differential pressure containment system that does not infringe on the patent rights of GPAC, Inc's Reduced Pressurization and Filtration System.

BUILDING OWNER: COUNTY, or an authorized representative

CEILING CONCENTRATION: The concentration of an airborne substance that shall not be exceeded.

CLASS I ASBESTOS WORK: Activities involving the removal of TSI and Surfacing ACM and PACM.

CLASS II ASBESTOS WORK: Activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

CLASS III ASBESTOS WORK: Repair and maintenance operations, where ACM, including TSI and surfacing material is likely to be disturbed.

CLASS IV ASBESTOS WORK: Maintenance and custodial activities during which employees contact ACM and PACM, and activities to clean up waste and debris containing ACM and PACM.

CLEAN ROOM: An uncontaminated area which is a part of the worker decontamination containment system with provisions for storage of workers' street clothes and clean protective equipment.

COMPETENT PERSON: One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them. In addition, for Class I and Class II work who is specially trained in a training course which meet the criteria of EPA's Model Accreditation Plan for project designer or supervisor, or its

equivalent and, for Class III and Class IV work, who is trained in an Operations & Maintenance (O&M) course developed by EPA.

CONSULTANT: Impact7G, Inc., 8951 Windsor Parkway, Johnston, Iowa 50131.

CONTRACTOR: The individual and/or business with the COUNTY arranges to perform the asbestos abatement and demolition.

CURTAINED DOORWAY: A device to allow passage from one room to another while permitting minimal air movement between the rooms, by placing two overlapping sheets of plastic in doorway with both secured at top and opposite vertical edges. This doorway is to be used only by GPAC, Inc. approved licensees.

DECONTAMINATION CONTAINMENT SYSTEM: A series of connected rooms separated from the Work area and from each other by airlocks, for the decontamination of workers and equipment.

DEMOLITION: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

DISTURBANCE: Contact which releases fibers from ACM or PACM or debris containing ACM or PACM. This term includes activities that disrupt the matrix of ACM or PACM, render ACM or PACM friable, or generate visible debris. Disturbance includes cutting away small amounts of ACM or PACM, no greater than the amount which can be contained in one standard sized glove bag or waste bag in order to access a building component. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained on one glove bag or waste bag which shall not exceed 60 inches in length and width.

ENCAPSULANT: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

BRIDGING ENCAPSULANT: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.

PENETRATING ENCAPSULANT: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.

ENCLOSURE: An airtight, impermeable barrier made of enclosure material to control release of asbestos fibers from contaminated building surfaces.

ENCLOSURE MATERIAL: Polyethylene sheeting or spray applied water-based strippable coating.

EQUIPMENT ROOM: A contaminated area which is part of the worker decontamination containment system with provisions for storage of contaminated clothing and equipment.

EPA: U.S. Environmental Protection Agency, 401 M Street S.W., Washington, D.C. 20460.

FRIABLE ASBESTOS: Asbestos containing material which can be crumbled to dust (when dry) under hand pressure.

HVAC: Heating, ventilation and air conditioning system.

HEPA FILTER: A High Efficiency Particulate Air filter capable of removing particles .3 microns in diameter with 99.97% efficiency.

HEPA VACUUM: A vacuum system equipped with HEPA filtration.

HOMOGENEOUS AREA: An area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

LEAD-BASED PAINT: Any paint or surface coating that contains lead equal to or exceeding one milligram per square centimeter (1.0 mg/cm²) or 0.5% by weight.

NEGATIVE EXPOSURE ASSESSMENT: A demonstration by the employer, that the employee exposure during an operation is expected to be consistently below the PEL's.

NESHAP: The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

NIOSH: The National Institute for Occupational Safety and Health, CDC-NIOSH, Building J. N.E. Room 3007, Atlanta, GA 30033.

NIST: National Institute of Standards and Technology.

NPE: Negative Pressure Enclosure

OSHA: The Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, D.C. 20210.

OWNER'S REPRESENTATIVE: Impact7G, Inc., 8951 Windsor Parkway, Johnston, IA 50131.

PACM: Presumed asbestos containing material.

PAT PROGRAM: Proficiency Analytical Testing Program.

PEL: Permissible Exposure Limit, for asbestos currently 0.1 f/cc for an 8-hour TWA.

PROTECTION FACTOR: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

REMOVAL: The stripping of any asbestos containing material from surfaces or components of a facility.

REPAIR: Overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM or PACM attached to structures or substrates.

SHOWER ROOM: A room between the clean room and the equipment room in the worker decontamination containment with hot and cold or warm running water controllable at the top and suitably arranged for complete showering during decontamination.

STAGING AREA: Either the holding area or some area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the Work area.

STRIP: To take off friable asbestos materials from any part of the facility.

SURFACTANT: A chemical wetting agent added to water to improve penetration.

TEM: Transmission electron microscope.

TIME WEIGHTED AVERAGE (TWA): The average concentration of a contaminant in air during a specific time period.

TSI: Thermal System Insulation.

UNIT PRICE: is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

VISIBLE EMISSIONS: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed, uncombined water vapor.

WASTE GENERATOR: The individual and/or business who performs the asbestos abatement.

WASTE TRANSFER AIRLOCK: A decontamination system utilized for transferring containerized waste from inside to outside of the Work area.

WET CLEANING: The process of eliminating asbestos contamination from building surfaces and objects by using cloth, mops, or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

WORK AREA: Designated rooms, spaces, or areas of project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained Work area is a Work area which has been sealed, plasticized, and equipped with a decontamination containment system. A non-contained Work area is an isolated or controlled-access Work area which has not been plasticized nor equipped with a decontamination containment system.

10. RIGHT-OF-WAYS

- A. None of the Work on this project will be within County Right-of-Way or Easements, though the work will be completed on County-owned property.

11. EMPLOYMENT PRACTICES

- A. Neither the Contractor nor the Contractor's Subcontractors shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of anyone employed on the Project.
- B. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
 - 1. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or

disability unless such disability is related to job performance of such person or employee.

2. To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, creed, religion, national origin, sexual orientation, gender identify, age, or disability unless such disability is related to job performance of such person or employee.

12. WORK HOURS

- A. There are no limits to the Contractor's Work hours.

13. DUST ABATEMENT

- A. The Contractor shall make all reasonable efforts to control dust and assure dust does not become a problem. Anytime ACM debris is disturbed, Contractor is required, at a minimum, to mist the area to minimize airborne fibers and ensure no visible emissions. The Consultant reserves the right to stop Contractor's operations whenever dust becomes a problem on the project and direct the Contractor to submit a revised operations plan to solve the dust problem.

14. QUANTITIES

- A. The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The COUNTY reserves the right to increase or decrease these quantities as designated in the Contract, and the Contractor will be paid for only as much Work as the Contractor is required to do by the COUNTY at the unit prices stated in the Proposal.

15. MAINTENANCE BOND AND WARRANTY PERIODS (IF REQUIRED)

- A. The requirements of the Payment, Performance and Maintenance Bond warranty period are modified as follows:
 1. To remedy any and all defects that may develop in or result from Work to be performed under the Contract within two years from the date of acceptance of the Work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

16. MEASUREMENT AND PAYMENT

- A. Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of Work as specified. No separate payment will be made for Work included in this project except as set forth in the bid item reference notes. Refer to the C sheets for bid items reference notes. All other items of Work are incidental to construction. All additional Work must be in writing as a detailed change order signed by the COUNTY.

17. INSURANCE REQUIREMENTS

- A. The Contractor shall purchase and maintain insurance to protect the Contractor and the Jurisdiction against all hazards herein enumerated throughout the duration of the contract. Said insurance shall be provided by an insurance company or companies, "admitted" or "non-admitted" to do business in the State of Iowa, having an A.M. Best rating of no less than "B+."

- B. Except for workers compensation insurance, the Contractor shall purchase and maintain such insurance as will protect the Contractor and the Jurisdiction as set forth below, which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them. In addition, the Contractor shall purchase and maintain workers compensation insurance to cover its employees.

The limits shall be not less than the following amounts or greater where required by Laws and Regulations:

Commercial General Liability	
General Aggregate Limit	\$500,000
Products – Completed Aggregate	\$500,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Workers Compensation	
Bodily Injury by Accident	\$1,000,000 (each accident)
Bodily Injury by Disease	\$1,000,000 (each accident)
Bodily Injury by Disease	\$1,000,000 (policy limit)
Automobile Liability	
Bodily Injury	\$300,000 (each person)
Bodily Injury	\$300,000 (each accident)
Property Damage	\$300,000 (each accident)
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

18. INCIDENTAL CONTRACT ITEMS

- A. The following list includes, but is not limited to, major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.
- Capping any utilities
 - Connections to existing storm sewer structures and pipes unless specified for separate payment
 - Construction and removal of temporary access roads
 - Construction fencing
 - Construction staging & phasing
 - Coordination and cooperation with affected property owners
 - Coordination and cooperation with the COUNTY
 - Coordination and cooperation with other Contractors
 - Coordination and cooperation with other projects in the area
 - Coordination and cooperation with utility companies
 - Dewatering and handling storm water flow during construction
 - Dust control measures
 - Excavation, verification and protection of existing utilities
 - Field and wood fence removal

- Maintenance and watering for seeding and sodding
- Maintenance of erosion control measures
- Monitoring weather conditions
- Protection of existing hydrant(s) and valve(s)
- Protection of existing trees and plantings not shown as removals
- Protection of existing utilities and light poles
- Protection of historical and existing building elements to be left in place or removed under a separate contract.
- Removing and reinstalling existing signs
- Removal means and methods of hazardous materials (including slow unmanned elevator operations)
- Reseeding
- Site cleanup/restoration
- Temporary safety closures
- Temporary street closure

19. EXISTING UTILITIES

- A. Any location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and the COUNTY.
- B. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for exposing utilities in order to confirm their locations ahead of the Work.
- C. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- D. The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- E. Contractor will contact and work with utility companies to relocate utility infrastructure in direct conflict with line and grade of the work during construction. Support and protect all utilities that are not moved.
- F. Utility services are not generally shown on plans; protect and maintain services during construction. Notify COUNTY and Consultant 48 hours prior to any planned utility service interruptions.
- G. COUNTY must be notified 48-hours prior to any disruption of electrical utilities.
- H. If utility Work does occur during the construction period, Work schedules from the contractor and from the utility companies will be submitted to the Consultant for coordination to obtain mutual acceptable schedules, if possible.
- I. No claims for additional compensation or time extension will be allowed to the Contractor for interference or delay caused by utility companies.
- J. Actual locations of capped/stopped utilities must be surveyed and documented on Record Drawings/As-Builts.

20. PROJECT SUPERVISION

- A. The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding by a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The

superintendent or representative must be duly authorized to receive and execute instructions, notices and written orders from the COUNTY.

- B. Issues that arise during construction relating to traffic control and construction staging, etc. are the responsibility of the Contractor.
- C. Bi-weekly progress meetings, if specified at the preconstruction meeting, with the Contractor and Consultant will be held at the project site to review the updated project schedule and progress, coordinate activities, resolve conflicts and coordinate the construction Work. The day and time for this meeting will be set at the preconstruction meeting.

21. COORDINATION WITH OTHERS

- A. Cooperate and coordinate construction with Construction Manager, Consultant, utility companies, affected property Jurisdictions and other contractors working in vicinity of this project.
- B. It is the Contractor's responsibility to schedule and coordinate Work to minimize construction delays and conflicts.
- C. Coordinate with property owners prior to beginning Work that will affect their parcel.

22. CONSTRUCTION LIMITS

- A. Confine the construction operations within the construction limits shown on the plans.
- B. Do not store equipment, vehicles or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- C. Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the COUNTY. Contractor shall protect trees, fences, and landscaping within the construction limits not marked as remove.
- D. Contractor shall park all vehicle, trailers and storage containers in designated areas only during the project.

23. CONSTRUCTION SCHEDULE

- A. The Contractor will prepare and submit to the Consultant for approval a project schedule that will assure the completion of the project within the time specified.
- B. Adequate equipment and forces shall be made available by the Contractor to start Work immediately upon receipt of the Notice to Proceed
- C. Submit construction schedule at the preconstruction meeting and periodically update it as requested by the Consultant.
- D. The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- E. Notify the COUNTY and property owners at least 48 hours prior to any street closures.
 - 1. Notify all property owners, residential and business, affected by the street closures by written notice placed on the front door. Include the following items in the notice:
 - a. The street name, location and proposed date of street closure
 - b. The estimated schedule for completion of Work
 - c. The estimated date for reopening of the street

- d. Procedure for garbage collection, recycling and postal service

24. DISPOSAL

- A. Dispose of materials in accordance with applicable laws and ordinances.
 - 1. Burning of brush and other debris is permitted on-site but must comply with local codes and fire preventions.
 - 2. Dispose of broken concrete, asphalt, granular material, rubble, excess or unsuitable excavated material. Contractor is responsible for selecting disposal site.
 - 3. Cooperate with all applicable county, state and federal agencies concerning disposal of materials.
 - 4. The COUNTY has the first right to any excess materials from construction.

25. TEMPORARY FENCES

- A. Contractor to provide temporary fences and barriers as required by OSHA.

26. RESPONSIBILITY OF CONTRACTOR

- A. Supervision of the Work.
- B. Protection of all property from injury or loss resulting from construction operations.
- C. Replace or repair objects sustaining any such damage, injury or loss to satisfaction of COUNTY or Consultant.
- D. Cooperate with COUNTY, Consultant, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations. Contractor shall field verify all utility locations.
- E. Keep cleanup current with construction operations.
- F. Comply with all federal, State of Iowa, and the Woodbury County, Iowa laws and ordinances.

END OF SECTION

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT DESCRIPTION

- A. Project: Prairie Hills County Home Demolition
1600 County Home Road
Sergeant Bluff, IA 51054
- B. COUNTY: Woodbury County
Address: 401 8th Street
Contact: Kenny Schmitz
Phone: 712-279-6539
Email: kschmitz@woodburycountyiowa.gov
- Consultant: Impact7G, Inc.
Contact: Jon Reis
Address: 8951 Windsor Parkway, Johnston, IA 50131
Phone: 515-473-6256
Email: jreis@impact7g.com
- C. The Work includes demolition of the former County Home building and additions located at 1600 County Home Road, Sergeant Bluff, Iowa 51504. The property includes a 3-story building with a base area of 9,220 square feet (sf); a 12,472-sf base area addition, a 1,600-sf base area addition, a 640-sf base area addition, and two 40-sf base area additions. All buildings, with the exception of the 12,472-sf base area addition (1975), were constructed in 1921. The 9,200-sf building and 1,600-sf addition each have a gable roof covered by shingles. All other structures have a built-up, flat roof. All structures are brick. Demolition includes removal of foundation footings, basement slabs, and any tunnels or crawl spaces. The work includes removal and disposal of Asbestos Containing Materials (ACMs), hazardous and non-hazardous materials, designated structures, and one underground storage tank on the property. Specifications for asbestos removal includes both friable and non-friable ACMs. All ACMs removed from the Property must be disposed of at a permitted facility that accepts asbestos. All materials removed from the property shall be done in accordance with local, state, and federal regulations. The work also includes backfilling of all existing tunnels, basements, etc... associated with the demolition and rough site grading.

1.02 CONTRACTS

- A. Perform Work under a lump sum cost contract with the COUNTY. Contractor may subcontract a portion or portions of Work as provided in these specifications to fulfill the terms of the Contract. Under no circumstances does the subcontracted Work relieve the Contractor from fulfilling the terms of the Contract.

1.03 COMMENCEMENT OF THE WORK

- A. The Contractor shall not commence Work nor allow Subcontractors or Sub-subcontractors to commence Work until:
1. The Agreement has been fully executed.

2. The COUNTY has approved the Contractor's Performance and Maintenance and Payment Bonds, if required.
3. The COUNTY has approved evidence of the Contractor's Liability Insurance and other insurance required to be purchased by the Contractor. A complete description of the policy is required in addition to the COUNTY being listed as an additional insured. COUNTY'S Hold Harmless Agreement must be executed prior to contract execution.
4. The COUNTY has issued a Notice to Proceed.
5. The COUNTY has the right to postpone demolition or delay the construction schedule as it relates to the demolition.

1.04 COMPLETION TIME

- A. Work under the proposed Contract Documents shall commence immediately after receipt of the Notice to Proceed and shall be completed and ready for use or operation, subject to any extension of time which may be granted by the COUNTY, as defined in the Contract as completed by November 8, 2022 (105 days after notice to proceed).

1.05 OWNER OCCUPANCY

- A. The COUNTY shall have the right to take possession of and use any completed or partially completed portions of the building upon completion of air testing.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by COUNTY'S right to perform Work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits: Confine constructions operations to within parcel as detailed on plans.
 2. Driveways and Entrances: Keep driveways, access easements, and entrances serving premises clear and available at all times. Do not use these areas for parking or storage of materials.

1.07 WORKING HOURS

- A. The Contractor's hours of operations are as indicated in the Special Provisions.
- B. The Contractor is responsible for all additional expenses due to additional Work hours outside of standard Work hours. This includes, but is not limited to: COUNTY'S Consultant, Testing Laboratory personnel, etc. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by COUNTY on account of such overtime Work.
- C. Contractor shall secure the site when not working or working after standard working hours.

1.08 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by adjacent owners, tenants, or others unless permitted under the following conditions and

then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify COUNTY not less than 48-hours in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without COUNTY'S written permission.

B. Haul Routes:

1. Notify COUNTY of all haul routes to disposal sites.
2. In accordance with Section 02 81 00 – Transportation and Disposal of Hazardous Materials.

1.09 WORK SEQUENCE

- A. Coordinate construction schedule and operations with COUNTY.

1.10 PERMITS, FEES AND NOTICES

- A. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which were legally required at the time bids were received.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Materials Survey.
 - 2. Meetings.
 - 3. Submittals.

1.02 MEASUREMENT AND PAYMENT

- A. Work specified in this section is included in the lump sum contract price.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

6.01 MATERIALS SURVEY

- A. Project is based on known items and quantities as of the time and date of this project manual. The Contractor is to verify all quantities identified within the Project Manual. Costs for additional survey services shall be the responsibility of the Contractor.

6.02 PRECONSTRUCTION MEETING

- A. Consultant will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. COUNTY.
 - 2. Consultant.
 - 3. Contractor.
 - 4. Contractor's Superintendent.
 - 5. Major Subcontractors.
- C. Agenda:
 - 1. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 2. Designation of personnel representing the parties in Contract and the Consultant.
 - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 4. Use of premises by COUNTY and Contractor.

5. COUNTY'S requirements.
 6. Facilities and controls provided by COUNTY.
 7. Temporary utilities provided by COUNTY/Contractor.
 8. Security and housekeeping procedures.
 9. Scheduling.
 10. Procedures for maintaining record documents.
- D. Consultant shall record minutes and distribute copies within seven days after meeting to participants, with copies to COUNTY, participants, and those affected by decisions made.

6.03 PROGRESS MEETINGS

- A. Contractor to schedule and administer meetings throughout progress of the Work on a bi-weekly interval.
- B. Contractor to make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within seven days to Consultant, COUNTY, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, COUNTY, Consultant, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Address public concerns and complaints.
 3. Review of Work progress.
 4. Field observations, problems, and decisions.
 5. Identification of problems which impede planned progress.
 6. Review of submittals schedule and status of submittals.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding Work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and Work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.
 14. Schedule next meeting.
- E. Contractor shall record minutes and distribute copies within seven days after meeting to participants, with copies to Consultant, COUNTY, participants, and those affected by decisions made.

6.04 SUBMITTALS

- A. Required submittals are specified in individual sections.

6.05 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:

1. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Consultant.

B. Documents for Information: Submit two copies.

6.06 SUBMITTAL PROCEDURES

A. Transmit each submittal with Contractor's standard submittal form, if provided.

B. Schedule submittals to expedite the Project and deliver. Coordinate submission of related items.

6.07 RE-SUBMITTALS

- A. Re-submittals will be handled in the same manner as first submittals. On re-submittals, direct specific attention, in writing on the transmittal letter and on re-submitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Consultant, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the Contractor. Make corrections to any Work done because of this type revision that is not in accordance to the Contract Documents as may be required by the Consultant.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Temporary construction facilities for Consultant and Contractor including telephone, water, sanitary, security, temporary fencing, parking and field office.
2. Requirements to minimize pollution of air, water, or land, control of noise, and the disposal of solid waste materials.
 - a. Solid waste disposal.
 - b. Control of chemical waste.
 - c. Control of dust.
 - d. Control of noise.
 - e. Protection of roadways.

1.02 MEASUREMENT AND PAYMENT

- A. Work specified in this section is included in the lump sum contract price.

1.03 QUALITY ASSURANCE

- A. Items provided under this section shall be listed and labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).
1. Term "NRTL" shall be as defined in OSHA Regulation 1910.7.
 2. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.
- B. Comply with federal, state, and local codes and regulations, and with utility company requirements.

1.04 SUBMITTALS

- A. Submit in accordance with Section 01 30 00 – Administrative Requirements.

PART 2 PRODUCTS

2.01 TEMPORARY UTILITIES

- A. COUNTY shall provide and pay for all electrical power and lighting required for construction purposes if able to be reconnected at the project site unless otherwise notified by Consultant.

2.02 TEMPORARY TELEPHONE SERVICE

- A. A cellular phone shall be acceptable as temporary phone service. Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

2.03 TEMPORARY WATER SERVICE

- A. Contractor shall provide and pay for water service and all water used unless otherwise notified by Consultant.

2.04 TEMPORARY SANITARY FACILITIES

- A. Contractor to provide and maintain temporary toilet facilities and enclosures for Contractor's workers, Consultant's personnel, COUNTY'S personnel and testing firm personnel working at project site. Provide at time of project mobilization and maintain until project completion.
- B. Portable toilets with hand sanitizer shall be acceptable. Comply with all applicable codes and regulations. Arrange for regular cleaning and/or replacement of portable toilets.
- C. Maintain daily in clean and sanitary condition.

2.05 TEMPORARY FENCE AND GATES

- A. Provide temporary fencing as required by OSHA or as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Materials shall be sufficiently durable to be effective for duration of construction period.

2.06 FIELD OFFICES AND BUILDINGS

- A. Contractor is not required to have a temporary field office on-site.

PART 3 EXECUTION

3.01 GENERAL

- A. Employ and utilize environmental protection methods, obtain all necessary permits, and fully observe all local, state, and federal regulations. Contractor shall be responsible for any and all fines imposed by any regulatory agency due to the Contractors activities.

3.02 WATER CONTROL

- A. Conform to the regulations and requirements of legally authorized surface water management agencies.
- B. Protect site from puddling or running water. Provide water barriers as required to protect property from water damage.
- C. Water utilized for asbestos removal must be containerized and properly disposed of at a permitted facility unless field filtered in accordance with local, state and federal regulations.

3.03 SOLID WASTE DISPOSAL

- A. Contractor Generated:
 - 1. Collect solid waste on a daily basis.
 - 2. Dispose of non-hazardous waste generated on-site at an approved facility.
 - 3. Solid waste generated off-site shall not be brought onto or accepted at the site as part of this Contract.

4. Refer to individual specification sections for disposal requirements for other solid waste, debris, and ACM.

3.04 CONTROL OF DUST

- A. The control of dust shall mean that no construction activity shall take place without applying all such reasonable measures as may be required to prevent particulate matter from becoming airborne so that it remains visible beyond the limits of construction.
- B. Utilize methods and practices of construction to eliminate dust in full observance of agency regulations.
- C. The Consultant will determine the effectiveness of the dust control program and may request the Contractor to provide additional measures, at no additional cost to COUNTY.

3.05 PROTECTION OF AIR QUALITY

- A. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment and encourage shutdown of motorized equipment not in use.
- B. Burning of brush and other debris is permitted on-site but must comply with local codes and fire preventions.

3.06 CONTROL OF NOISE

- A. There are no existing COUNTY noise ordinances limiting equipment operation between certain hours.
- B. Conduct operations to cause least annoyance to residents in vicinity of Work and comply with applicable local ordinances.
- C. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- D. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
- E. Route vehicles carrying soil, debris, or other material over such streets as will cause least annoyance to public and do not operate on public streets outside of times specified in General Requirements

3.07 PROTECTION OF ROADWAYS & PARKING AREAS

- A. Contractor is responsible for maintenance and restoration of public roads used for hauling of materials and equipment to and from the site.
- B. Contractor shall clean debris resulting from his operations from the haul roads on a daily basis, or as instructed by the Consultant.
- C. The Contractor shall not utilize local storm sewer inlets to wash and remove debris from the haul roads.
- D. All hauling operations on- and off-site shall be completed in a manner that minimizes deposition of litter and debris on adjacent roadways

3.08 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and COUNTY'S operations from unauthorized entry, vandalism, or theft.

- B. Coordinate with COUNTY'S security program (if available).

3.09 CLEAN UP

- A. Building:

1. Contractor is to remove any debris generated from the demolition on daily basis and may not stockpile job related materials in common areas of the building during the project.

3.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary Work.
- C. Restore new permanent facilities used during construction to specified condition.

3.11 COMPLETION OF WORK

- A. Upon completion of Work, leave area in a clean, natural looking condition.
- B. Remove all signs of temporary construction and activities incidental to construction of required permanent Work

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Traffic control measures during activities adjacent to public streets and sidewalks, and during hauling operations.
2. Disconnection, capping, and protection of existing utilities.
3. Permanent fencing on the property.
4. Removal of trees and vegetation.
5. Onsite trucking on the property.
6. Demolition and removal of all remaining building structure, contents, and debris.
7. Demolition and removal of site improvements and debris adjacent or integral to building or structures to be demolished.
8. Restoration of the property.

B. Related Sections:

1. Section 01 50 00 – Temporary Facilities and Controls.
2. Section 02 81 00 – Transportation and Disposal of Hazardous Materials.
3. Section 02 82 00 – Asbestos Remediation.

1.02 MEASUREMENT AND PAYMENT

- A. Work specified in this section is included in the lump sum contract price.

1.03 SUBMITTALS

- A. Identification of demolition firm and subcontractors, and qualifications to be submitted prior to award.
- B. Demolition Plan to include
1. Summary of safety procedures.
 2. Proposed environmental protection and dust-control measures: Indicate proposed measures for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
 3. Site Plan showing/describing:
 - a. Location and construction of fences.
 - b. Areas for temporary construction and field offices.
 - c. Areas for temporary and permanent placement of removed materials.
 - d. Extent of demolition.
 - e. Locations of temporary protection and means of egress, including for other

tenants of property affected by building demolition operations.

- C. Copies of permits required for demolition.
- D. Project schedule:
 - 1. Detailed sequence of Work, with starting and ending dates for each activity.
 - 2. Coordination for shutoff, capping, and continuation of utility services.
- E. Disposal locations and haul routes:
 - 1. In accordance with Section 02 81 00 – Transportation and Disposal of Hazardous Materials.
- F. Disposal Records:
 - 1. In accordance with Section 02 81 00 – Transportation and Disposal of Hazardous Materials.
- G. Hazardous Material Disposal, Testing, and Air Monitoring:
 - 1. Maintain records on site for review by governing authorities as required by other sections, authorities, or jurisdictions for demolition activities.
- H. Project Record Documents (Close Out):
 - 1. Survey and record actual locations of capped utilities.
- I. Health and Safety Plan:
 - 1. In accordance with Section 00 73 19 – Health and Safety Requirements.

1.04 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized knowledge in demolition and contaminated site Work similar in material and extent to that indicated for this project.
 - 1. As indicated in 00 11 53 – Request for Qualifications.
- B. Regulatory Requirements: Comply with governing OSHA (29 CFR 1926), IDNR and U.S. EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6, and NFPA 241 (51B).
- D. Pre-demolition Conference. Attend conference at project site.
- E. Only the Contractor and its employees are allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents.

1.05 DESCRIPTION OF WORK

- A. Unless directed otherwise in the Contract Documents, the Contractor shall:
 - 1. Disconnect and permanently cap/stop all utility services at right-of-way before demolition.
 - 2. Remove and dispose of one existing underground storage tank (UST). The UST is a fuel oil tank and anticipated to be 1,200 gallons in size. The installation date is unknown.
 - 3. Remove all subsurface construction (ie. foundation footings, basements slabs, and

any tunnels or crawl spaces, etc.).

4. Remove and properly dispose of hazardous and non-hazardous materials that cannot be co-disposed with building demolition materials prior to demolition, including but not limited to: ACM material, universal waste, polychlorinated biphenyl (PCB)-containing equipment and materials, petroleum products, compressed gases, flammable liquids, potentially radioactive materials, and containers with unknown materials.
5. Remove and properly dispose of all structures, contents of structures, trash, and rubbish in accordance with federal, state and local regulations.
6. Backfill all existing tunnels, basements, etc.
7. Complete rough site grading.
8. Perform site clearance.

1.06 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Litter:

1. Remove any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition Work. Any cost incurred by the Owner in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the Work.
2. Littering of the site shall not be permitted.
3. All waste materials shall be promptly removed from the site.

B. Street Closure:

1. Conduct demolition and debris removal operations to ensure minimum interference with roads, streets, walkways, and other adjacent occupied and used facilities.

C. Protection of the Public:

1. Sidewalks: The Contractor shall be responsible for any damage to public sidewalks and roadways abutting or adjacent to the demolition properties resulting from the execution of the demolition Work. The cost of repair or replacement shall be considered incidental to the Work and the Contractor shall obtain all permits and pay any fees.
2. Pedestrian Access: Place and construct the necessary warning signs, barricades, fencing and temporary pedestrian sidewalks, as directed by the Owner; and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the Work.
3. Temporary Fence: Erect a temporary chain-link safety fence at a height of a minimum of six feet around the demolition site to prevent access to the public. Such fence shall be consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the site has been backfilled.
 - a. The temporary fence material and posts shall remain the property of the Contractor.
 - b. Refer to fence requirements in Section 01 50 00 – Temporary Facilities and

Controls.

D. Demolition Hours:

1. Comply with any restrictions to working hours as included in the General Requirements.
2. Comply with all applicable ordinances and restrictions of the Jurisdiction.

E. Noise Pollution:

1. There are no existing COUNTY noise ordinances limiting equipment operation between certain hours.
2. Conduct operations to cause least annoyance to residents in vicinity of Work and comply with applicable local ordinances.
3. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
4. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
5. Route vehicles carrying soil, debris, or other material over such streets as will cause least annoyance to public and do not operate on public streets outside of times specified in General Requirements.

F. Dust Control: Comply with applicable air pollution control requirements of the Jurisdiction. Contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the Owner shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:

1. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.
2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

G. Requirements for Reduction of Fire Hazards:

1. Removal of Material: Before demolition of any part of any building, remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.
2. Fire Extinguishing Equipment: Maintain the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
3. Fires: No fires of any kind will be permitted in the demolition Work area.
4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the Work progresses.

6. Telephone Service: Arrange for access to and use of, during working hours, one or more telephones (cell phones are sufficient) in the vicinity of the Work site for the purposes of making calls in case of fire or other emergencies, and shall keep all personnel on the job, and the local jurisdiction informed of the location of such telephones. The Contractor's foreman, or at least one regular member of each shift, shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire-producing conditions and to apply appropriate corrective action, particularly at the close of Work each working day.
- H. Protection of Public Utilities: The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience:
- I. Protection of Adjacent Property:
1. Conduct operations to minimize effects on and interference with adjacent structures.
 2. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
 3. Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations.
 4. Do not damage any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent to demolition project. Cost of repair or replacement shall be considered incidental to the Work and the Contractor shall obtain all permits and pay any fees.
 5. Provide such sheeting and shoring as required to protect adjacent property during demolition. Prevent the spread of dust and flying particles.

1.07 RISK OF LOSS

- A. Contractor shall accept the site in its present condition and shall inspect the site for its character and the type of structures to be demolished.
- B. Jurisdiction assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change in conditions that occur after the acceptance of the lowest responsible, responsive proposal will be allowed.

1.08 PROPERTY OWNERSHIP

- A. Unless otherwise indicated in the Contract Documents, upon execution of the contract, all rights, title, and interest of the Jurisdiction in and to buildings, structures and other property to be demolished and/or removed by the Contractor on part or all of said project area as described in the Contract Documents, shall be deemed to be vested in the Contractor.
- B. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance

with the Contract Documents. Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition of the building.

1.09 RELEASE OF SITE

- A. The demolition area shall be released to the Contractor upon Award of Contract and Notice to Proceed.
- B. The Contractor shall have full control of the demolition progress and clearance of the site, subject to the provisions of the Contract Documents.

1.10 PERMITS AND FEES

- A. The Contractor shall obtain all the necessary permits and pay all permit fees that are required by the Jurisdiction in conjunction with the demolition Work.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 GENERAL

- A. Obtain required permits.
- B. Survey existing conditions and correlate with contract requirements. Inventory and record the condition of items to be removed and salvaged.
- C. Existing Utilities: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished. Utilities must be capped/stopped at the right-of-way. Do not start demolition Work until utility disconnecting and sealing/capping have been completed and verified in writing by the utility company. Survey and record actual locations of capped utilities on Record Drawings.
- D. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of structure being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
 - 2. Shoring and bracing design, construction, and removal shall be the responsibility of the Contractor.
- E. Remove asbestos containing materials (ACM) prior to demolition.
 - 1. In accordance with Section 02 82 00 – Asbestos Remediation.
- F. Remove hazardous materials prior to demolition.
 - 1. In accordance with Section 02 80 00 – Facility Remediation.
- G. Provide the Owner with a minimum of 48 hours advance notification prior to beginning the execution of demolition of any structure.

3.02 TRAFFIC CONTROL MEASURES

- A. Determine haul routes and obtain approval of agency having jurisdiction over proposed

roadway.

- B. Street or lane closures shall be coordinated with the appropriate Jurisdiction authority. It shall be the Contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs.
 - 1. Street closings shall be kept to the minimum time necessary to complete the work. The Jurisdiction authority or Engineer will determine how many streets or parts of streets may be closed by the Contractor at one time, and may refuse to allow the closing of additional streets or portions of streets until some of the improvement is finished and open to traffic.
 - 2. Notify the Engineer 48 hours in advance (excluding weekends) of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the Engineer.
- C. Arrange and pay for traffic control measures, such as temporary barricades, signage and signals, to minimize interference with pedestrian and vehicular traffic and to provide protection for and from Contractor on-site operations and hauling to/from the project site.
 - 1. As required by local, state and/or federal requirements, such as specified by the Federal Highway Administration Manual on Uniform Traffic Control Devices, 2009, plus supplements, and the Iowa Manual on Uniform Traffic Control Devices (MUTCD).
 - 2. Erect and maintain from initiation of project through final completion, as necessary.
- D. During construction, areas to be maintained for traffic shall be kept clear of all hazardous materials, including but not limited to construction debris, dust, and mud.
- E. Existing Permanent Signage
 - 1. Do not remove, relocate, or reset any permanent Jurisdictional traffic control devices unless authorized to do so by the Engineer or contract documents. If a sign must be removed or relocated for any phase of construction, notify the Engineer of the necessity for removal. The Engineer shall arrange for the removal, relocation, or resetting of permanent traffic control devices by Jurisdictional personnel as needed to allow the work to proceed. If Jurisdictional personnel are not available, the authorized Jurisdictional representative may give authorization to the Contractor to remove, relocate, or reset the permanent traffic control devices.
 - 2. In the event the Contractor removes or relocates a traffic control sign without prior notice to or authorization from the Engineer, the Contractor shall bear all responsibility and liability to any person sustaining bodily injury or property damage on account thereof.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements, to include obtaining and complying with required permits.
 - 1. Contractor shall field verify all utility locations.
 - 2. Provide notice to each utility sufficiently in advance of such operations to allow the utility time to mark the location of, relocate, adjust, or otherwise protect their facilities. Reach an agreement with each utility on appropriate action necessary to protect or relocate the utility facilities. The cost of such action to protect the facilities shall be borne by the Contractor. Utilize Iowa Utility One-Call at 800-292-8989 or 811 for

locates for those utilities which subscribe to this service.

3. At all times conduct operations so that necessary clearances are maintained and said utility facilities are protected. Comply with all local, state, and federal or other regulations in performing work near utility facilities.
 4. Should the Contractor damage any of the utility facilities during Contractor's operations or determine the work cannot be performed safely, the Contractor shall immediately notify the utility involved and cease work until arrangements are made to prevent further damage or a serious accident. Contractor is responsible for the cost to repair any damage, including disruption of service, to any utility facility resulting from Contractor's operation.
 5. Do not disrupt public utilities without permit from authority having jurisdiction.
- B. Utilities must be capped/stopped at the right-of-way.
- C. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- D. Sanitary Sewer and Water Service Disconnection: All sanitary sewer and water services shall be disconnected and property abandoned by a licensed plumber, and inspected and approved by COUNTY prior to covering.
1. Abandonment shall occur at the edge of the demolition area in accordance with Owner's requirements.
 2. Coordinate procedures, schedule, and inspections with COUNTY.
- E. Mark location of terminated utilities physically and on Record Drawings.
- F. Work must be reviewed and approved by COUNTY.

3.04 DEMOLITION AND REMOVALS

- A. Demolish foundation footings and other below-grade construction.
1. Remove below-grade construction, including foundation footings, basement slabs, and any tunnels or crawl spaces completed, unless indicated otherwise on the Drawings.
- B. Abandoned buried pipes and conduits that are exposed during the structure demolition shall be removed in entirety.
- C. Fences:
1. Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the boundary of the demolition area.
- D. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partially buried objects protruding from the ground shall be entirely removed from the ground.
- E. Vegetation:
1. The Contractor shall remove vegetation necessary to conduct demolition activities unless specifically stated otherwise by the Owner. All trees within the boundary of the demolition area are to remain.

2. Brush and other debris may be burned on-site, but must comply with local codes and fire preventions.
- F. If hazardous materials (not identified and removed as part of the initial abatement) are discovered during removal operations, stop Work and notify Owner.
- G. Engineering Surveys to detect hazards that may result from building demolition activities are not required. Contractor is responsible in determining method of demolition and ensuring work is completed in a safe manner.
- H. Dust Suppression:
1. Use water mist and other suitable methods to limit spread of dust and dirt.
 2. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.05 DEBRIS/WASTE MANAGEMENT

- A. Dispose or recycle demolition materials, with the exception of any items specifically designated for salvage by Owner. All building materials and equipment resulting from this Work shall be removed from the premises at once. Salvaged material shall be removed immediately from the premises, right-of-way, streets or alleys.
- B. Storage or sale of removed items or materials on-site is not permitted.
- C. Remove debris, rubbish, and trash from exterior grounds.
- D. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials, ACM, and other hazardous materials.
- E. Except for items or materials indicated to be salvaged or otherwise indicated to remain Owner's property, remove demolished materials from project site and legally dispose or recycle them at an approved facility licensed in accordance with state and/or local regulations, laws, and zoning. Do not allow demolished materials to accumulate on-site. The Contractor shall be responsible to pay all fees for waste disposal. Submit to the Owner copies of all disposal tickets which identify the specific address of the origin of the debris associated with each ticket. The cost of all disposal fees shall be considered incidental to the demolition.
1. Maintain public streets, alleys, or other thoroughfares used in carrying out disposal free of litter or debris attributable to this operation. Equip and load trucks or other vehicles to prevent leakage, blowing off, or other escape of any portion of debris whatsoever.
 2. Methods of trash/debris/waste disposal that are not acceptable are:
 - a. Burying on the project site.
 - b. Dumping or burying on other property, public or private.
 - c. Other illegal dumping or burying.

3.06 BACKFILL, GRADING, AND CLEAN UP

- A. All voids (basements, tunnels, crawl spaces, etc...) must be backfilled.

- B. Final Cleaning Up: Before acceptance of the demolition Work, the Contractor shall remove all unused material and rubbish from the site of the Work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the Contractor in connection with the Work shall be restored.
- C. At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.
- D. Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.
- E. Final cleaning up shall be subject to approval of the Owner and in accordance with applicable regulations.

3.07 RESTORATION

- A. Restore existing surface features that are to remain in equal or better condition than existed prior to Work.
- B. Restore existing asphalt pavement that is to remain in equal or better condition than existed prior to Work.
- C. Damage to the existing asphalt is to be repaired using a hot mix asphalt consisting of HMA Standard Traffic (ST) intermediate/surface, 1/2", PG-58S mix.

END OF SECTION

SECTION 02 65 00
UNDERGROUND STORAGE TANK REMOVAL

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Underground storage tank closure activities.
 2. Applicable Standards and Guidelines.

1.02 MEASUREMENT AND PAYMENT

- A. Work specified in this section is included in the lump sum contract price.

1.03 DESCRIPTION

- A. An assumed 1,200 gallon heating oil underground storage tank (UST) is present on site and must be removed. Though the heating oil tank is exempt from regulation as it was for consumptive use on the site where it is stored, the COUNTY is treating the heating oil tank as a regulated tank using the assumption contamination will be found during underground storage tank removal.
1. Contractor is responsible for cleaning and disposal of the tank and any associated piping.
 2. Contractor must collect soil and groundwater samples for laboratory analysis.
- B. Provide services for proper removal and disposal of soils if contaminated soil is encountered on site.

1.04 COMPLIANCE WITH LAWS AND STANDARDS

- A. Ensure that all Work is performed in strict compliance with applicable federal, state, county and municipal codes, laws, ordinances, rules or regulations.
- B. Remove UST and clean according to industry standards:
1. Follow all pre-removal activities (disconnect electrical, drain piping/tank, purging/inerting tank) as outlined in IDNR's Underground Storage Tank Closure Guidance dated May 2021.
 2. API RP 1604, Removal and Disposal of Used Underground Petroleum Storage Tanks.
 3. API Publication 2015, Cleaning Petroleum Storage Tanks.
 4. API RP 1631, Interior Lining of Underground Storage Tanks.
 5. The National Institute for Occupational Safety and Health (NIOSH) *Criteria for a Recommended Standard...Working in Confined Space* may be used as a guidance for conducting safe closure procedures at some hazardous substance tanks.
 6. NFPA 326: Standard for the Safeguarding of Tanks and Containers for Entry, Cleaning, or Repair.
 7. NFPA 30: Flammable and Combustible Liquids Cod, 30-93.

1.05 NOTIFICATIONS AND PERMITS

- A. Obtain all required permits and submit the property notifications to federal, state, and local regulatory agencies.
- B. Utilize Iowa Utility One-Call at 800 292 8989 or 811 for locates for those utilities which subscribe to this service at least 48 hour prior to removal of UST.
- C. Submit DNR Form 542-1308 Notification of Tank Closure or Change-in-Service (IDNR Form 542-1308 – July 2012) to IDNR at least 30 days prior to removal of UST. Must be signed by a licensed UST remover and include certified groundwater professional (CGP) information.
- D. Notify IDNR Field Office 3 – (712) 262-4177 24 hours prior to removal of UST.

1.06 SUBMITTALS

- A. Complete and submit UST Closure Report – Tank and/or Piping Removal (DNR Form 542-1303, May 2021) to IDNR within 45 days of UST removal.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 SUMMARY

- A. Remove UST and clean tank according to industry standards.
- B. Perform environmental sampling as required for UST closure.

3.02 TANK CLOSURE ACTIVITIES

- A. Tank Removal:
 - 1. All tank closure activities must be overseen by a licensed UST Remover and CPG.
 - 2. Drain and flush piping into the tank, and disconnect piping from the tank. Remove product piping.
 - 3. Empty the tank and purge all combustible vapors by inerting or venting through the vent line.
 - 4. Monitor the tank for combustibility with a combustible gas meter until the tank atmosphere is less than 10% of the lower flammable or explosive limit (LFL/LEL).
 - 5. Remove tank appurtenances (gauge pipes, fill pipes, turbines, etc.). Leave vent line connected until the tank is purged.
 - 6. Plug the openings and remove the tank from the excavation. Place it on a level surface and block it, or fill the tank to 100 percent capacity with an inert material.
 - 7. Clean and remove the tank according to industry standards.
- B. Sampling:
 - 1. Collect and PID approximately two (2) soil samples from beneath the UST as outlined in IDNR's Underground Storage Tank Closure Guidance. Analyze for

benzene, toluene, ethylbenzene, and xylenes (BTEX) via Iowa Method OA-1 and total extractable hydrocarbons (TEHs) via Iowa Method OA-2.

2. Collect and PID one (1) soil sample from beneath any piping connection and from every 10 feet of piping run as outlined in IDNR's Underground Storage Tank Closure Guidance. Analyze for BTEX via Iowa Method OA-1 and TEHs via Iowa Method OA-2.
3. Install, log, and PID a groundwater monitoring well in the presumed downgradient direction and within 20 feet of the tank basin as outlined in IDNR's Underground Storage Tank Closure Guidance. Property purge the well of stagnant water, collect groundwater sample, and analyze for BTEX via Iowa Method OA-1 and TEHs via Iowa Method OA-2.

END OF SECTION

SECTION 02 80 00
FACILITY REMEDIATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Removal, Cleanup and Disposal of Hazardous Materials.
2. Applicable Standards and Guidelines.

1.02 MEASUREMENT AND PAYMENT

A. Work specified in this section is included in the lump sum contract price.

1.03 DESCRIPTION

- A. For this project, hazardous materials include hazardous waste, universal waste, and non-hazardous materials that require, or may require special handling and cannot be co-disposed with building demolition materials or municipal solid waste. This includes but is not limited to: universal waste (batteries, emergency lighting, thermostats, and fluorescent lamps under 40 CFR 273), PCB-containing equipment and materials, petroleum products, compressed gasses, flammable liquids, potentially radioactive materials, containers with unknown materials, and underground storage tanks.
1. Contractor is responsible for determining the extent of removal, appropriate disposal, and to provide adequate profiling (testing) of the material as may be necessary for transportation and acceptance at an approved disposal facility. No additional compensation will be made for materials not included in Contractor's lump sum bid.
 2. Removal and disposal of ACM is address in Section 02 82 00 – Asbestos Remediation.
- B. Provide Services for proper removal and disposal of hazardous materials as present on site.
1. Work shall be completed prior to building demolition.
 2. Segregate materials in DOT hazard classes to comply with the EPA mandated categories. If necessary, test material to determine property hazard class for disposal.
 3. The hazardous materials shall be profiled as applicable. Profiling analysis, when needed, will be at the expense of the Contractor as to determine the exact makeup of any or all specified materials designated for disposal.
 4. Chemicals shall be lab-packaged/bulked according to DOT and EPA Regulations. Packaging materials shall comply with EPA, DOT, local regulations and the individual disposal facility requirements.
 5. Container inventories shall be prepared, containers property labeled, and waste manifests prepared.

6. Materials shall be removed and safely transported to the disposal facility per DOT requirements. Refer to Section 02 81 00 – Transportation and Disposal of Hazardous Materials.
7. Disposal: Refer to Section 02 81 00 – Transportation and Disposal of Hazardous Materials.

1.04 COMPLIANCE WITH LAWS AND STANDARDS

- A. Ensure that all Work is performed in strict compliance with applicable federal, state, county and municipal codes, laws, ordinances, rules or regulations.
- B. COUNTY or contracting agent may stop Work in the event that the Contractor fails to comply with the provisions or specifications of any applicable federal, state, or local regulations. Any cost incurred to the Contractor as a result of Work stoppage shall be borne by the Contractor.

1.05 NOTIFICATIONS AND PERMITS

- A. Obtain all required permits and submit the property notifications to federal, state, and local regulatory agencies.

1.06 SUBMITTALS

- A. Submit a Work plan within ten (10) calendar days of award of the contract. Plan shall provide the specific information detailing the proposed methods of profiling, lab packing, transporting, storing and disposing of the hazardous materials.
- B. Copies of required notifications to regulatory agencies.
- C. A copy of the hazardous waste hauler registration number.
- D. A list of hazardous waste disposal and treatment facilities that will be utilized by the Contractor.
- E. Evidence that employees have been instructed of chemical hazards and any other hazardous materials to be used or possibly encountered in the Work project.
 1. Hazard Communication Standard: 29 CFR 1910.120 and 40 CFR 264.16, 265.16.
- F. Evidence that employees have received instruction in respiratory protection and fit testing.
 1. OSHA Regulation 29 CFR 1910.134
- G. Current 40-hour OSHA Training for Hazardous Waste Operations for all supervisors, Haz/Mat technicians, and lab-packing personnel.
 1. OSHA – 29 CFR 1910.12(h)(2)
 2. OSHA – 29 CFR 1910.120 (e)
 3. EPA – RCRA 40 CFR 264.16
- H. Evidence that supervisors, technicians, or other employees who will monitor Work have received or have been certified in competency to manage Work.
 1. OSHA – 29 CFR 1910.12(e)
- I. Current medical certificates for all personnel that will be working on project in accordance with OSHA 29 CFR 1910.120(e).

1. Personal Protective Equipment: 29 CFR 1910 Subpart I, 1910.132 – 1910.140.
- J. An emergency plan for situations, including an emergency response team for emergency spill cleanup, medical and fire emergencies, etc.
 1. EPA – 40 CFR 264.30, 264.56, 265.30, 265.55
 2. OSHA – 29 CFR 1910.120
- K. A Work schedule detailing the time periods to complete inventory, profiling, lab-packing, transporting, storage and disposal phases of project.
- L. At project closeout, submit copies of all chemical inventory sheets, manifests, documentation, notifications, daily Work log, any incident reports, waste treatment standards, locations of disposal facilities where wastes were transported to, and any other documents affiliated with the Work project.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 SUMMARY

- A. Survey existing conditions and correlate with requirements indicated to determine extent of hazardous material removal.
- B. Inventory and record the condition of items to be removed.

3.02 ACCIDENT PREVENTION

- A. Site safety shall be the top priority and responsibility of the Contractor. The Contractor and all subcontractors shall monitor their personnel at all times.
- B. Supply and use personal protective equipment, fire extinguishers, chemical detection tubes, and other safety equipment required to complete the Work.
- C. Erect any necessary barricades/barrier warning tapes to isolate Work areas from unauthorized persons.
 1. Maintain any barricades/barrier tapes throughout the Work project as needed.
 2. Ensure that Work areas are always secured from unauthorized persons.

3.03 SPILLS

- A. Contractor shall exercise extreme care when performing the Work to be done as to avoid spills or contaminating the site or surrounding environment.
- B. Report spills of any kind immediately to the COUNTY or contracting agency and promptly implement containment and cleanup action as necessary or as directed.
- C. Provide all necessary equipment, materials, and labor to clean up any spills released while performing any Work in these specifications. All costs related to spills, including but not limited to contract delays, monitoring and waste disposal, will be borne by the Contractor.

3.04 GENERAL PROCEDURES

- A. Isolate, seal, post, and secure Work areas in accordance with OSHA Regulation 29 CFR 1910.120.
- B. Prior to start of Work, Work area is to be inspected for proper isolation, posting, and proper enclosures, if needed.
- C. Ensure that all hazardous waste materials and chemicals, including any unknowns, are properly identified, profiled, lab-packed, and disposed of at an approved disposal facility.
- D. Leave Work area free of any materials and equipment used during the Work project.
- E. The Contractor and the COUNTY or contracting agent shall conduct a visual walkthrough when all hazardous materials are removed.
- F. Refer to Section 02 99 00 – Transportation and Disposal of Hazardous Materials for manifesting and disposal requirements.

END OF SECTION

SECTION 02 81 00
TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements for the transportation and disposal of materials generated during this project which require off-site disposal and/or treatment. Materials that will or may be found on-site requiring off-site recycling or disposal include:
 - a. Rubbish, trash, and miscellaneous garbage.
 - b. Asbestos containing materials (ACM).
 - c. Miscellaneous building debris and rubble.
- B. Furnish all labor, equipment, materials and incidentals required to transport all materials required to be recycled or disposed of off-site.

1.02 MEASUREMENT AND PAYMENT

- A. Work specified in this section is included in the lump sum contract price.

1.03 SUBMITTALS

A. Within 10 days after Notice to Proceed:

1. Names and locations of all facilities proposed to be used for the disposal of materials off-site.
2. Acceptance criteria, if any for each type of waste stream at each facility proposed.
3. Sampling and analytical criteria, if any, for each type of waste stream at each facility proposed.
4. Any other restrictions which may be imposed by each of the proposed facilities.

B. As the Work proceeds:

1. Blank sample of shipping documents and disposal manifests for each type of waste stream a minimum of three days prior to their proposed date of use.
2. Copies of all waste profile forms, waste disposal manifests, and bills of lading required by the disposal facilities.
3. Copies of certificates of disposal, destruction, treatment, recycling as applicable and as issued by the disposal facility following acceptance and final disposition of the various waste streams.
4. Proposed transportation routes and alternate transportation routes to each disposal facility.

C. At Contract Closeout:

1. Summary spreadsheet of all waste and recyclable materials hauled from the site, quantities, and identification of the disposal, recycle, or salvage facility.

1.04 QUALITY ASSURANCE

- A. Ensure each facility possess all necessary permits required for accepting and disposing of wastes and that these permits are current.
- B. Use only disposal facilities previously approved by COUNTY for performance of Work.
- C. Contractor shall have responsibility to meet requirements of these Specifications, and acceptance of bid does not constitute nor imply approval of proposed off-site waste disposal facility(ies). COUNTY shall have right to deny approval of any/all facility(ies) that does not comply with these Specifications.
- D. COUNTY may schedule inspections of disposal facility, as appropriate, to assess compliance status.
- E. In event that identified and approved facility ceases to accept stated waste materials or facility ceases operations, it is Contractor's responsibility to locate alternate approved and permitted facility for accepting waste materials. Contractor is responsible for making necessary arrangements to utilize facility, and alternate facility must be approved by COUNTY in same manner and with same information as for original facility.
- F. Originate, maintain, and provide COUNTY or COUNTY'S Consultant with copies of waste shipment manifest records for all waste materials transported off-site. Contractor shall verify nature and quantity of wastes shipped on each load. Manifest forms and records shall be consistent with requirements of RCRA, U.S. DOT regulations, and state requirements. COUNTY shall be designated generator for purposes of transport manifest.
 - 1. Provide COUNTY with written documentation verifying receipt of each load at designated treatment or disposal facility and verification of proper treatment or disposal.
 - 2. Notify COUNTY immediately if Contractor fails to receive "Notification of Receipt" of any waste shipment within reasonable time frame approved by COUNTY or COUNTY'S Consultant. Contractor shall undertake whatever actions are necessary to determine status of shipment and remedy situation.

1.05 REFERENCE STANDARDS

- A. Comply with all applicable federal, state and local laws, codes and ordinances which govern or regulate waste transportation and disposal. Regulations regarding transportation and final disposal of wastes at minimum include but are not limited to the following:
- B. United States Federal Government – Code of Federal Regulations (CFR)
 - 1. 29 CFR Occupational Safety and Health Standards
 - 2. 49 CFR 387 (46 CFR 30874, 47073)
 - 3. Department of Transportation DOT-E 8876
 - 4. 40 CFR 136 Guidelines Establishing Test Procedures for Analysis of Pollutants
 - 5. 40 CFR 261 Identification and Listing of Hazardous Waste
 - 6. 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
 - 7. 40 CFR 263 Standards Applicable to Transporters of Hazardous Waste
 - 8. 40 CFR 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities

9. 40 CFR 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal
10. 40 CFR 266 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
11. 40 CFR 268 Subparts (C) and (D) Land Disposal Restrictions
12. 40 CFR 279 Standards for the Management of Used Oil
13. 49 CFR 107 Hazardous Materials Program Procedures
14. 49 CFR 171 General Information, Regulations and Definitions
15. 49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
16. 49 CFR 173 Shippers – General Requirements for Shipments and Packaging
17. 49 CFR 177 Carriage by Highway
18. 49 CFR 178 Specifications for Packaging

PART 2 PRODUCTS

2.01 PACKING MATERIALS

- A. Provide all of the materials and equipment required for packaging, labeling, placarding and transportation of waste streams from the site in conformance with department of transportation, federal, state and local regulations.

PART 3 EXECUTION

3.01 NOTIFICATION

- A. Notify all applicable federal, state and local representatives, or any other authority which has jurisdiction over the mode and route of transport, in advance of commencing waste stream transport. Obtain all required approvals from those parties having jurisdiction over the transport.

3.02 MANIFESTING

- A. Provide and prepare manifests as required for the transportation and disposal of the waste streams from the site. Waste manifests shall be completed in a form acceptable to the state and federal regulatory agencies. After completion by the Contractor, all waste manifests shall be signed by the COUNTY or COUNTY'S Consultant.

3.03 LABELING

- A. Upon removal of all contaminated materials, properly label all containers or transports prior to transporting these materials for disposal. Contractor shall be responsible for labeling all containers and transports in accordance with applicable federal and state regulations.

3.04 TRANSPORTATION AND ENTRY/EXIT REQUIREMENTS

- A. Transport all waste streams from the site in conformance with department of transportation, federal, state and local regulations governing the type of waste stream

being transported. This includes, but not limited to, requirements for operator training and requirements for packaging, labeling, marking, placarding of various waste shipments.

- B. All waste streams shall be transported directly to the disposal facility from the site. Neither the route nor the mode of transportation shall deviate from the approved route without prior written approval from the COUNTY or COUNTY'S Consultant.
- C. Inspect existing roadways immediately adjacent to the site and document their condition prior to project start-up. Any/all repairs or improvements, including permits and/or approvals, to accommodate off-site transportation of wastes shall be responsibility of Contractor. Provide documentation to COUNTY or COUNTY'S Consultant prior to any hauling operations.
- D. Document all entry/exit procedures for transports in Off-Site Transportation and Disposal Plan and shall instruct and provide written instructions to all transporters as to these procedures. Contractor shall see that all personnel are provided with adequate protective equipment in accordance with Contractor's health and safety plan.

3.05 LOADING OF MATERIALS INTO TRANSPORT CONTAINERS

- A. Waste streams will be loaded into transport containers in a manner which minimizes the spilling of materials. Materials which have been segregated on site shall not be mixed in transport containers unless characterized as same waste type. Waste streams shall be secured in transport containers in accordance with the regulations which govern the transportation of these materials. At a minimum, each load of excavated material must be covered prior to leaving the site. Materials shall be loaded into transport containers in manner which does not damage any polyethylene sheeting or other protective liner installed. Transport vehicles shall not be driven over waste streams stockpiled on site or contaminated material which will be excavated during the completion of the Work.
- B. Furnish, install, and maintain any on-site temporary loading facilities as required.
- C. Provide equipment, personnel, and on-site facilities necessary to handle and load waste materials designated for off-site transport.
- D. Ensure that all waste materials loaded for off-site transportation have been accurately identified and are in compliance with appropriate state and federal regulations.
- E. Each container shall be visually inspected upon loading to ensure it is properly sealed and there are no signs of spillage or leakage. All vehicles hauling bulk wastes from the site shall be inspected by the Contractor prior to leaving the site. Contractor shall certify proper containerization for each transporter leaving the site.
- F. Containers found to be leaking or bulk transports found leaking shall not be loaded until source of leaking is located and source contained. Area where leaking occurred, and any contaminated equipment shall be decontaminated.
- G. Contractor shall be responsible for any and all cleanup activities involving waste spilled in transit or during loading operations and shall be at the Contractor's expense.
- H. Contractor shall be responsible for verifying appropriate container sizes for off-site disposal in accordance with Federal Department of Transportation (DOT), state, and local regulations. Any requirements and expenses for oversize load are Contractor's responsibility.

3.06 HAULING REQUIREMENTS

- A. Implement hauling or transport schedule which minimizes congestion on and around site.
- B. Obtain and prepare manifest forms, obtain waste code numbers, and complete waste shipment records as required by State of Iowa and 40 CFR 261 for verifying waste type and quantity of each load transported off-site. Manifest form shall be verified by COUNTY or COUNTY'S Consultant and copies of each manifest retained by COUNTY or COUNTY'S Consultant following shipment.
- C. COUNTY or COUNTY'S Consultant will provide hazardous waste generator identification number and/or EPA identification number (for hazardous waste only) pursuant to 40 CFR 261 for use on manifest, if required.
- D. COUNTY or COUNTY'S Consultant will sign hazardous waste manifest as generator.
- E. Transport waste from site only to those facilities listed on manifest.
- F. Routes and timing must be coordinated with appropriate state regulatory agencies. All highway and road restrictions shall be adhered to by Contractor.
- G. Use transporter(s) approved by COUNTY. Any use of substitute or additional transporters shall have previous approval of the COUNTY.

3.07 VEHICLE DECONTAMINATION

- A. Decontaminate transport vehicles and containers in a designated decontamination area prior to their leaving the site. Decontamination shall include the removal of material on the tires and axles of trucks and any other material on the vehicle as a result of loading operations.

3.08 OFF-SITE DISPOSITION

- A. Dispose the various waste streams at COUNTY preapproved facilities. All waste facilities must have a valid facility permit from the regulating authority (U.S. or state) for that type of facility and for the type of waste which will be received. All disposal facilities must be constructed in a manner which meets or exceeds the requirements of federal regulations governing the type of disposal facility. No change in disposal facility for any type of waste stream shall be allowed without prior written approval of the COUNTY or COUNTY'S Consultant.

END OF SECTION

SECTION 02 82 00
ASBESTOS REMEDIATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Removal, Cleanup and Disposal of Asbestos Containing Material (ACM).
2. Applicable Standards and Guidelines.

1.02 MEASUREMENT AND PAYMENT

A. Work specified in this section is included in the lump sum contract price.

1.03 DESCRIPTION

A. The work includes demolition of the former County Home building and additions located at 1600 County Home Road, Sergeant Bluff, Iowa 51504. The property includes a 3-story building with a base area of 9,220 square feet (sf); a 12,472-sf base area addition, a 1,600-sf base area addition, a 640-sf base area addition, and two 40-sf base area additions. All buildings, with the exception of the 12,472-sf base area addition (1975), were constructed in 1921. The 9,200-sf building and 1,600-sf addition each have a gable roof covered by shingles. All other structures have a built-up, flat roof. All structures are brick. Demolition includes removal of foundation footings, basement slabs, and any tunnels or crawl spaces. The work includes removal and disposal of Asbestos Containing Materials (ACMs), hazardous and non-hazardous materials, designated structures, and one underground storage tank on the property. Specifications for asbestos removal includes both friable and non-friable ACMs. All ACMs removed from the Property must be disposed of at a permitted facility that accepts asbestos. All materials removed from the property shall be done in accordance with local, state, and federal regulations. The work also includes backfilling of all existing tunnels, basements, etc... associated with the demolition and rough site grading.

1. Contractor is responsible for verifying all quantities.
2. No additional compensation will be made for materials not included in Contractor's lump sum bid.

1.04 REFERENCE STANDARDS

- A. Title 29, Code of Federal Regulations, Sections 1910.1001, 1910.134, 1910.2, 1910.1200 and 1926.58. Occupational Safety and Health Administration (OSHA), US Department of Labor.
- B. Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. U.S. Environmental Protection Agency.
- C. Title 40, Code of Federal Regulations, Part 763, Subparts E and G, Asbestos Abatement Project.
- D. Chapter 88B of the Code of Iowa, removal or Encapsulation of Asbestos.
- E. Chapter 81 of the Iowa Administrative Code, Asbestos Control Procedures, Iowa Bureau of Labor.

- F. Iowa Bureau of Labor Guidelines for removal of Asbestos, Chapter 155.
- G. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- H. Title Code of Federal Regulations Part 763, Asbestos Containing Materials in Schools.
- I. EPA Guidance Document: Asbestos Waste Management Guidance (Blue Book).

1.05 SUBMITTALS

A. Pre-Abatement

1. Provide COUNTY with a copy of written notification to federal and state agencies (IDNR 10-Day Notification).
2. Submit a list of all personnel who will be involved in the abatement activity including, supervisors, workers, and any other personnel or agent who may be responsible for any aspect of the abatement activities. The list shall include all personnel's Asbestos Abatement Certification numbers and expiration dates. No personnel may be on-site if not certified.
3. Submit shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the Work areas detailed in this Specification and required by applicable regulations if necessary.
4. With the COUNTY or COUNTY'S consultant, inspect the premises wherein all abatement and abatement related activities will occur and submit a statement signed by both, agreeing on property condition prior to the commencement of the Work.

B. Abatement activities:

1. Contractor shall submit, as required by the COUNTY, job progress reports detailing abatement activities.
2. Contractor shall keep daily copies of Work site entry logbooks with information on worker and visitor access. This must include the names and certification numbers and an outline of Work accomplished by those who enter.
3. Contractor shall submit a copy of emergency procedures.
4. Contractor shall record a log of all personnel who enter the Work area which will be made available to the COUNTY or COUNTY'S consultant upon request.
5. Submit copies of all transport manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the Work area during the abatement process within seven (7) calendar days of completion of project.
6. The Project will not be considered complete until all submittals are received by the COUNTY, which will affect payment for the project.

1.06 QUALITY ASSURANCE

- A. Asbestos Firm Qualifications: An experienced firm that has specialized in asbestos abatement Work similar in size and scope to that indicated for this Project.
 1. Asbestos abatement workers must be licensed by the Iowa Division of Labor for the purpose of removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by or composed of asbestos containing materials.
- B. Regulatory Requirements: Comply with governing OSHA, IDNR and U.S. EPA notification regulations before beginning renovation or demolition activities. Comply with

hauling and disposal regulations of authorities having jurisdiction.

- C. Pre-Abatement Conference: Attend conference at Project site.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The Contractor shall provide all materials and supplies necessary to complete the project.
- B. Store all materials so as to prevent damage or contamination.
- C. Damaged or deteriorating materials shall not be used.
- D. Containment materials shall be a minimum of 4 mil thick for walls and covering stationary objects. Containment materials for floors and other uses shall be at least 6 mil in thickness.
- E. Disposal bags shall be a minimum of 6 mil in thickness, pre printed with labels as required by 40 CFR 61.22(j)(3)(i)(C) and 49 CFR Part 172.
- F. Disposal drums shall be metal or fiberboard with locking ring tops. Stick on labels conforming to (E) shall be applied.
- G. Warning signs as specified by OSHA 29 CFR 1910.1001(j)(1)(ii) shall be used.
- H. Surfactant shall be a 50/50 mixture of polyoxyethyleneether and polyoxyethylene ester, or quivalent, mixed 1 fluid ounce to 5-gallon proportion, or as specified by the manufacturer.

2.02 EQUIPMENT

A. General

- 1. The Contractor shall supply all tools and equipment necessary to complete the project.
- 2. A sufficient quantity of HEPA filtered air filtration units must be utilized to maintain required air exchanges.
- 3. Full body disposable protective clothing impenetrable to asbestos shall be provided to authorize personnel as needed.
- 4. Approved safety equipment shall be provided as needed.
- 5. Equipment needed to complete the project such as scaffolds (may not be wood per the Fire Prevention Bureau (FPB) Policy 2011-3), ladders, and hand tools, and other tools shall be provided as needed.
- 6. HEPA filtered vacuums shall be available as needed during the project.

B. Respiratory Equipment

- 1. Respiratory protection in compliance with applicable OSHA regulations shall be provided.
- 2. For Class I work, the abatement workers and supervisors shall wear, at a minimum, powered air-purifying respirators with appropriate HEPA filters until such time that personal and short-term excursion limit samples show airborne asbestos levels of

0.3 f/cc or less. After these levels are achieved, the abatement workers and supervisors may switch to 1/2 face negative pressure respirators. If airborne asbestos levels reach a level of over 0.3 f/cc, PAPR's must again be utilized.

C. Protective Clothing

1. Disposable clothing including head, and foot protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.
2. Launderable clothing, if required, shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.
3. Hard hats, protective eyewear, gloves, rubber boots, and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of asbestos abatement required.
- B. Contractor to verify all quantities of ACM.

3.02 PREPARATION

- A. The Contractor shall post signs at all entrances to the job site, or 20 feet from the Work area at 30-foot intervals around the perimeter of the job site. 24-hour site security should be provided to eliminate unauthorized entry to the Work area.
- B. The Contractor will shut off and lock out all electric power feeding the job site. The Contractor will then provide temporary power together with ground fault circuit interrupters to supply the electrical needs of the project. The COUNTY will provide electrical power if able to be reconnected at the project site.
- C. All alterations to the Work area for purposes of containment set up or removal shall be the responsibility of the Contractor unless agreed upon previously with the COUNTY.
- D. The Contractor will shut down and lock out all HVAC systems that supply or pass through the Work area. Seal all vents with tape and two layers of six mil polyethylene (poly).
- E. The Contractor will arrange for sanitary facilities for abatement personnel outside the Work area and maintain them in a sanitary condition.
- F. The Contractor is responsible for providing water for project purposes.
- G. The Contractor will preclean all movable objects in the Work area and remove them to an uncontaminated area.
- H. The Contractor shall preclean all fixed objects and surfaces in the Work area. After precleaning, enclose fixed objects in at least six mil poly sheeting and seal securely with tape. Use the precleaning form in this specification to record the date, method, area, and identity of the supervisor.
- I. The Contractor shall cover floors in the work area with two layers of six mil poly. Floor material shall extend at least 12 inches up side walls. Seams that may allow leakage will be minimized and staggered.

- J. The Contractor shall cover walls in the work area with two layers of six mil containment material. Wall material shall overlap floor materials by at least 12 inches.
- K. The Contractor shall provide a worker decontamination system where workers will enter and exit the work area.

3.03 GENERAL PROCEDURES

A. Removal of ACM

1. Wet all asbestos containing material with water or an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material, however, do not allow excessive water to accumulate in the Work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Wetting procedures are not equally effective on all types of asbestos containing materials but shall be used in all cases.
2. Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of Work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
3. Material removed from each Work area shall not be dropped or thrown into disposal trucks or bins. Material should be removed as intact sections or components whenever possible and carefully lowered to the truck or bin container.
4. Each Work area shall be cleaned until it is free of ACM and/or contaminated debris or until approved by Consultant. Should any visible residue remain, including nails or staples, it will be assumed to be asbestos and the work area will be recleaned by the Contractor and reinspected. A visual inspection form will be signed by the Contractor and Consultant following passing of a visual inspection.
5. Following successful completion of the visual inspection, the Consultant will conduct PCM clearance air monitoring. Number and placement of clearance samples will be determined by the Consultant. All clearance samples will indicate concentrations of 0.01 fibers per cubic centimeter (f/cc) or lower with a 95% upper confidence limit for release of the work area for phase contrast analysis.
6. Areas exceeding 0.01 f/cc for phase contrast analysis will be recleaned and retested until satisfactory levels are measured.
7. After acceptable clearance sample levels have been achieved, the containment material may be removed. Exposed surface may then be wet cleaned or HEPA vacuumed as needed.

B. Disposal of ACM

1. As the Work progresses, to prevent exceeding available storage capacity on-site, sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged disposal location.
2. Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAPS and applicable state and local guidelines and regulations.
3. All Waste Shipment Records shall be delivered to the COUNTY. A recommended record keeping format utilizes the Waste Shipment Record (WSR) which includes

the names and addresses of the Generator (COUNTY), Contractor, Transporter, and Disposal Site, the estimated quantity of the asbestos waste and the type of containers used. The form should be signed by the Contractor, the Transporter and the Disposal Site Operator, as the responsibility for the material changes hands. Instructions can be found with the Waste Shipment Records.

4. The Contractor and Transporter should retain a copy of the WSR upon completing their portion of it. The Disposal Site Operator should retain a copy and return a completed copy to the Generator within 45 days of the ACM leaving the Project Area.
5. All ACM that is readied for transport must be labeled with the name of the waste generator and the location at which the waste was generated. The contractor is responsible for providing the label.
6. Once debris have been removed from the Work area, they shall be loaded into a lined or enclosed truck for transportation.
7. The enclosed cargo area of the truck shall be free of debris and lined with six mil poly sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the side walls. Wall sheeting shall be overlapped and taped into place.
8. Any debris or residue observed on containers or surfaces outside of the Work area resulting from cleanup or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.

3.04 ABATEMENT PROCEDURES

A. Class I Work

1. Removal of Asbestos Containing Materials
 - a. The Contractor shall wet all asbestos materials with amended water and saturate it to the substrate. Saturate the asbestos material sufficiently so that at no time will there be fiber release from dry asbestos. Misting or spraying may be used to assist in fiber settling.
 - b. Immediately following removal, wet asbestos shall be packed into bags or drums. Seal containers and move them to the waste container airlock. Bags should not be overfilled. Asbestos waste with sharp components shall be contained in drums before removal from the Work area.
 - c. Asbestos material shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 50-feet above the floor, a dust-tight chute shall be constructed to transport the material to containers on the floor or the material may be containerized at elevated levels (e.g., on scaffolds) and carefully lowered to the ground by mechanical means. For materials between 15 and 50 feet above the ground, they may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.
 - d. Bags of asbestos waste shall be removed from Work area at the end of each shift to prevent water leakage.
 - e. Surfaces from which asbestos was stripped shall be brushed or hand cleansed until no visible asbestos residue remains.

- f. Special circumstances (e.g., live electrical equipment or live steam lines) may prohibit the adequate use of wet methods to reduce fiber concentrations. For these situations, a dry removal may be required. The contractor will have to acquire special permits, different from those mentioned herein from the NESHAP enforcement agency.
2. Clean-up Procedures
 - a. Collect and containerize all visible accumulations of asbestos containing materials and debris.
 - b. Wet clean all surfaces in the Work area using rags, mops, or sponges, as appropriate.
 - c. Remove all containerized waste from the Work area and waste container airlock.
 - d. Decontaminate and remove all unnecessary tools and equipment.
 - e. Inspect the Work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the Work area shall be recleaned.
 - f. Apply a thin coating of an encapsulating agent to all surfaces in the Work area to seal in non-visible residue. The Contractor shall verify the compatibility of any encapsulating agent with future replacement material.
- B. Class II Asbestos Work - Flooring
1. Resilient flooring shall be removed by wetting the sharp point where the material will be cut and during delamination. Rip-up of resilient flooring is prohibited.
 2. Mechanical chipping is prohibited unless performed in a NPE.
 3. Tiles shall be removed intact unless the employer demonstrates that intact removal is not possible.
 4. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.
- C. Class II Asbestos Work - Roofing
1. Roofing material shall be removed intact to the extent possible.
 2. Cutting machines shall be continuously misted during use, unless misting substantially decreases worker safety.
 3. All loose dust left from cutting operations must be immediately HEPA vacuumed.
 4. Unwrapped or unbagged roofing material must immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift.
 5. Upon being lowered to the ground, unwrapped material shall be transferred to a closed receptacle in such a manner as to preclude the dispersion of dust.
 6. Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down.
 7. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.
- D. Class II Asbestos Work - Siding, shingles, or transite panels

1. Cutting, abrading, or breaking of these materials shall be prohibited unless the employer can demonstrate that other methods less likely to release asbestos fibers cannot be used.
2. Each panel or shingle shall be sprayed with amended water prior to removal.
3. Unwrapped or unbagged panels or shingles must immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in an impervious waste bag or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift.
4. Nails shall be removed intact. If determined they are not able to be removed intact, Contractor may cut with flat, sharp instruments.
5. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

E. Class II Asbestos Work - Gaskets

1. If a gasket is unlikely to be removed intact, removal shall be undertaken within a glovebag.
2. The gasket shall be thoroughly wetted with amended water prior to removal.
3. The wet gasket shall immediately be placed in a disposal container.
4. Any scraping to remove residue must be performed wet.
5. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

F. Class II Asbestos Work - Other

1. The material must be thoroughly wetted with amended water prior to removal.
2. The material shall be removed in an intact manner unless the employer demonstrates that intact removal is not possible.
3. Cutting, abrading, or breaking of these materials shall be prohibited unless the employer can demonstrate that other methods less likely to release asbestos fibers cannot be used.
4. ACM removed, shall be immediately bagged or wrapped, or kept wetted until transferred to a closed receptacle, no later than the end of the Work shift.
5. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.

G. Class III Asbestos Work

1. Work shall be performed using wet methods.
2. To the extent feasible, the Work shall be performed using local exhaust ventilation.
3. Where the disturbance involves drilling, cutting, abrading, sanding, chipping, breaking, or sawing of TSI or surfacing material, the employer shall use impermeable drop cloths, and shall isolate the area using mini-containments or glovebags.
4. The employer shall contain the area using impermeable drop cloths and plastic barriers or their equivalent, or shall build an NPE.
5. The regulated areas are to be established and all removal workers are to wear

appropriate respirators and protective clothing.

H. Class IV Asbestos Work

1. ACM or PACM debris will be promptly cleaned using wet methods and/or HEPA vacuuming.
2. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing.
3. In areas where friable TSI or surfacing materials are located, waste and debris must be assumed to contain asbestos.

3.05 GLOVEBAG PROCEDURES

- A. Glovebagging may not be performed on pipes whose temperature exceeds 150 degrees Fahrenheit.
- B. The regulated areas are to be established and all removal workers are to wear appropriate respirators and protective clothing
- C. At least two persons shall perform the work on each individual glovebag.
- D. A protective shroud of at least six mil poly shall be placed under the glovebag area. A plastic barrier shall be utilized if the glovebag area is occupied.
- E. Loose and friable material adjacent to the glovebag is to be wrapped and sealed in two layers of six mil poly.
- F. Glove bags must be installed so that they completely cover the pipe or other structure where asbestos removal work is to be done. Glove bags shall be installed by cutting the sides of the glove bag to fit the size of the pipe form which asbestos is to be removed. The glove bag is attached to the pipe by folding the open edges together, stapling them, and securely sealing them with tape. All openings in the glove bag must be sealed with duct tape or equivalent to prevent any leakage from the bag.
- G. Each glove bag is to be smoke tested after installation on the pipe prior to beginning removal. Smoke testing will be done by the Consultant by inserting the smoke tube through a small hole in the glove bag. The glove bag is then filled with smoke, the tube is removed, and the hole patched with duct tape. The glove bag is then squeezed. If smoke escapes from the glove bag, the leak is to be sealed. Removal may begin after approval by Consultant.
- H. The employees who are performing the asbestos removal with the glove bag must don at least a half mask dual-cartridge HEPA filtered respirator and wear disposable protective clothing. Respirators should be worn by employees who are in close contact with the glove bag and who may thus be exposed as a result of small gaps in the seams of the bag or holes punched through the bag by a razor knife or a piece of wire mesh.
- I. A HEPA filtered vacuum is to be inserted into the glovebag and left running continuously during the glovebag removal.
- J. The material to be removed must be adequately wetted with a wetting agent prior to removal. The removed asbestos material from the pipe or other surface must be thoroughly wetted with a wetting agent (applied with a sprayer wand inserted through a small hole cut in the bag with an airtight seal).
- K. A wetting agent must then be used to spray any layer of dry material that is exposed beneath the mesh, the surface of the stripped underlying structure, and the inside of the

glove bag.

- L. After removal of the layer of asbestos containing material, the pipe or surface from which asbestos has been removed must be thoroughly cleaned with a brush and wet wiped with a wetting agent until no traces of the asbestos containing material can be seen.
- M. Any asbestos containing insulation edges that have been exposed as a result of the removal or maintenance activity must be encapsulated with bridging encapsulant to ensure that the edges do not release asbestos fibers to the atmosphere after the glove bag has been removed.
- N. When the asbestos removal and encapsulation have been completed, the bag may be removed from the pipe and sealed with tape to keep the asbestos materials safely in the bottom of the bag. The glove bag must then be double bagged in a labeled six mil bag, sealed, and removed from the work area to be disposed of properly.

3.06 SCOPE OF WORK

A. Fire Door Insulation Removal

1. Remove the asbestos containing fire door insulation. All asbestos removal Work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A single cell decontamination unit must be attached to the containment.

The asbestos containing material is to be wetted before and during removal. The fire doors are to be removed intact to the extent possible. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

B. Linoleum Removal

1. Remove the asbestos containing linoleum. All asbestos removal Work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A single cell decontamination unit must be attached to the containment.

The asbestos containing material is to be wetted before and during removal. The linoleum is to be removed intact to the extent possible. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

C. Ceiling Tile Removal (Dispose of Track)

1. Remove the asbestos containing ceiling tile. All asbestos removal work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A full three chamber decontamination unit must be attached to the containment.

The floor(s) in the containment area are to have a minimum of two layers of six mil poly. The walls are to have a minimum of two layers of four mil poly.

The asbestos containing material is to be wetted before and during removal. The linoleum is to be removed intact to the extent possible. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

D. Sink Insulation Removal

1. Remove the asbestos containing sink insulation. All asbestos removal Work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The Contractor is to drape one layer of six mil poly on the ground immediately underneath the removal area. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A single cell decontamination unit must be attached to the containment.

The asbestos containing material is to be wetted before and during removal. The sink and insulation is to be removed intact to the extent possible. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

E. Floor Tile Removal

1. Remove the asbestos containing floor tile. All asbestos removal Work is to be done

as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly. The containments must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A single cell decontamination unit must be attached to the containment.

The asbestos containing floor tile is to be wetted before and during removal. The floor tile is to be removed in an intact manner if possible. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

F. Roof Paper Removal

1. Remove the asbestos containing roof paper. All asbestos removal Work is to be done as per this specification. The asbestos containing material is to be wetted before and during removal. The roof paper is to be removed intact to the extent possible. Roof level heating and ventilation air intake sources shall be isolated, or the ventilation system shall be shut down.

Cutting machines shall be continuously misted during use, unless misting substantially decreases worker safety. All loose dust left from cutting operations must be immediately HEPA vacuumed. Unwrapped or unbagged roofing material must immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift. Upon being lowered to the ground, unwrapped material shall be transferred to a closed receptacle in such a manner as to preclude the dispersion of dust.

The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

G. Roof Paper Removal

1. Remove the asbestos containing roof paper. All asbestos removal Work is to be done as per this specification. The asbestos containing material is to be wetted before removal. The roof paper is to be removed intact to the extent possible. Roof level heating and ventilation air intake sources shall be isolated, or the ventilation system shall be shut down.

Cutting machines shall be continuously misted during use, unless misting substantially decreases worker safety. All loose dust left from cutting operations must be immediately HEPA vacuumed. Unwrapped or unbagged roofing material must

immediately be lowered to the ground via covered, dust-tight chute, crane or hoist, or wrapped in plastic sheeting and lowered to the ground no later than the end of the Work shift. Upon being lowered to the ground, unwrapped material shall be transferred to a closed receptacle in such a manner as to preclude the dispersion of dust.

The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

H. Caulking / Expansion Joint Compound Removal

1. Remove the asbestos containing caulking/expansion joint compound. All asbestos removal Work is to be done as per this specification. The Contractor is to drape one layer of six mil poly on the ground immediately underneath the removal area. The poly is to be draped in such a manner as to catch any asbestos debris that may be caused by the removal process.

The asbestos containing material is to be wetted before and during removal. All of the asbestos containing material which is removed is to be appropriately double bagged or double wrapped in six mil poly. The disposal bags or poly are to be appropriately labeled with OSHA, DOT, and waste generator labels. All asbestos containing material is to be properly disposed of at an approved landfill.

The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

I. Thermal System Insulation Removal In-Containment

1. Remove the asbestos containing thermal system insulation. All asbestos removal Work is to be done as per this specification. The Contractor is to remove all movable objects in the containment area. All objects which must remain in the containment areas are to be sealed with a minimum of one layer of six mil poly.

The Contractor is to seal all critical barriers. Any HVAC critical barriers are to be sealed with a minimum of two layers of six mil poly applied as described in this specification. The walls are to have a minimum of two layers of at least six mil poly applied as described in this specification. The floors are to have a minimum of two layers of six mil poly applied as described in this specification. The containment must have a minimum of four air changes per hour and a differential pressure of 0.02 column inches of water. A full three chamber decontamination unit must be attached to the containment.

The asbestos containing material is to be wetted before and during removal. The

asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

J. Overhang Concrete Board

1. Remove the asbestos containing overhang concrete board. All asbestos removal Work is to be done as per this specification.

The asbestos containing material is to be wetted before and during removal. The overhang concrete board is to be removed in an intact manner. The Contractor is to drape one layer of six mil poly on the ground around the perimeter of the building beneath the overhang concrete board. The poly is to be draped in such a manner as to catch any asbestos debris that may be caused by the removal process. Nail or staples shall be removed intact. If determined they are not able to be removed intact, the Contractor may cut with flat, sharp instruments.

The asbestos containing material is to be wetted before and during removal. The asbestos containing material must immediately be placed in six mil poly bags with the appropriate OSHA, DOT, and waste generator labels affixed. If the contractor is using barrels, barrels must be cleaned prior to removal from the contained area. The asbestos containing material is to be disposed of at an approved landfill.

The Contractor is responsible for cleaning up the ACM debris in the removal area by wet methods, HEPA-filtered vacuums, or a combination of each. All waste materials generated by cleaning activities must be properly packaged, labeled, and properly disposed of at an approved landfill that accepts asbestos waste materials

END OF SECTION

SECTION 31 10 00
SITE CLEARING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above and below grade site improvements.
 - 6. Disconnecting, capping or sealing, and removing site utilities.
 - 7. Temporary erosion- and sedimentation-control measures.
- B. Related Sections
 - 1. Section 01 10 00 – Summary
 - 2. Section 01 50 00 – Temporary Facilities and Controls
 - 3. Section 02 41 00 – Demolition

1.02 MEASUREMENT AND PAYMENT

- A. Work specified in this section is included in the lump sum contract price.

1.03 DESCRIPTION

- A. For this project, the site will need to be cleared of existing utilities. Vegetation to remain and known utilities are identified on the Drawings.
- B. Utilize Iowa Utility One-Call at 800 292 8989 or 811 for locates for those utilities which subscribe to this service.
- C. Do not commence site clearing operations until temporary erosion control and plant protection measures are in place.
- D. Soil stripping, handling, and stockpiling shall be performed only when the topsoil is dry or slightly moist.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 VEGETATION

- A. Locate and clearly identify trees to remain. Flag tree trunks at 54 inches above the ground.

3.02 EXISTING UTILITIES

- A. Contractor will arrange for disconnecting and sealing utilities that serve existing structures before site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed. Verify utilities are sealed or capped prior to proceeding with site clearing.
- C. Excavate for and remove underground utilities indicated to be removed.

END OF SECTION

SECTION 31 23 00
EXCAVATION AND FILL

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Excavation.
 - 2. Fill material.
 - 3. Site grading.
 - 4. Topsoil.
 - 5. Seeding.
- B. Related Sections
 - 1. Section 01 10 00 – Summary
 - 2. Section 01 50 00 – Temporary Facilities and Controls
 - 3. Section 02 41 00 – Demolition
 - 4. Section 31 10 00 – Site Clearing

1.02 MEASUREMENT AND PAYMENT

- A. Work specified in this section is included in the lump sum contract price.

1.03 SUBMITTALS

- A. Product data for each type of product indicated.
- B. Certification of grass seed from seed vendor for each grass-seed mono-stand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Product certificates for fertilizers, signed by product manufacturer.
- D. Planting schedule indicating anticipated planting dates for each type of planting.

1.04 DESCRIPTION

- A. Contractor is responsible for excavation of the site and backfilling voids. Backfill must consist of appropriate materials. Contractor is responsible for the final grading, addition of topsoil, and seeding.

1.05 QUALITY ASSURANCE

- A. Deliver grass seed mixture in original, sealed, labeled, containers. Seed in damaged packaging is not acceptable.
- B. Proceed with planting only when existing and forecasted weather conditions permit.
- C. Guarantee seeded area for duration of one year after seeding to be alive and in satisfactory growth at end of guarantee period.

1. For purpose of establishing acceptable standard, scattered bare spots, none larger than 1 square feet will be allowed up to maximum of 3% seeded area.
 2. Acceptance will be based upon meeting this standard one year after substantial completion or after reseeding.
 3. No weed seeds allowed. If excessive weeds grow, Contractor may be required to spray and reseed at COUNTY'S discretion.
 4. During the warranty period, correct and reseed as originally specified, any defects in the seeded areas and grass stand, such as weedy areas, eroded areas, and bare spots, until all affected areas are accepted by the Engineer.
 5. Areas reseeded under the warranty shall be warranted for an additional one-year period.
- D. The following ASTM International standards may be referenced in this section.
1. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lb/ft³ (600 kN-m/m³)).
 2. D4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill material may consist of approved material acquired from excavations or material hauled from off-site sources.
1. Low plasticity cohesive soil characterized as lean clay free of rubble and organic material.
 2. On-site topsoil material is material excavated from the top 12 inches of the site.
- B. Suitable material identified on-site shall be used first for backfill.
- C. Excess excavated native soils which are not used as backfill shall become the property of the Contractor and shall be disposed of off-site by the Contractor in a location.
- D. Provide fresh, clean, new crop, certified seed complying with tolerance for germination and purity and free of poa annua, bent grass, and noxious weed seed. Furnish all seeds from an established seed dealer or certified seed grower. All materials and suppliers are to follow Iowa Seed Law and Iowa Department of Agriculture and Land Stewardship regulations.
1. Use fertilizer of the grade, type, and form specified that complies with rules of the Iowa Department of Agriculture and Land Stewardship.
 2. Use a sticking agent that is a commercial material recommended by the manufacturer to improve adhesion of inoculant to the seed. For small quantities less than 50 pounds, the sticking agent need not be a commercial agent, but it must be approved by the Consultant and must be applied separately, prior to application of inoculant.
 3. Mulch may only consist of the following options:

- a. Straw mulch: provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- b. Fiber mulch: biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- c. Non-asphaltic tackifier: colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

PART 3 EXECUTION

3.01 GENERAL EXCAVATION

- A. Excavation operations shall be conducted so that material outside of Work area will not be disturbed.
- B. All excess suitable material excavated from the site and not used for backfill shall be removed from the site and become property of the Contractor.

3.02 BACKFILL

- A. Scarify existing material within 8 inches of top of backfill elevation.
- B. Excavation must be backfilled and graded to drain immediately after demolition and excavation phases are completed.
- C. Excavation areas shall not sit empty nor allow stormwater to collect in excavated areas.
- D. Compacted backfill shall be placed to 4" below finished grade.

3.03 GRADING

- A. 4" topsoil shall be placed and fine graded to match existing site grade at the edges of the site. Grade shall be restored to original drainage or such as to not allow accumulation of precipitation.

3.04 SEEDING

- A. Seed mix shall be permanent contractor seed mix applied by seed drill with a no till attachment or a hydraulic-seeding.
- B. Provide mulch and water to establish an acceptable stand of grass.
 - 1. Use enough water to keep the soil and mulch moist to a depth of 1 inch and ensure growth of the seed. For turfgrass seeding areas, sufficiently water to keep the soil moist for a minimum of 21 days. If natural rainfall is adequate to keep the soil and mulch moist, artificial watering may not be needed.

END OF SECTION

DRAWINGS

APPENDIX 1 – Hazardous Materials Inspection Report

APPENDIX 2 – Asbestos Containing Materials Inspection Report

APPENDIX 3 – Asbestos Diagrams and Field Forms

**APPENDIX 4 – Iowa DNR 10-Day
Notification Form**

APPENDIX 5 – Bid Plans

**APPENDIX 6 – Woodbury County Home
Blueprints – 1980**

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

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:

ACTION REQUIRED / PROPOSED MOTION:



July 11, 2022

Woodbury County Board of Supervisors
620 Douglas Street, Room 104
Sioux City, Iowa 51102

Sioux City City Council
405 6th Street, PO Box 447
Sioux City, Iowa 51102

RE: Letter of Understanding - additional 28th St. improvements

Dear Chairperson Radig:

The City of Sioux City ("City") and Woodbury County ("County"), Iowa are important partners in our mutual efforts to work together in the spirit of cooperation in developing each other's interests in meeting the greater public good.

On June 8, 2020 the County and the City entered into a 28E Agreement governing the development of real estate located in the vicinity of 3701 28th Street, Sioux City, Iowa, for the proposed Woodbury County Jail Site Improvements Project. Among other things, the 28E agreement provided for construction of offsite improvements along 28th Street necessary for the Woodbury County Jail Site Improvements Project. Due to additional anticipated development along 28th Street, City has requested that certain additional items be included in the bidding documents for the 28th Street improvements.

This letter is to serve as a "Letter of Understanding" to establish the additional commitments made by each party regarding the construction of the improvements along 28th Street to ensure that both parties are proceeding according to a mutually-agreed set of expectations to avoid any miscommunication.

Under the terms of this Letter of Understanding, the County agrees to the following:

1. The County agrees to include the additional items set forth below in the project for the construction of 28th Street improvements (Woodbury County Law Enforcement Center Offsite Improvements).

Under the terms of this Letter of Understanding, the City agrees to the following:

1. The City shall pay all costs associated with adding the following items to the 28th Street improvement project (Woodbury County Law Enforcement Center Offsite Improvements):
 - a. LINE 004 - 7.0 in. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)
 - b. LINE 013 - 8-inch DR-14, C900 PVC Potable Water Main (Mid-American)
 - c. LINE 015 - 8-inch Gate Valve (Mid-American)
 - d. LINE 021 - 2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)
 - e. LINE 023 - Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)
 - f. LINE 025 - Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)
 - g. LINE 038 - 10" SDR 26 PVC Gravity Sewer (Mid-American)
 - h. LINE 040 - 4-FT Diameter Precast Standard Concrete Manhole (Mid-American)
 - i. LINE 042 - Fiber-Optic (City of Sioux City)
 - j. LINE 044 - Fiber-Optic Handhole (City of Sioux City)
 - k. LINE 102 - 14" x 23" Elliptical RCP Storm Pipe (Mid-American)
 - l. LINE 103 - 14" x 23" Elliptical RCP Flared End Section with Rip Rap Outlet Protection (Mid-American)
 - m. LINE 107 - Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)

- n. LINE 109 - Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)
 - o. LINE 303 - 6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)
2. The units and quantities for these additional items requested by City are set forth in **Addendum #2** which is attached hereto and by this reference incorporated herein.
 3. Items k. through o. above are bid alternatives and will be included in the final contract for the project only if mutually agreeable to the parties after the bids are received.
 4. The City shall pay all costs associated with **Change Order #1** which is attached hereto and by this reference incorporated herein.



Robert E. Scott
Mayor
City of Sioux City

Chairperson
Woodbury County Board of Supervisors

Attachments:

Addendum #2- Contract Attachment: Bid Items, Quantities, and Prices for Woodbury County Law Enforcement Center Offsite Improvements Project

Change Order #1

**ADDENDUM #2
CONTRACT ATTACHMENT:
BID ITEMS, QUANTITIES, AND PRICES FOR**

Woodbury County Law Enforcement Center Offsite Improvements Project

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS BID SUBMITTED IN ACCORDANCE WITH INSTRUCTIONS TO BIDDERS, NOTICE OF TAKING BIDS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE COUNTY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY PERCENT (20%) OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

BASE BID					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
001	Mobilization, Demobilization, & Bonding	LS	1	\$	\$
002	7.0 in. Concrete Pavement (28th Street)	SF	104,060	\$	\$
003	7.0 in. Concrete Pavement (Outer Drive)	SF	15,070	\$	\$
004	7.0 in. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)	SF	10,690	\$	\$
005	Rumple Strip	LF	2,015	\$	\$
006	Pavement Markings	LF	7,310	\$	\$
007	Signage	LS	1	\$	\$
008	7.0 in. Concrete Pavement Replacement	SF	365	\$	\$
009	6.0 in. Asphalt Pavement Replacement	SF	4,160	\$	\$
010	Fence & Gate Replacement	LF	90	\$	\$
011	Road Lighting	LS	4	\$ 0	\$ 0
012	Temporary Traffic Control	LS	1	\$	\$
013	8-inch DR-14, C900 PVC Potable Water Main (Mid-American)	LF	145	\$	\$
014	16-inch DR-14, C900 PVC Potable Water Main	LF	3,450	\$	\$

015	8-inch Gate Valve (Mid-American)	EA	2	\$	\$
016	16-inch Butterfly Valve	EA	4	\$	\$
017	Air Release Valve	EA	1	\$	\$
018	Fire Hydrant	EA	10	\$	\$
019	Sanitary Sewer Manhole Rim Adjustment	EA	1	\$	\$
020	2-FT Concrete Curb and Gutter	LF	7,360	\$	\$
021	2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)	LF	275	\$	\$
022	Earthwork (Cut)	CY	3,560	\$	\$
023	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	4,275	\$	\$
024	Earthwork (Fill)	CY	13,960	\$	\$
025	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	CY	15	\$	\$
026	6-inch Perforated Subdrain	LF	7,360	\$	\$
027	15-inch RCP Storm Pipe	LF	1,355	\$	\$
028	15-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	1	\$	\$
029	18-inch RCP Storm Pipe	LF	460	\$	\$
030	18-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	1	\$	\$
031	24-inch RCP Storm Pipe	LF	30	\$	\$
032	Single Gate Intake (SW-501)	EA	13	\$	\$
033	Single Gate Intake (SW-503)	EA	1	\$	\$
034	72-inch RCP Storm Pipe	LF	325	\$	\$
035	72-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	4	\$	\$

036	8-inch SDR 26 PVC Gravity Sewer	LF	210	\$	\$
037	10-inch SDR 26 PVC Gravity Sewer	LF	4,205	\$	\$
038	10-inch SDR 26 PVC Gravity Sewer (Mid-American)	LF	525	\$	\$
039	4-FT Diameter Precast Standard Concrete Manhole	EA	21	\$	\$
040	4-FT Diameter Precast Standard Concrete Manhole (Mid-American)	EA	2	\$	\$
041	Fiber-Optic	LF	4,270	\$	\$
042	Fiber-Optic (City of Sioux City)	LF	2,305	\$	\$
043	Fiber-Optic Handhole	EA	5	\$	\$
044	Fiber-Optic Handhole (City of Sioux City)	EA	4	\$	\$
045	Gas Main Extension	LS	1	\$ 28,343.00	\$ 28,343.00
046	Temporary Erosion Control	LS	1	\$	\$
047	Cleanup and Restoration	AC	8.0	\$	\$
048	Final Seed, Fertilizer, and Mulch	AC	8.0	\$	\$
049	LEC Fire Service Connection	LS	1	\$	\$
050	LEC Water Service Connection	LS	1	\$	\$
BASE BID TOTAL CONSTRUCTION COST:					\$

BID ALTERNATE 1					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
101	Deduct the total of the following line items from the Base Bid: 020-033				\$
102	14" x 23" Elliptical RCP Storm Pipe (Mid-American)	LF	100	\$	\$

103	14" x 23" Elliptical RCP Flared End Section with Rip Rap Outlet Protection (Mid-American)	EA	2	\$	\$
104	18-inch RCP Storm Pipe	LF	42	\$	\$
105	18-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	2	\$	\$
106	Earthwork (Cut)	CY	7,835	\$	\$
107	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	980	\$	\$
108	Earthwork (Fill)	CY	10,535	\$	\$
109	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	CY	35	\$	\$
TOTAL BID ALT 1 CONSTRUCTION COST:					\$

BID ALTERNATE 2					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
201	2-inch Mill/Overlay	SF	68,340	\$	\$
TOTAL BID ALT 2 CONSTRUCTION COST:					\$

BID ALTERNATE 3					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
301	Deduct the total of the following line items from the Base Bid: 002 & 004				\$
302	6.0 in. Asphalt Pavement	SF	104,060	\$	\$
303	6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)	SF	10,690	\$	\$
TOTAL BID ALT 3 CONSTRUCTION COST:					\$

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #1
 County Woodbury
 Project Woodbury County LEC
Offsite Improvements
 Job No. 00-278

Sioux City Engineering Company Contractor

You are hereby directed to make the following changes from the contract

1. Description and reason for change (attach supplemental sheets if required):

2. Estimate of cost of work affected by this change order:


A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	27	15-inch RCP Storm Pipe	LF	1,355	970	(385)	\$ 44.00	\$ (16,940.00)
2	29	18-inch RCP Storm Pipe	LF	460	0	(460)	\$ 49.00	\$ (22,540.00)
3	30	18-inch RCP Flared End Section With Rip Rap Outlet Protection	EA	1	0	(1)	\$ 1,775.00	\$ (1,775.00)
4	32	Single Grate Intake (SW-501)	EA	13	9	(4)	\$ 2,550.00	\$ (10,200.00)
5	51	30-inch RCP Storm Pipe	LF	0	395	395	\$ 94.00	\$ 37,130.00
6	52	36-inch RCP Storm Pipe	LF	0	475	475	\$ 102.00	\$ 48,450.00
7	53	36-inch RCP 30' Bend	EA	0	2	2	\$ 4,200.00	\$ 8,400.00
8	54	36-inch x 72-inch RCP Tee	EA	0	1	1	\$ 7,630.00	\$ 7,630.00
9	55	60-inch I.D. Circular Single Grate Intake (SW-502)	EA	0	4	4	\$ 6,700.00	\$ 26,800.00
							Total	\$ 76,955.00

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:


1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ 76,955.00
3. INCREASE PREVIOUS	\$ -
4. TOTAL INCREASE TO DATE	\$ 76,955.00
5. TOTAL	\$ 2,766,558.50

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:
Toth and Associates, Inc.

By (Printed) Matt Miller, PE
 Signature 
 Date 12/10/2021

Contractor Approval:
Sioux City Engineering Company

By (Printed) Jason Sulzbach
 Signature 
 Date 1-5-2022

County Approvals:
Woodbury County Board of Supervisors

By (Printed) _____
 Signature _____
 Date _____

RESOLUTION NO. 2022 - 0714
with attachments

RESOLUTION APPROVING A LETTER OF UNDERSTANDING BETWEEN THE CITY OF SIOUX CITY AND WOODBURY COUNTY IN CONNECTION WITH THE PROPOSED WOODBURY COUNTY JAIL SITE IMPROVEMENTS PROJECT FOR CITY UTILITY COSTS.

WHEREAS, as part of the Woodbury County Jail Site Improvements Project, a new Law Enforcement Center is being constructed; and

WHEREAS, on June 8, 2020, pursuant to Resolution No. 2020-0469, Woodbury County and the City of Sioux City entered into a 28E Agreement governing the development of real estate located in the vicinity of 3701 28th Street, Sioux City, Iowa; and

WHEREAS, on March 1, 2021, pursuant to Resolution No. 2021- 0198, Woodbury County and the City of Sioux City entered into a Letter of Understanding regarding the construction of the new Law Enforcement Center and approval of a plan for the redevelopment of the Law Enforcement Center location at 407 7th Street, Sioux City, Iowa and the Elk Creek Road Development; and

WHEREAS, an additional Letter of Understanding between Woodbury County and the City of Sioux City, a copy of which is attached hereto and by this reference made a part hereof, sets forth the City's portion of costs to install new infrastructure including water, sanitary, and storm utilities to accommodate development in the area which includes the new proposed MidAmerican Energy Site in which the County has let the underlying utility contracts; and

WHEREAS, said Letter of Understanding should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the Letter of Understanding between Woodbury County and the City of Sioux City, in connection with the proposed Woodbury County Jail Site Improvements Project as referred to in the preamble hereof, be and the same is hereby approved and the Mayor be and he is hereby authorized and directed to execute said Letter of Understanding for and on behalf of the City of Sioux City, Iowa.

PASSED AND APPROVED: July 11, 2022



Robert E. Scott, Mayor

ATTEST: 

Lisa L. McCardle, City Clerk

WOODBURY COUNTY LIBRARY-Moville
Air Conditioner Issue
July 20, 2022

The Woodbury County Library Board was first made aware of issues with the air conditioning at the June 9, 2022 meeting and was told the City of Merville was working to get it fixed. When the Library Board met on Wednesday, July 13, 2022, we learned that the City of Merville had informed us that the AC repair part won't be available for another 10-12 weeks due to supply chain issues with a computer chip.

Since then, the Library Board has informed the City of Merville that this isn't acceptable, as our staff can't continue to work in such an oppressive environment, that we aren't providing adequate service to the residents of Rural Woodbury County and Merville by being forced to close at noon due the heat in the building, and that we fear damage to our materials in the Library from the humidity and heat.

The AC unit at the Merville Community Center (which provides AC for the Library) quit working the week of May 23rd. Merville City Hall was notified that Monday, May 23rd, and again on Tuesday, May 31st.

As the temperature and humidity have increased, the books have begun to take on moisture. The library staff notified the City of Merville and 3 working de-humidifiers were brought in on Monday, July 11th. While the units help with the humidity, they are very loud and add a great deal of extra heat to the building.

The Library staff has suffered through with fans and by opening the doors in the mornings (as none of the windows open in the building). This has created other problems as we had birds enter the building, along with bugs (wasps, flies, spiders) and dust. The Library has been closed most afternoons with staff being sent home since June 9th as the temperatures become oppressive in the building (often it is cooler outside). The Library closed early 16 days in June and 11 so far in July.

Summer is the busiest times for the Library with reading programs for children as well as educational workshops. (Our "bugs" program had 98 attendees!) The reading program scheduled for June 7th-July 14th had to be limited to morning only activities due to concerns about the heat from parents and paid presenters. This was very frustrating to families who look forward to the programs, and for the staff who spent a great deal of time preparing for the programs.

Following the meeting on the 13th, Eric and Carol Nelson of Merville have loaned the library the use of a portable AC unit that will cool one room for the staff to work. The Library Board has contacted CW Sutter about getting temporary cooling units, and Sutter has located 2 portable rental AC units that will be available on Friday, July 22nd for \$2140/month each, plus installation. The units require a 208/230-volt 1 phase 60-amp power source, which will also have to be arranged.

The Library Board is working with the City of Merville to get temporary units rented and installed. However, we wanted to make the Woodbury County Board of Supervisors aware of the situation in case of any payment issues as this certainly was not an anticipated expense by the City of Merville, and we really need to get the resolved ASAP.

Thank you,

Carol Nelson
Woodbury County Library Board Secretary

WOODBURY COUNTY LIBRARY-Moville
Air Conditioner Issue UPDATE
July 21, 2022

The City of Menville held a City Council meeting on Wednesday, July 20th, and included on the agenda the AC issue at the Community Center/Woodbury County Library. They discussed the cost of getting temporary cooling units and then discussed the purchase of a new AC unit. With the purchase of a new AC unit, the HVAC Company providing the unit explained that the broken "control unit" needing repair could be by-passed and the AC turned back on. It was explained that this process could possibly damage the existing unit in the long run, but since a new one was being purchased, this wasn't a concern in the short-term (they hope!)

The motion to purchase a new unit and by-pass the control unit so that the AC could be turned back on was approved. If the by-pass works as planned, AC should be back on in the Library by early next week (week of July 25th). If the by-pass doesn't work, we will still need to pursue the option of getting something temporary.

We will keep you posted as to the status of the by-pass as soon as we know results.

Thank you,

Carol Nelson
Woodbury County Library Board Secretary

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

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:

ACTION REQUIRED / PROPOSED MOTION:

Memorandum of Understanding

This Memorandum of Understanding entered into by and between Woodbury County, Iowa (“Employer”) and the Communications Workers of America, AFL-CIO, Civilian Officers’ CWA 7177 (“Union”), effective July 1, 2022, and continuing until such time as the parties shall agree otherwise:

1. The current Master Contract between Employer and Union is effective July 1, 2021 through June 30, 2025 (“Union Contract”).

2. In light of the anticipated opening of the new Law Enforcement Center, Employer has performed a wage study of comparable positions to those positions covered under the Union Contract within a 50-mile radius as well as within like counties outside of a 50-mile radius. To remain competitive with comparable job positions while at the same time respecting the property tax burden in Woodbury, County, Employer has determined to make a voluntary wage increase for positions covered by the Union Contract. Such additional cost for said increase is currently proposed to be paid using ARPA funds for FY 23. Union is in agreement with this voluntary wage increase.

3. The Employer intends to pay hourly wages to positions covered under the Union Contract according to the following schedule:

3 rd Class	\$23.33
2 nd Class	\$24.28
1 st Class	\$25.26
Senior	\$28.00
Master	\$31.26
Sergeant	\$34.57

Employer would intend to apply the negotiated raise of 2.75% for FY 23/24 to this wage schedule for wages beginning with the first full pay period in July 2023.

4. Union recognizes that this wage increase is voluntary by Employer and not required by the Union Contract. Employer may determine at any time in its sole discretion, upon proper Human Resources and Board of Supervisor action, to adjust this voluntary higher wage schedule. Union agrees that any decision by Employer to reduce this voluntary higher schedule, so long as the rates remain at or higher than the applicable schedule set forth in the Union Contract, would not form the basis for a grievance or prohibited practice complaint.

5. Nothing herein shall alter or amend the terms set forth in the Union Contract, including but not limited to the agreement by the parties to a wage reopener for FY 24-25.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly-authorized representatives on the date above.

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS
OF AMERICA

By: _____

By: _____

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

Date: 7/19/2022

Weekly Agenda Date: 7/26/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Pat Gill, County Auditor

WORDING FOR AGENDA ITEM:

Consideration of resolution approving the rate of pay for Woodbury County Precinct Election Officials

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This is a resolution approving an increase in pay for precinct election officials.

BACKGROUND:

Precinct Election Official pay is established by the Board of Supervisors. The last increase in pay for Woodbury County Precinct Election Officials was approved in August of 2016 when it was raised from \$8 and \$9 per hour to the current rate of \$10 and \$12 per hour for Precinct Election Officials and Chair People respectively.

This resolution reflects an increase to \$15 and \$17 an hour plus a rate of time and half after eight hours of work per shift.

FINANCIAL IMPACT:

Due to the change in Iowa election law, we believe the current budgeted dollars will be sufficient.

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:

Approve a new rate of pay including a time and half rate for hours worked after eight hours per shift for Precinct Election Officials.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve a resolution establishing a new rate of pay for Woodbury County Precinct Election Officials.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A RATE OF PAY FOR WOODBURY COUNTY PRECINCT ELECTION OFFICIALS AND PRECINCT ELECTION CHAIRPERSONS

WHEREAS, Iowa Code Section 49.20 states that the members of election boards shall receive compensation at a rate established by the Board of Supervisors while engaged in the discharge of their duties and shall be reimbursed for actual and necessary travel, and

WHEREAS, Section 49.125 states that the members of election boards attending a training course shall be paid for attending such course, and shall be reimbursed for travel at the rate determined by the Board of Supervisors, and

WHEREAS, the rates of pay for the Precinct Election Officials and Precinct Election Chairpersons are currently \$10.00 and \$12.00 per hour, respectively, and have not increased since 2016, and

WHEREAS, the duties of Precinct Election Officials and Precinct Election Chairpersons have become greater and more complex due to changes in election laws and equipment, and

WHEREAS, some election days require Precinct Election Officials and Precinct Election Chairpersons to work up to fourteen hours per shift, and

WHEREAS, the Auditor & Recorder/Commissioner of Elections requests that the rates of pay be raised to \$15.00 and \$17.00 per hour for Precinct Election Officials and Precinct Election Chairpersons respectively, and

WHEREAS, the Auditor & Recorder/Commissioner of Elections requests that an hourly rate of one and half times the regular rate be established for all hours worked after eight hours worked per shift be established

BE IT THEREFORE RESOLVED there is established a rate of one and half times the regular rate for hours worked after eight hours per shift for Precinct Election Officials and Precinct Election Chairpersons.

BE IT FUTHER RESOLVED that the Woodbury County Board of Supervisors hereby sets the hourly rate for Precinct Election Officials at \$15.00 per hour and the hourly rate for Precinct Election Chairpersons at \$17.00 per hour, effective July 26, 2022.

SO RESOLVED this 26th day of July, 2022

Board Chair: _____

Attestation: _____

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

Date: 06/07/2022 Weekly Agenda Date: 07/26/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of resolution to join in statewide application for FHWA safety funds

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

To be eligible for federal grants for safety improvements on county roads, Woodbury County must have a safety action plan in place. Grant money is available to complete the plan.

BACKGROUND:

As part of the new federal IIJA Bill, there is over \$1B of safety funding available in the form of Safe Streets and Roads for All (SS4A) grants, over the 5 years of the bill. As part of the requirements to apply for and receive SS4A grant funds for particular construction projects (low cost systemic applications or site specific projects), a county MUST have a safety action plan in place.

FINANCIAL IMPACT:

As part of this grant application, the recommended funding will be 80% federal-aid matched with 20% HSIP-Secondary Swap. If successful, there would be a ZERO cost to any participating county. These plans can cost \$30K-\$50K if done individually at some later point in time.

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:

Recommend approval of the resolution to participate in the statewide application for development of a safety action plan for Woodbury County roads.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution to participate in the statewide application for the preparation of a safety action plan for Woodbury County Roads.

RESOLUTION FOR PARTICIPATION IN SS4A GRANT APPLICATION

Resolution No. _____

WHEREAS, as part of the new Federal Transportation Bill, Infrastructure Investment and Jobs Act (IIJA), there is over \$1B of roadway safety funding available in the form of Safe Streets and Roads for All (SS4A) grants. To be an eligible applicant for this new safety funding, a county MUST have an eligible Action Plan in place; and

WHEREAS, the Iowa County Engineers Association (ICEA) plans to apply for a SS4A grant to develop and supply all 99 counties in Iowa with an eligible Action Plan at no cost to the counties. ICEA encourages all 99 counties to participate in this grant application; and

WHEREAS, the Woodbury County Board of Supervisors will commit to achieve significant declines in roadway fatalities and serious injuries in Woodbury County; and

WHEREAS, the Woodbury County Board of Supervisors recognizes the Action Plan and will assist the County Engineer's department in achieving the goal of a dramatic decrease in roadway fatalities and serious injuries by the years 2030 and 2050, respectively; and

WHEREAS, the Woodbury County Board of Supervisors, after consulting with the Woodbury County Engineer, desires to participate in a joint SS4A grant to develop and receive an eligible Action Plan for Woodbury County.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF Woodbury COUNTY that this County does hereby request to be included in the statewide SS4A grant to develop Actions Plans for all 99 counties in Iowa.

Resolution adopted this _____ day of July 2022.

Woodbury County Board of Supervisors

Board of Supervisors Chairperson

ATTEST:

Woodbury County Auditor

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

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:

ACTION REQUIRED / PROPOSED MOTION:

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

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:

ACTION REQUIRED / PROPOSED MOTION:

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

Date: 7/21/22 Weekly Agenda Date: 7/26/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Rocky De Witt

WORDING FOR AGENDA ITEM:

Decision on whether to move forward to amend wind turbine ordinance, changing set back to 2500 feet from 1250 feet.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Rural constituents have asked for setback increase.

BACKGROUND:

As Woodbury County does not have strictest setback requirements, this Board needs to consider amending setbacks to 2500 feet or more.

FINANCIAL IMPACT:

0

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:

Vote to revisit current ordinance

ACTION REQUIRED / PROPOSED MOTION:

Approve to move forward to amend wind turbine ordinance, changing setback to 2500 feet from 1250 feet.

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

Date: 7/20/2022

Weekly Agenda Date: 7/26/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor J. Taylor

WORDING FOR AGENDA ITEM:

Update on Rolling Hills Governance Board

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Due to a military obligation, I am unable to attend the Board Meeting but wanted to provide a written update as to the 7-20-22 Rolling Hills Governance Board meeting.

BACKGROUND:

There were three notable items:

- 1) We held the evaluation of Dawn Mentzer, CEO. While this was in closed session, I will publicly state that we have an invaluable leader who has helped navigate many changes in Iowa Code, the addition of many counties including our own, and the overseeing of transitioning to core services funded by state dollars.
- 2) Our Crisis & Stabilization Center personnel discussed the new "988" number, which is used for crisis related to suicide and by which they have seen the fruit of that initiative and labor in shepherding people to their care.
- 3) The IRSH (Intensive Residential Support House) in Sioux City is the last of 8 core services that is a 4-bedroom home set up for 4 clients. 7 staff are hired with 4 more left to fill. They are identifying who these clients with complex needs will be in coordination with Iowa Behavioral Health Services. In working with the MCOs, they will get pre-authorization for 90 days, 180 days, or up to even a year with the first client being taken in August and a philosophy of "no reject, no eject." This is a needed and valuable service that Rolling Hills has helped to work on adding for some time.

FINANCIAL IMPACT:

N/A

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:

Receive the information.

ACTION REQUIRED / PROPOSED MOTION:

Receive the information.

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

Date: 7-21-22

Weekly Agenda Date: 7-26-22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

2022 Siouxland Chamber Annual Meeting

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item presents the Board of Supervisors with an opportunity to discuss and possibly take action on whether or not the county will obtain Chamber Member tables for the Siouxland Chamber of Commerce Annual Meeting.

BACKGROUND:

The county has participated in this annual meeting since 2014. Each table consists of 10 persons. In the past, elected officials and department heads had the opportunity to have a seat. If any would be left over, their spouses could attend at their cost of \$100 per ticket.

FINANCIAL IMPACT:

Up to \$2000

The County Community & Economic Development Department budget \$2000.00 for this event in the current fiscal year (FY 22/23).

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:

Reach consensus through discussion and take possible action

ACTION REQUIRED / PROPOSED MOTION:

To be determined

siouxlandchamber.com ~ chamber@siouxlandchamber.com
712.255.7903
101 Pierce Street ~ Sioux City, Iowa 51101-1485
SIOUXLAND CHAMBER OF COMMERCE

Siouxland
Chamber
of Commerce

36TH ANNUAL DINNER

featuring keynote speaker

MIKE POMPEO

U.S. Secretary of State

CIA Director

U.S. House of Representatives

U.S. Army

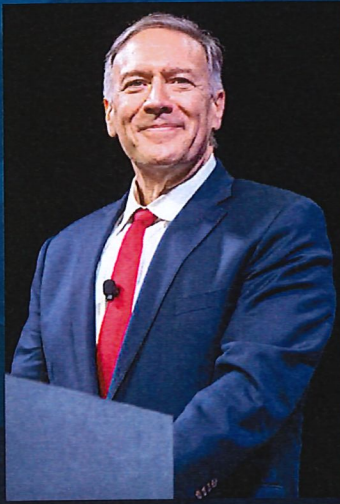
U.S. Military Academy at West Point

Thursday, September 22, 2022 | Sioux City Convention Center | 801 4th Street, Sioux City

Siouxland Chamber of Commerce Annual Dinner

Thursday, September 22, 2022

5:15 p.m. *Social* 6:00 p.m. *Color Guard Presentation/National Anthem*
6:15 p.m. *Dinner & Chamber Program* 8:00 p.m. *Keynote Address*



Michael R. Pompeo is the only person in U.S. history to have led both the State Department as Secretary of State and the Central Intelligence Agency as Director.

Pompeo's extraordinary legacy of leadership began, when, as a teenager, he reported to the United States Military Academy at West Point to attend college. After graduating first in his class from West Point in 1986, Mr. Pompeo served as a cavalry officer patrolling the Iron Curtain before the fall of the Berlin Wall and with the 2nd Squadron, 7th Cavalry in the U.S. Army's Fourth Infantry Division.

Upon completing his military service, Pompeo attended law school at Harvard, where he was an editor of the Harvard Law Review, earning his Juris Doctor in 1996. He worked as an attorney immediately following Harvard, and then founded Thayer Aerospace, a global supplier to the world's leading commercial and military aircraft manufacturers, serving as CEO. He later became president of Sentry International, an oilfield equipment, distribution, and service company.

Mr. Pompeo left the private sector to represent Kansas' 4th Congressional District in the U.S. House of Representatives. Elected four times, he served from 2011-2017 with committee assignments including Intelligence, Energy and Commerce, and the House Select Committee on Benghazi.

Mr. Pompeo left Congress upon his nomination by the President and confirmation by the Senate to serve as the Director of the CIA. He remained at the CIA until he was nominated and confirmed to lead the State Department as the 70th Secretary of State in 2018.

Chamber Members - \$100 | Table of Ten (10) Members - \$1,000 | General Public - \$120 | Table of Ten (10) General Public - \$1,200

Limited sponsorships are available for premium seating on a first come, first served basis

Reservations can be made online at siouxlandchamber.com
or by phone at 712.255.7903

The courtesy of your reply is appreciated by September 7, 2022