



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(SEPTEMBER 6, 2016) (WEEK 36 OF 2016)

NOW LIVE STREAMING!



<https://www.youtube.com/watch?v=7QQ0sePQEtI>

Agenda and Minutes also available at
www.woodburycountyiowa.gov

Larry D. Clausen 389-5329 lclausen@woodburycountyiowa.gov	Mark A. Monson 204-1015 mmonson@woodburycountyiowa.gov	Jaclyn D. Smith 898-0477 jasmith@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held September 6, 2016 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.**
- | | |
|--|-------------|
| 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence | |
| 2. Citizen Concerns | Information |
| 3. Approval of the agenda September 6, 2016 | Action |
| 4. Approval of the minutes of the August 30, 2016 meeting | Action |
| 5. Discussion and approval of claims | Action |
| 6. Good News Reports: Dave Drew | Information |
| a. Deputy Cleveringa and his exemplary service | |
| b. Woodbury Ranked High for Traveler Spending | |
| 7. Human Resources – Ed Gilliland | |
| a. Approval of Memorandum of Personnel Transaction | Action |
| 8. Board of Supervisors – Jeremy Taylor | |
| Approval of resolution thanking and commending Mikki Paul for her years of services to Woodbury County | Action |
| 9. Board Administration/Public Bidder – Heather Satterwhite | |
| Approval of Notice of Property Sale Resolution for Parcel #122580 | Action |

10. Building Services – Kenny Schmitz
 - a. Approval of Courthouse & LEC Building HVAC Automation Project - Engineering Contract Action
 - b. Approval of LEC & Courthouse HVAC Automation Systems – Project Management Contract Action
 - c. Approval of resolution establishing Courthouse Terra Cotta as an Emergency Repair Project Action
 - d. Courthouse Courtroom #203 status & update information Information
11. Chairman’s Report Information
 - a. Courthouse Historical Committee and 100 Year Anniversary Committee/Work Group
 - b. Follow up on Goldberg Group Architect Project
 - c. September 12th Sloan Town Hall Meeting at 7:00 p.m.
12. Reports on Committee Meetings Information
13. Citizen Concern Information
14. Board Concerns and Comments Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- TUESDAY, SEPTEMBER 6** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WEDNESDAY, SEPTEMBER 7** **12:00 noon** District Board of Health Meeting, 1014 Nebraska St.
- MONDAY, SEPTEMBER 12** **6:00 p.m.** Board of Adjustment meeting, Board of Supervisors' Chambers
- 7:00 p.m.** Sloan Town Hall Meeting, Sloan Community Hall, 423 Evans St.
- WEDNESDAY, SEPT. 14** **8:05 a.m.** Woodbury County Information Communication Commission, Board of Supervisors' Chambers
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:00 p.m.** County's Mayor Association Meeting, Public Safety Center Climbing Hill
- THURSDAY, SEPT. 15** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
- 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
- 7:00 p.m.** Siouxland Mental Health Center, Board Meeting, 625 Court Street
- MONDAY, SEPT. 19** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- WEDNESDAY, SEPT. 20** **12:00 noon** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
- 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street
- MONDAY SEPT. 26** **6:00 p.m.** Zoning Commission Meeting, Board of Supervisors' Chambers
- 7:30 p.m.** Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa.
- TUESDAY, SEPT. 27** **2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- 1:30 p.m.** Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
- MONDAY, OCTOBER 3** **6:00 p.m.** Board of Adjustment meeting, Board of Supervisors' Chambers
- TUESDAY, OCTOBER 4** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WEDNESDAY, OCTOBER 5** **12:00 noon** District Board of Health Meeting, 1014 Nebraska St.
- THURSDAY, OCTOBER 6** **5:00 p.m.** Conservation Board Meeting, Little Sioux Park

The following Boards/Commission have vacancies: Commission To Assess Damages - Category A, Category B, Category C and Category D

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.

AUGUST 30, 2016 —THIRTYSECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, August 30, 2016 at 4:00 p.m. Board members Clausen, Smith, and Taylor were present at 4:00. Ung was present by phone after first roll call. Monson was present at 4:20. Board members present at regular meeting were Monson, Ung (present by phone), Clausen, Taylor, and Smith. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor /Clerk to the Board.

1. Motion by Clausen second by Taylor to go into closed session per Iowa Code Section 21.5(1)(c). Carried 3-0 on roll-call vote.

Motion by Clausen second by Monson to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

2. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
3. There were no citizen concerns.
4. Motion by Clausen second by Taylor to approve the Agenda for August 30, 2016. Carried 5-0. Copy filed.
5. Motion by Monson second by Smith to approve the minutes of the August 23, 2016 Board meeting. Carried 5-0. Copy filed.
6. Motion by Clausen second by Smith to approve the claims totaling \$913,431.54. Carried 5-0. Copy filed.
- 7a. A Good News report was presented to recognize Mildred Davis, a long time Precinct Election Official for her years of service and acting as an able spokesperson for the Auditor's Office recruiting efforts. Copy filed.

Motion by Monson second by Clausen to receive for signatures a Resolution Thanking and Commending Precinct Election Official Mildred Davis for her service to Woodbury County. Carried 5-0.

RESOLUTION #12,419
A RESOLUTION THANKING AND COMMENDING
PRECINCT ELECTION OFFICIAL
MILDRED DAVIS
FOR HER SERVICE TO WOODBURY COUNTY

Whereas, The Woodbury County Board of Supervisors appreciate and understand the valuable role that Precinct Election Officials play in the establishment of integrity and credibility in elections conducted in Woodbury County, and

Whereas, Mildred Davis has volunteered and worked in elections in Woodbury County for well over fifty years, and

Whereas, Mildred Davis is passionate in performing her duties as a Precinct Election Official and Precinct Election Chairperson, and

Whereas, Mildred Davis has been an able and willing spokesperson for the Woodbury County Auditor's Office in their attempt to recruit Precinct Election Officials, and

Whereas, Mildred Davis told her story to KCAU Channel 9 news to help those recruiting efforts,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, that the undersigned members of this Board thank and commend Mildred Davis for her dedication to duty and a reminder to us all of the importance of those duties that precinct election officials perform in elections conducted in Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of those signing below that the future hold only the best for this very deserving person, Mildred Davis.

BE IT SO RESOLVED this 30th day of August, 2016.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 7b. A Good News report on Woodbury County Tax rate ranking being more competitive was presented. Copy filed.
- 8a. Motion by Clausen second by Taylor to approve the separation of Toby Schroeder, Temporary Summer Laborer, Secondary Roads Dept., effective 8-19-16. End of Temporary Work.; the transfer of Joshua Widman, Asst. County Attorney, County Attorney Dept., effective 9-12-16, \$78,917/year, 0%. Transfer from Asst. Co. Attorney-Civil Division to Misdemeanor Criminal Division.; the appointment of Abigail Sills, Asst. County Attorney-Civil Division, County Attorney Dept., effective 9-13-16, \$55,721/year. Job Vacancy Posted 7-6-16. Entry Level Salary: \$55,721/year.; the reclassification of Douglas Shupe, District Foreman, Secondary Roads Dept., effective 9-14-16, \$65,221/year, 2%=\$1,373/yr. Per Wage Plan Matrix, 4 year Salary Increase.; and the reclassification of Kristine Timmins, Asst. County Attorney, County Attorney Dept., effective 9-17-16, \$93,720/year, 6.7%=\$5,942/yr. Per AFSCME Asst. County Attorney Contract agreement, from Step 11 to Step 12. Carried 5-0. Copy filed.
- 8b. Motion by Monson second by Smith to approve the request of Jean Jessen and her spouse to remain on County Health and Dental Insurance Plans. Carried 5-0. Copy filed.
- 8c. Motion by Taylor second by Monson to approve the Annual Fall Safety training for November 3, 2016 and financial impact. Carried 5-0. Copy filed.
- 8d. Motion by Clausen second by Taylor to approve the Annual Health Fair for November 15, 2016 and the financial impact. Carried 5-0. Copy filed.
- 8e. Motion by Smith second by Clausen to approve the Employee Wellness Screenings. Carried 5-0. Copy filed.
- 8f. Motion by Clausen second by Smith to approve flu shots for Woodbury County Employees. Carried 5-0. Copy filed.
- 8g. Information was presented on Specialty Med Costs. Copy filed.
9. Motion by Monson second by Smith to approve \$700 and 2 days (16 hours) of paid time off for the employee contribution campaign for United Way. Carried 5-0. Copy filed.
10. Motion by Monson second by Ung to approve and authorize the Chairperson to sign a Resolution establishing a new rate of pay for Woodbury County Precinct Election Officials. Carried 5-0.

RESOLUTION #12,420

A RESOLUTION ESTABLISHING A RATE OF PAY FOR WOODBURY COUNTY PRECINCT ELECTION OFFICIALS AND PRECINCT 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 \$8.00 and \$9.00 per hour, respectively, and have not increased since 2008, 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 sixteen hours per shift, and

WHEREAS, the Auditor & Recorder/Commissioner of Elections requests that the rates of pay be raised to \$10.00 and \$12.00 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 \$10.00 per hour and the hourly rate for Precinct Election Chairpersons at \$12.00 per hour, effective August 30, 2016.

SO RESOLVED this 30rd day of August 30, 2016
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 11a. Motion by Monson second by Clausen to approve a Ziegler Cat – 5 Year Customer Support Agreement for emergency generator services. Carried 5-0. Copy filed.
- 11b. Information was presented on a LEC facility master plan long term study. Copy filed.
- 11c. Information was presented on the condition of the Woodbury County Courthouse exterior Terra Cotta. Copy filed.
- 12. Motion by Monson second by Ung to approve a contract with Johnson Propane to supply county departments with propane gas for \$0.62 per gallon. Carried 5-0. Copy filed.
- 13. Motion by Clausen second by Monson to approve the contract between Bureau of Indian Affairs and Woodbury County to provide secure detention for Native American Youths. Carried 5-0. Copy filed.
- 14. The Chairperson reported on day to day activities.
- 15. The Board members reported on their committee meetings.
- 16. There were no citizen concerns.
- 17. Board members presented their concerns and comments.

The Board adjourned the regular meeting until September 6, 2016.

Meeting sign in sheet. Copy filed.

#6a

Karen James - Fwd: Deputy Cleveringa

From: Jeremy Taylor <jtaylor@woodburycountyiowa.gov>
To: HSATTERWHITE@woodburycountyiowa.gov, KJAMES@woodburycountyiowa.gov
Date: 9/1/2016 7:38 AM
Subject: Fwd: Deputy Cleveringa

Include for good news please as well as the article in the Journal today about tourism.

Thanks.

Supervisor Jeremy Taylor
Chairman, Woodbury County

Begin forwarded message:

From: "Dave Drew" <ddrew@woodburycountyiowa.gov>
Date: August 31, 2016 at 10:43:53 PM CDT
To: "Jeremy Taylor" <JTAYLOR@woodburycountyiowa.gov>, "Matthew Ung" <MATTHEWUNG@woodburycountyiowa.gov>
Subject: Fwd: Deputy Cleveringa

Gentleman,

I don't expect you to have a ceremony weekly for our Deputies. But, in a world of constant negativity directed toward law enforcement. I'm always grateful we serve in such an appreciative community.

I've enclosed a post on our FB page. The only part I can claim is I'm glad we hired him! He's an outstanding employee and public servant.

At about 3:00 this morning I was driving my 1 year old child to the hospital because he was having a hard time breathing. I ended up getting pulled over by 19th and Nebraska St. due to having a tail light and license plate light out. As the deputy was telling me why he pulled me over I explained to him where I was going. He opened up the back door to my vehicle and heard my sons labored breathing and told me to go ahead and get to the hospital. The officer that pulled me over was deputy Kyle Cleveringa. He followed me to the hospital, helped me carry my things into the ER, offered to hold my son while I filled out paper work, gave my son a stuffed toy truck, and was helping to comfort him by talking to him and giving him "hi-fives". My family and I are very thankful for deputy Cleveringa and everything he did for my son and I this morning. He went above and beyond and I cannot thank him enough. Could you please make sure he reads this and is made aware of how grateful we are that he pulled me over and helped me through that terrifying situation? Thank you so much Kyle! P.S. My son is fine and I will fix those lights asap! Thank you again!! Mindy Matthewson.

Sheriff,
Dave Drew

Facebook post thanking Woodbury deputy goes viral



Mindy Mathewson ▸ Woodbury County Sheriff's Office

17 hrs · 🌐

At about 3:00 this morning I was driving my 1 year old child to the ho because he was having a hard time breathing. I ended up getting pu over by 19th and Nebraska St. due to having a tail light and license ; light out. As the deputy was telling me why he pulled me over I expla him where I was going. He opened up the back door to my vehicle a heard my sons labored breathing and told me to go ahead and get t

SIOUX CITY | A mother's Facebook post thanking a Woodbury County deputy for his kindness during a traffic stop went viral Thursday.

Wednesday night, Sioux City resident Mindy Mathewson posted to the Woodbury County Sheriff's Office Facebook page describing her experience after being pulled over by Deputy Kyle Cleveringa around 3 a.m. Wednesday.

The post said she was driving her 1-year-old son to the hospital because he was having a hard time breathing. While traveling, she was pulled over by Cleveringa, who told her a taillight and license plate light were out.



Mindy Mathewson

18 hours ago

At about 3:00 this morning I was driving my 1 year old child to the hospital because he was having a hard time breathing. I ended up getting pulled over by 19th and Nebraska St. due to having a tail light and license plate light out. As the deputy was telling me why he pulled me over I explained to him where I was going. He opened up the back door to my vehicle and heard my sons labored breathing and told me to go ahead and get to the hospital. The officer that pulled me over... [See More](#)

5.4K

114

634

After explaining to the deputy that she was on the way to the hospital, the deputy followed her there, helped her carry items into the emergency room and helped to comfort her son.

"My family and I are very thankful for deputy Cleveringa and everything he did for my son and I this morning," the post states. "He went above and beyond, and I cannot thank him enough."

The post ended: "P.S. My son is fine and I will fix those lights asap!"

As of 12:30 p.m. Thursday, the post had generated 5,600 likes, more than 550 shares and 100 comments.

The Woodbury County Sheriff's Office placed the post on its website Thursday morning along with a short description of the story.

"Thank you Deputy Kyle Cleveringa for being compassionate and caring when this young mother and her son needed it," the office's website said.

MORE INFORMATION

Study: Woodbury, Dickinson counties in top 10 for traveler spending

#6b



SIOUX CITY | Woodbury and Dickinson counties ranked eighth and ninth in Iowa for tourism-related spending in 2015, according to a new study by the U.S. Travel Association.

Travelers spent more than \$285 million in Woodbury County and \$276 million in Dickinson County in 2015, the study said. That spending directly supported 2,260 jobs in Woodbury County and 1,980 jobs in Dickinson County.

Sioux City Events and Facilities director Erika Newton said she is encouraged by the report, which also shows an increasing amount of traveler-generated local tax receipts and a rising tourism-related employee payroll for Woodbury County.

"Every year we continue to go up," Newton said. "We see that tourism continues to provide jobs, and I think we're definitely headed in the right direction."

Statewide, the study reports Iowa saw \$8.06 billion in tourism-related spending, a .06 percent increase from 2014. It was the second consecutive year tourism-related spending surpassed the \$8 billion mark in the state.

The study reported the state's top five counties for tourism spending -- Polk, Linn, Scott, Johnson and Black Hawk -- comprised half of the \$8.1 billion total, with Polk leading all counties at \$1.9 billion.

Newton said her goal is for Woodbury County to break into the top five counties for tourism-related spending. Next year, she said, the Events and Facilities Department plans to build money into the budget for tourism-focused marketing.

In the future, she said, projects such as Cone Park, the Bomgaars Ag Expo & Learning Center, the riverfront renovation and enhancements to the Tyson Events Center will enhance Sioux City's tourism appeal.

"There are tons of projects in the works right now that could be a big boost," she said.

Dickinson County is home to the Iowa Great Lakes region, a popular summer vacation destination.

Okoboji tourism director Rebecca Peters said she has also been encouraged by local tourism numbers.

"From everything we've seen, the tourism industry is really strong right now," Peters said. "According to all indicators, we're having just as good of a year as last year, if not better."

Peters credited newer attractions like the Okoboji Classic Car Museum and the Waterfront Event Center for helping boost year-round tourism opportunities at the Lakes in recent years.

Statewide, travel-generated employment reached 67,400 in 2015, or 4.3 percent of the state's non-farm employment. State tax receipts increased by nearly 25 percent, partially due to an increase in Iowa's fuel tax.

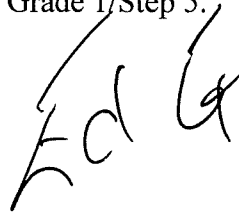
Auto transportation, food services and lodging are the top three spending categories for domestic travelers in Iowa, the study said.

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Ed Gilliland, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: September 6, 2016

For the September 6, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Juvenile Detention Assistant Director, 6 month Salary Increase.
- 2) Building Services Custodian, from Grade 1/Step 4 to Grade 1/Step 5.

A handwritten signature in black ink, appearing to read "Ed G", is located to the right of the list items.

Thank you

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Mikki Paul

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, Mikki Paul was born on September 13, 1917, and has raised four children who are now of retirement age, and

WHEREAS, 1917 was a year of significance for several reasons including the construction of the Woodbury County Courthouse, the beginning of J.R.R. Tolkien’s writing of “The Fall of Gondolin” while on medical leave from the British Army, the declaration of war by the United States on Germany, and the third attack of the Third Battle of the Ypres memorialized in a paintings on our Courthouse mural, and

WHEREAS, Mikki celebrates this year 99 years of spirited living by blessing people for nearly five decades in the movie theater business, and having previously desired to be in the movies, has become somewhat of a celebrity herself, and

WHEREAS, Mikki incredibly serves people with a smile at work each day at the Walmart on Singing Hills Boulevard showing up early to demonstrate preparation and a desire to do her work well as a greeter, and

WHEREAS, after 9 decades Mikki describes the world as having changed for the better and the secret to life to just enjoying every day, which she does in a self-effacing way; her life and character demonstrate someone whose spirit thrives amidst the very definition of active generations, and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thank and commend Mikki Paul for her years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Mikki Paul.

BE IT SO RESOLVED this 6th day of September, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Jeremy J. Taylor, Chairman

Jaclyn D. Smith, Member

Larry D. Clausen, Member

Mark A. Monson, Member

Matthew A. Ung, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

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

Date: 9/1/2016 Weekly Agenda Date: 9/6/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Heather Satterwhite, Public Bidder

WORDING FOR AGENDA ITEM:

Approval of Notice of Property Sale Resolution for Parcel #122580

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

BACKGROUND:

Minimum bid of \$206.00 has been set, due to interest in the property.

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:

Approve the resolution of Notice of Property Sale for parcel #122580 (2600 Center Street) with the public hearing and auction to be set for September 20th, 2016 at 4:35 p.m.

ACTION REQUIRED / PROPOSED MOTION:

Approve the Notice of Property Sale Resolution.

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #122580

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

**Lot Twelve Block Nine Crescent Park Addition, City of Sioux City, Woodbury County, Iowa
(2600 Center Street)**

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 **20th Day of September, 2016 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 **20th Day of September, 2016**, 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 \$206.00** 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 6th Day of September, 2016.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Jeremy J. Taylor, Chairman

REQUEST FOR MINIMUM BID

Name: Theresa Munchenk Date: 2-23-16

Address: P.O. Box 911, Killdear, ND 58640 Phone: 208-582-2035

Address or approximate address/location of property interested in:

2600 Center

GIS PIN # 894720137008

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

Legal Description:

Lot 12 Block 19 Crescent Park Addition City of
Sioux City, Woodbury County, Iowa

Tax Sale #/Date: 01058/2011 Parcel # 122580

Tax Deeded to Woodbury County on: 8/17/2016

Current Assessed Value: Land \$7,700 Building - Total \$7,700

Approximate Delinquent Real Estate Taxes: \$1,363⁻

Approximate Delinquent Special Assessment Taxes: \$3,008⁻

*Cost of Services: \$106⁻

Inspection to: Mark Monson Date: 2-23-16

Minimum Bid Set by Supervisor: \$100⁰⁰ plus cost of services of \$106⁻ for

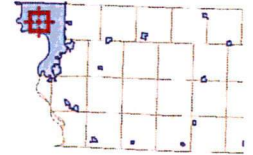
Date and Time Set for Auction: 9/20/16 @ 4:35pm a total of \$206 minbid.

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

tk



Overview



Legend

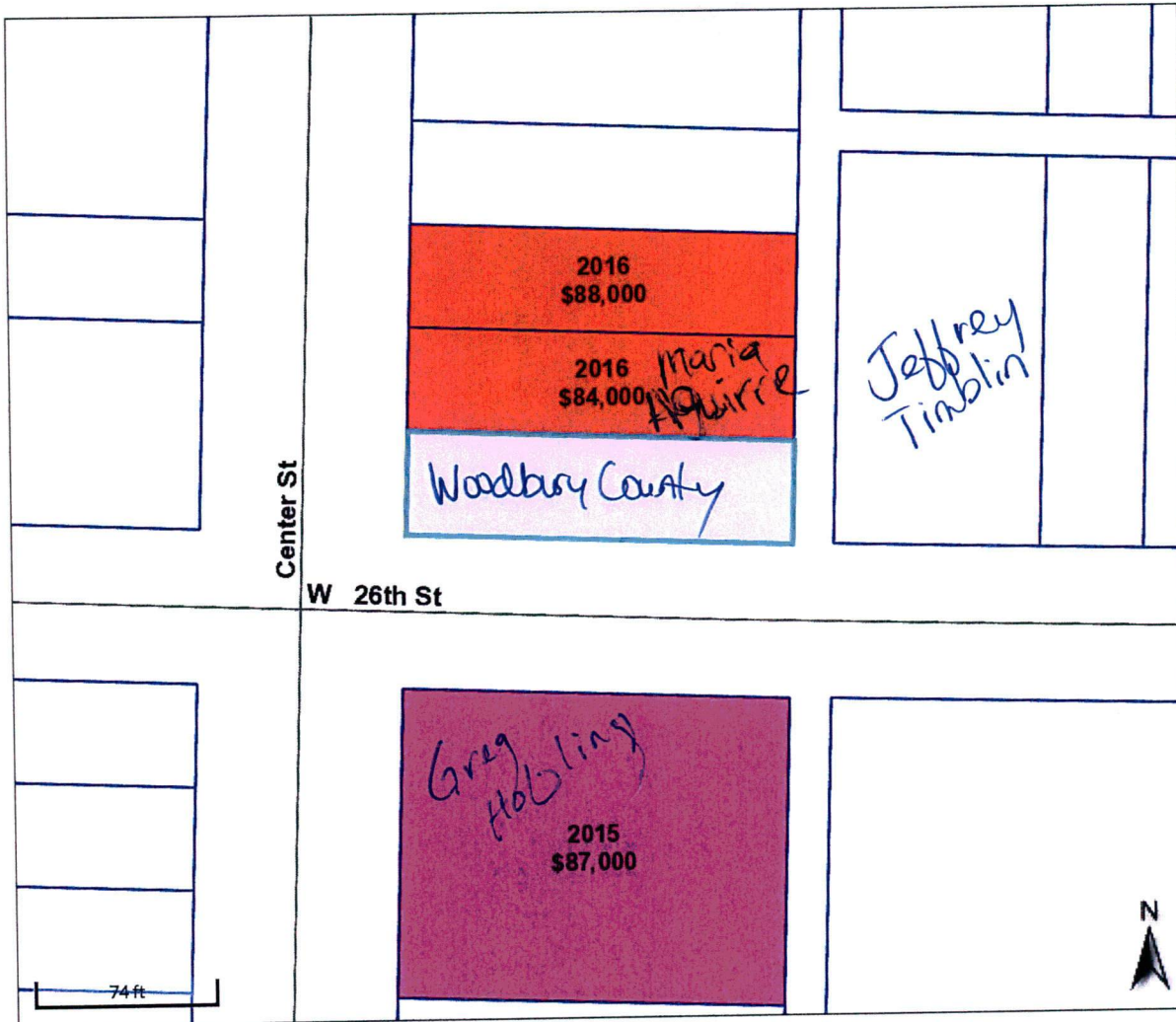
-  Roads
-  Corp Boundaries
-  Townships
- Residential Sales**
-  2014
-  2015
-  2016
-  Parcels

Parcel ID	894720137008	Alternate ID	122580	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2600 CENTER ST	Acreeage	n/a		18215 Waco St. NW
	SIOUX CITY				Anoka, MN 55303-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	CRESCENT PARK				
	LOT 12 BLK 9				
	(Note: Not to be used on legal documents)				

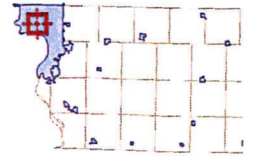
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Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Residential Sales
- 2014
- 2015
- 2016
- Parcels

Parcel ID	894720137008	Alternate ID	122580	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2600 CENTER ST	Acreage	n/a		18215 Waco St. NW
	SIOUX CITY				Anoka, MN 55303-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	CRESCENT PARK				
	LOT 12 BLK 9				
	(Note: Not to be used on legal documents)				

Date created: 9/1/2016
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 The Schneider Corporation

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

Date: 8/31/2016 Weekly Agenda Date: 9/06/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Approval of Courthouse & LEC Buildings HVAC Automation Project- Engineering Contract

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The HVAC Project by State code requires an Engineering firm to design the automation system, all components, and draft documents to be utilized in a bid process.

BACKGROUND:

On 8/23/2016 the Board of Supervisors approved a 2017 HVAC Capital Improvement Project to repair & upgrade HVAC building automation systems at the Woodbury County Courthouse & the Law Enforcement Center.

FINANCIAL IMPACT:

\$64,000.00 (2017 C.I.P.)

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:

Project scope requires an engineering firm by code. Resource Consulting Engineers is a logical choice since they are currently working on the Courthouse steam trap project and are already familiar with the facility.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Resource Consulting Engineers "Control System Upgrade" agreement dated August 24th, 2016, identifying RCE as the Project Engineer for the Courthouse & LEC, HVAC upgrade Automation Project

August 24, 2016



RESOURCE
CONSULTING
ENGINEERS LLC

Kenny Schmitz

Director of Building Services

Woodbury County
620 Douglas Street
Sioux City, IA 51101

Re: Woodbury County Courthouse and Law Enforcement Center – Control System Upgrades

Dear Kenny,

I am pleased to present you with this proposal for services related to a Control System Upgrades Project for the Woodbury County Courthouse and Law Enforcement Center. This proposal includes Engineering Design and Construction Administration Services for the project. I appreciate the opportunity to provide this proposal, and look forward to helping Woodbury County in significantly improving operational reliability and efficiency for these two important facilities.

Based on the decision made by the County Board of Supervisors at their meeting on August 23, 2016, we understand that the scope of this project will be to replace the existing Building Automation Systems (BAS) throughout the Woodbury County Courthouse and the Woodbury County Law Enforcement Center (LEC). Existing systems are a combination of digital, electric, and pneumatic controls, and do not allow for effective monitoring of systems and spaces, or diagnosing of system issues. The current systems also limit opportunities to improve both occupant comfort and building energy efficiency. Additionally, numerous existing actuators do not function properly and require replacement. Providing new Building Automation Systems for these facilities will help to improve occupant comfort, building energy performance, and building operation and monitoring capabilities.

Scope of services:

Services to be provided:

- Mechanical and Electrical Engineering Design Phase Services, including:
 - Site Surveys to document locations of existing control components and to determine requirements for new control systems, e.g., what sensors will be required to control a system and where they will be located
 - Development of sequence of operations for each system located in the Courthouse and LEC
 - Development of required points list for each system located in the Courthouse and LEC
 - Development of electronic background drawings for first floor of Law Enforcement Center (to be based on existing hard copy or scanned drawings provided by Woodbury County – field verification will not be completed in spaces other than those housing mechanical equipment)
 - Development of Drawings showing:
 - Locations of equipment to be controlled
 - Locations of control components not mounted at equipment, including temperature sensors, differential pressure sensors, static pressure sensors, etc.
 - Flow diagrams where necessary to communicate system configuration and control component locations
 - Details related to installation of new control components (valves, flow measurement devices, etc.)
 - Sequences of Operations
 - Point Lists
 - Information for required electrical power system modifications to serve new control components
 - Development of Project Manual, including:
 - Procurement and Contracting Requirements (Division 00 Specification Sections) – specific forms and requirements to be reviewed with County Personnel prior to development
 - General Requirements (Division 01 Specification Sections)
 - Technical Specifications (expected to include Division 23 and Division 26 Specification Sections)
 - Review meeting(s) with County Personnel to review proposed sequences of operations and point lists for new control systems

- Development of bid alternates as determined appropriate by County Personnel
- Review meeting with Woodbury County Personnel to verify required information is included in Contract Documents to be used for bidding the Project
- Production of contract documents to include:
 - Project Manual
 - Drawings
- Mechanical and Electrical Engineering Bidding Phase Services, including:
 - Response to requests for information
 - Attendance at pre-bid meeting
 - Preparation of Addenda as necessary
- Mechanical and Electrical Engineering Construction Phase Services, including:
 - Review of submittals
 - Response to contractor questions
 - Preparation of Supplemental Instructions, Proposed Contract Document Revisions, etc., as necessary
 - Attendance at project construction progress meetings
 - Field observations during construction phase as appropriate
 - Preparation of punch list
 - Incorporation of changes into electronic record documents

Not included (available upon request):

- Mechanical system design and construction services not listed above, including:
 - Heating and cooling load calculations
 - Ventilation calculations
 - Building pressurization analysis
 - Energy modeling services
 - Modifications to other mechanical systems not specifically identified above
- Development of electronic background drawings for Law Enforcement Center not specifically identified, or requiring field measurement and verification of all spaces

- Design of modifications to electrical power distribution system (other than those specifically required to serve control system modifications)
- Design of modifications to plumbing systems
- Design of modifications to fire alarm system (other than those associated with control of mechanical equipment such as air handling units)
- Design of modifications to lighting or lighting control systems
- Design of modifications to communications systems
- Design of modifications to building architectural components
- Building code analysis
- Review with Authority overseeing building areas listed on National Register of Historic Places (not believed to be required due to scope of project)
- Design of modifications to, or analysis of, building structural components
- Design of modifications to building systems other than those described herein
- Commissioning Services
- Civil Engineering services
- Support for LEED or other third party certification programs

Deliverables:

- Review Documents to be approved before production of Contract Documents, including detailed opinion of cost
- Contract Documents (assumed to be a single set for both buildings) to include:
 - Project Manual including Procurement and Contracting Requirements, General Requirements, and Technical Specifications
 - Drawings defining scope of Project Work (scope limited to necessary information to locate controlled equipment and system components – will not include all mechanical system components)

Schedule

We will work with Woodbury County and Baker Group to develop a detailed schedule for completion of documents once we have received a notice to proceed. Based on our understanding of the project at this time, we expect to be able to complete the work described in this proposal by mid-November of 2016.

Basic Services

We propose to provide the Architectural and Engineering Design and Construction Administration Services outlined above for a fixed fee of \$64,000. This fee is based on an expected total project construction cost of approximately \$820,000 or less.

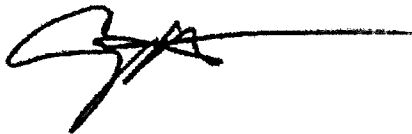
Additional services outside the scope defined in this proposal will be provided on an hourly basis. No additional services will be provided without prior authorization from Woodbury County. The hourly rates for staff expected to work on this project are as follows:

- Senior Mechanical Engineer/Project Manager - \$140/hour
- Senior Electrical Engineer - \$140/hour
- Mechanical or Electrical Engineer - \$125/hour
- Engineering Intern or Designer - \$80/hour
- Clerical - \$40/hour

Summary

I appreciate the opportunity to provide this proposal to provide design and construction administration services for a Controls System Upgrade Project at the Woodbury County Courthouse and Law Enforcement Center. If you have questions or comments regarding this proposal, please do not hesitate to share them with me. I would be happy to review scope and fees in detail if it is helpful. I look forward to working together on this project. Thank you.

Respectfully,



Corey B. Metzger, PE
Principal
Resource Consulting Engineers, LLC

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

Date: 8/31/2016 Weekly Agenda Date: 9/06/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Approval of LEC & Courthouse HVAC Automation Systems- Project Management Contract

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Contract provides Project Management Services for the HVAC Automation Systems Upgrade Project

BACKGROUND:

On 8/23/2016 the Board of Supervisors approved an HVAC Systems upgrade for the Courthouse & the LEC buildings.

FINANCIAL IMPACT:

\$13,940.00

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 Baker Group contract dated August 25th, 2016 for the Woodbury County Courthouse and Law Enforcement Center HVAC Controls Upgrade

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Baker Group contract dated August 25th, 2016 identifying Baker Group as Project Manager for the Woodbury County Courthouse and Law Enforcement Center HVAC Controls Automation Upgrade



Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 25th day of August in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:

Woodbury County Board of Supervisors
620 Douglas Street – Room 104
Sioux City, IA 51101

and the Construction Manager:

Baker Group
4224 Hubbell
Des Moines, IA 50317

for the following Project:

Woodbury County Court House and Law Enforcement Center
HVAC Upgrade
Sioux City, IA

The Professional Engineer is:

Resource Consulting
6116 South Duff Ave
Ames, IA 50010

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(1295279944)

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- 8 CLAIMS AND DISPUTES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

The Owner's Program shall be a joint effort of Baker Group's Facility Improvement Master Plan and Resource Consulting as the Engineering Design Team.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

Complete System Upgrade of all HVAC components in both buildings as determined by the Engineers specifications. This will include any upgrade to or replacement of the Boilers, Chillers, Building Automation and Controls, Air Distribution Systems and any related components to these systems.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Court House Budget is Five Hundred Forty Thousand Dollars (\$540,000)

Law Enforcement Center Budget is Two Hundred Eighty Thousand Dollars (\$280,000)

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Design phase to be completed by November 15, 2016 with Public Bid dates targeted for December 1, 2016.

.2 Commencement of construction:

Construction to commence upon approval and execution of the A132 Agreement between the Contractor and the Owner, and as approved by Woodbury County Board of Supervisors.

Init.

.3 Substantial Completion date or milestone dates: Full installation in both facilities by Sept 1, 2017 with operable systems during their respective season of need.

.4 Other:

Final Completion of work shall occur before October 1, 2017.

§ 1.1.5 The Owner intends the following procurement method for the Project:

Competitive bid.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

The Owner intends to issue separate contracts for the following scopes of work:

Mechanical Contractor
General Construction services as needed
Electrical Work
Building Automation Contractor

(Paragraphs deleted)

§ 1.1.7.1 The Work will be performed in actively occupied buildings, and the Construction Manager will be required to plan activities and verify schedules so that they will minimize interference with County activities.

§ 1.1.7.2 Prior to commencement of construction Work, the Construction Manager, in consultation with the Owner's Representative and Professional Engineer, shall confer with the State Historical Preservation Office and the National Park Service to gain their approval of any products being installed in the Court House to be acceptable in maintaining the building's National Historic Landmark designation. Any licensing, approval or inspection fees that may be required will be the responsibility of Woodbury County.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

Kenny Schmitz, Facility Services Manager

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

The Professional Engineer

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(Paragraph deleted)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Civil Engineer:

N/A

Init.

.4 Other:

N/A

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:

Shane Albrecht

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:

(Paragraph deleted)

Project Manager

Site Foreman: to be determined

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

N/A

.2 Other consultants:

N/A

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

N/A

§ 1.1.15 Other Initial Information on which the Agreement is based:

In addition to Construction Management services outlined in this agreement, Baker Group will also verify all systems for proper operation after installation, verify workable graphics from the Control Vendor, and coordinate with WCICC to set up a virtual server for the Building Automation System.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Construction Manager shall adjust its services and the Owner and the Construction Manager shall appropriately adjust the schedules, and the Construction Manager's compensation, as necessary, and as mutually agreed upon by the parties.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement and other services as may be necessary to provide a complete and accurate performance of services. The Construction Manager shall exercise reasonable care, in the event it engages engineers, consultants, subcontractors, agents, employees and/or officers (collectively the "Consultants"), to engage only such persons and entities who possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. Said consultants shall carry professional liability insurance. The Construction Manager assumes responsibility and liability for the acts, errors and omissions of its Consultants.

(Paragraph deleted)

§ 2.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance of this Project.

Init.

§ 2.2.2 The Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that it is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction and renovation of this Project.

§ 2.2.3 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of a Professional Engineer as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Professional Engineer, Construction Manager as Adviser Edition, as modified. The Construction Manager shall not be responsible for actions taken by the Professional Engineer.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00) combined single limit and two million dollars (\$2,000,000.00) aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability as regulated by law.

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and in the aggregate. The Construction Manager shall maintain this coverage until completion of the Project and for a period of one (1) years thereafter.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

Init.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Professional Engineer, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Professional Engineer.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project, unless additional updates are reasonably requested by the Owner.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Professional Engineer, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Professional Engineer's review and Owner's approval. If the Professional Engineer suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Professional Engineer on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Professional Engineer on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and routinely update the Project schedule included in the Construction Management Plan for the Professional Engineer's review and the Owner's acceptance. The Construction Manager shall obtain the Professional Engineer's approval for the portion of the Project schedule relating to the performance of the Professional Engineer's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Professional Engineer's services, other Owner consultants' services, and the Owner's responsibilities with anticipated construction schedules and highlighted critical and long lead-time items that could affect the Project's timely completion.

§ 3.2.7 As the Professional Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Professional Engineer, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Professional Engineer's review and the Owner's approval. The Construction Manager shall advise the Owner and Professional Engineer if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Professional Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Professional Engineer and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Professional Engineer regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

Init.

§ 3.2.10 The Construction Manager shall collect, review and maintain safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings, Specifications and any other Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall prepare and update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall provide the Owner with information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi-governmental authorities for inclusion in the Contract Documents. Owner shall provide Construction Manager with any specific EEO requirements which it desires to have incorporated in to the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings, Specifications and other Construction documents, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Professional Engineer's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit a list of prospective bidders for the Professional Engineer's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Professional Engineer, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager and Professional Engineer shall work together to answer questions with regard to questions from bidders and with the issuance of addenda. The Construction Manager will assure compliance with all the requirements of Iowa law related to procurement and competitive bidding for public improvements, including but not limited to Chapter 26 and 573 of the Iowa Code.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall prepare for the Owner's review and approval Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall ensure that all required permits, licenses and other regulatory agency approvals have been obtained before beginning work on each phase of the project. The Construction Manager shall advise the Owner in writing that such permits, licenses and other approvals have been obtained. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall file documents required for the approvals of government authorities having jurisdiction over the Project.

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§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on thirty (30) days after the Owner accepts the Professional Engineer's final Certificate for Payment. Construction Manager will manage any repair or correction issues, as outlined in Section 12.2.2 of the A232-2009 General Conditions for the Contract of Construction as modified, with all contractors and equipment suppliers for a period of one year after substantial completion and will provide a one-year correction period inspection on the Work.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site, full time, whenever the Work is being performed and when otherwise necessary, even when work is not being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Professional Engineer as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified and as amended and approved by Owner.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Professional Engineer. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Professional Engineer, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Professional Engineer.

§ 3.3.6 The Construction Manager shall schedule and conduct weekly meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Professional Engineer and Multiple Prime Contractors.

§ 3.3.7 Consistent with various bidding documents and utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Professional Engineer.

§ 3.3.9 The Construction Manager shall accept work only in conformance with the Contract Documents and shall have authority, upon consultation with the Professional Engineer and Owner, to reject work which does not conform to the Contract Documents. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.10 The Construction Manager shall prepare a detailed estimate of Construction cost to include all phases and costs associated with the Project. The Construction cost estimate shall be accompanied by a report to the Owner identifying variances from the Owner's Project and Construction Budget. Such report shall be updated on a monthly basis as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the construction budget and shall facilitate decisions by the Owner and Professional Engineer when changes to the design are required to remain within the Owner's Project and Construction Budget.

Init.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project if requested by Owner and advise the Owner and the Professional Engineer as to variances between actual and budgeted or estimated costs.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) forward the Contractors' Applications for Payment to the Professional Engineer for approval.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Professional Engineer and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's observations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Professional Engineer and Owner that the Contractor be paid the amount certified. The issuance and certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall work to guard the Owner against defects and deficiencies in the Work by only accepting work performed in accordance with the Contract Documents, unless non-conforming work is

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expressly approved by the Owner. The Construction Manager, in consultation with the Professional Engineer, shall reject Work that does not conform to the Contract Documents and shall notify the Owner prior to the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Professional Engineer and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Professional Engineer of when and where the tests and inspections are to be made so that the Professional Engineer may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Professional Engineer during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Professional Engineer requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Professional Engineer and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Professional Engineer's modifications to the Contract Documents.

§ 3.3.17.1 The Construction Manager shall receive certificates of insurance and bond documents from the Contractors and forward them to the Owner with a copy to the Professional Engineer.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Professional Engineer for approval. The Construction Manager shall review and approve and then submit the shop drawings, product data, samples and other submittals to the Professional Engineer for approval with copies to the Owner. It is the Construction Manager's responsibility to ascertain that the drawings, plans and specifications (except for those designed by the Professional Engineer) are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes the portions of the drawings, plans and specifications are at variance therewith, the Construction Manager shall promptly notify the Professional Engineer and Owner in writing. By approving and submitting shop drawings, product data, samples and other submittals, the Construction Manager thereby represents that it used its best professional judgment and effort to assure that the trade contractors have verified all field measurements, field construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data as shown on the Construction Documents furnished by the Professional Engineer, or will do so, and that the trade contractors have checked and coordinated each shop drawing, product data, samples and other submittals with the requirements of the work and of the Construction Documents. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Professional Engineer, or in the absence of an approved Project submittal

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schedule, with such reasonable promptness as to cause no delay in the Work or in the activities the Contractor, other Multiple Prime Contractors, the Owner, or the Professional Engineer.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require or request.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a bi-weekly, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Professional Engineer:

- .1 Project schedule status based on percent of completion;
- .2 Submittal schedule and status report;
- .3 Request for information, Change Order, and Construction Change Directive logs;
- .4 Tests and inspection reports;
- .5 Status report of nonconforming and rejected Work;

(Paragraphs deleted)

§ 3.3.20.2

(Paragraphs deleted)

NOT APPLICABLE .

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the Project site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order, and in addition, approved Project Shop Drawings, Product Data, samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines. The Construction Manager shall make all such records available to the Professional Engineer and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 With the Professional Engineer and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.23 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Professional Engineer a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Professional Engineer in conducting inspections to determine whether the Work or designated portion thereof is substantially complete. Upon achievement of substantial completion, the Construction Manager shall assist the Professional Engineer in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Contract Representative for purposes of evaluating the release of retainage.

§ 3.3.24 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Professional Engineer shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Professional Engineer when Work is ready for final inspection. The Construction Manager shall assist the Professional Engineer in conducting final inspections.

§ 3.3.25 The Construction Manager shall forward to the Owner, with a copy to the Professional Engineer, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance and bond documents received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens and/or Iowa Code Chapter 573 claim or bonds indemnifying the Owner against liens; and/or Iowa Code Chapter 573 claims; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

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§ 3.3.26 The Construction Manager shall secure and transmit to the Professional Engineer warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Professional Engineer a final Project Application for Payment upon compliance with the requirements of the Contract Documents. The Construction Manager shall also secure and transmit to the Owner required affidavits, releases, bonds and waivers and shall deliver to the Owner all keys and other information. In consultation with the Professional Engineer, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to the Owner within a reasonable period of time following final completion. The Construction Manager shall also observe commissioning work and be responsible for requiring the Contractor to check all equipment and verify that all Project systems are working properly at the end of the Project and prior to Final Acceptance.

§ 3.3.27 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Construction Manager. Consent shall not be unreasonably withheld. The Professional Engineer shall be informed of any modifications made to the Construction Manager's contractual duties or responsibilities.

§ 3.3.28 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

(Paragraph deleted)

§ 3.3.29 The Construction Manager shall, by visits to the site and by adequate and necessary observations and inspections, required or otherwise appropriate to the stage and nature of the construction activities, exercise due diligence to safeguard the Owner from defects and deficiencies in the Work performed and materials provided by the Contractor and from the trade contractor's failure to carry out the work in accordance with the Contract Documents and the Project schedule. These provisions shall require a representative of the Construction Manager to be available in Sioux City for communication with the site supervisors and/or managers of each Contractor while Construction is being performed. A representative shall also be available at all times, whether on site or not, by cellular phone.

§ 3.3.30 During the one (1) year correction period following the date of Substantial Completion, the Construction Manager shall oversee, monitor and coordinate the remedial work of the Contractors, including but not limited to, making certain that the respective Contractors are notified of the extent and nature of the remedial work which needs to be done; and that such work is done in a timely and satisfactory manner.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1

Services	Responsibility <i>(Construction Manager, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
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(Rows deleted)

Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material or substantial change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement that could not have been reasonably known by the Construction Manager prior to entering into this Agreement;
- .3 Preparation of documentation for alternate bid requests proposed by the Owner;

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- .4 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .5 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .6 Service as the Initial Decision Maker.

(Paragraphs deleted)

§ 4.3.2 Unless in the Construction Manager's opinion an emergency exists which requires immediate action to avoid damage to property or injury to persons, to avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services at no additional charge, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need, and advise the Owner if continued services by the Professional Engineer would only be rendered if the Owner makes additional payments to the Professional Engineer, and also advise Owner of the anticipate cost of such services.

- .1 Services in evaluating more than five (5) formal Claims submitted by a Contractor or others in connection with the Work when the Professional Engineer is serving as the Initial Decision Maker.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements.

§ 5.2 The Owner, in consultation with the Professional Engineer and Construction Manager shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Professional Engineer. The Owner, Professional Engineer, and Construction Manager, shall thereafter make a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain a Professional Engineer to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Professional Engineer, Construction Manager as Adviser Edition as modified and as amended and approved by the Owner. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Professional Engineer, and any further modifications to the agreement.

§ 5.5 The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services. The Board of Supervisors or its authorized designee, to the extent such designation is permitted by law, shall be solely authorized to act on the Owner's behalf with respect to the Project, Change Order Approvals and the Approved Construction Budget. The Owner's administrative representative or Board designee shall be available during working hours as often as may be necessary to render decisions which can be made without the Board of Supervisor approval and to furnish information in a timely manner. The Owner shall provide to the Construction Manager the contact information for the Owner's contact person(s). If it becomes necessary to appoint a new representative, such appointment shall be communicated to the Construction Manager in writing within three (3) days of such appointment.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the

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site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Construction Manager, on behalf of the Owner shall coordinate the services of the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services required to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the trade contractors have used the money paid by or on behalf of the Owner, as may be reasonably necessary at any time for the Project. Construction Manager shall collect from trade contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment. Construction Manager shall further review and verify entitlement to release of retainage, and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Professional Engineer if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Professional Engineer's Instruments of Service or any fault or defect in the Construction Manager's services, however, Owner shall have no affirmative obligation or duty under the Agreement to inspect for defects or errors in the Project or the Professional Engineer's instruments of services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Professional Engineer and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only. The Cost of the Work does not include the compensation of the Professional Engineer, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

(Paragraph deleted)

§ 6.2.1 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's professional judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.2.2 The total aggregate cost of the Project including management and professional services fees shall not exceed One Million, Two Hundred Thousand Dollars (\$1,200,000.) The Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Professional Engineer to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

§ 6.3 If the Professional Engineer is providing detailed cost estimating services, and a discrepancy exists between the Construction Manager's cost estimates and the Professional Engineer's cost estimates, the Professional Engineer and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Professional Engineer, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Professional Engineer in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Professional Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2 and the Professional Engineer and Construction Manager incorporate the required modifications to the Construction Documents to reduce the Cost of Work, yet the sum of the lowest responsive, responsible bid on the Project exceeds the Owner's budget for the Cost of Work, the Owner may

- .1 give written approval to increase the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Section 9.3; or

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.4 cooperate in revising the Project scope and quality as required to reduce the budget for the Cost of Work.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Professional Engineer as necessary to bring the bids within the budget of the Cost of Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications and other documents prepared by the Professional Engineer for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Final Acceptance of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 The Construction Manager shall indemnify and hold the Owner and the Owner's officers, directors and employees harmless from and against damages, losses and judgments arising from claims by third parties, regardless of the nature, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or \$1,000,000.00, whichever is greater.

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation upon mutual agreement of the parties. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement [in accordance with Iowa Code Chapter 679C, as amended]. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

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Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration – NOT APPLICABLE

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder – NOT APPLICABLE

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Construction Manager for the Construction Manager's substantial non-compliance or non-performance formally claimed and/or determined in accordance with the terms of this Agreement without penalty to the Owner for such withholding. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services due to substantial nonperformance, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services.

§ 9.3 This Agreement may be terminated by either party upon not less than seven days' written notice in the event that the Project is abandoned by the Owner for more than 180 consecutive days for reasons other than the fault of the Construction Manager.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than fourteen days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the state or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

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§ 9.6 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed through the effective date of termination.

§ 9.7 Construction Manager shall be responsible for providing Owner with all requested documentation necessary to support the payment requested by Construction Manager for services performed prior to the date of termination.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Iowa.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction as modified and as amended and agreed by Construction Manager and Owner, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Construction Manager shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Construction Manager discovers that such substances as described herein have been used or do exist in the Project, the Construction Manager shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) comply with any public records request under the Iowa Open Records law, as applicable.

Init.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager’s Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

All Pre-Construction services have already been provided through an agreement between Resource Consultants and the County. Baker Group did provide budgeting support for their final report and those costs will be absorbed in our total fees as outlined in the following paragraph.

§ 11.1.2 For Construction Phase Services in Section 3.3:

The Construction Management fee will be based on a percentage of the total costs of the Project by using a multiplier of Fifteen percent (15%) billed monthly. Professional Engineering services will not be considered a direct job cost and will not be included in the total project cost when determining Construction Manager’s fee.

(Paragraphs deleted)

§ 11.3 Additional Services shall be billed on an hourly basis as outlined in Exhibit D - Construction Manager billing rates.

§ 11.4 Compensation for Additional Services of the Construction Manager’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus 0 percent (zero %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager’s and Construction Manager’s consultants’ normal review practices.

See Exhibit "D"

Employee or Category	Rate (\$0.00)
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§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager’s consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;

(Paragraphs deleted)

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager’s consultants plus zero percent (0 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Thirteen Thousand Nine Hundred Forty Dollars (\$ 13,940.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.7.1.1 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.1.

Init.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly by the last day of each month in proportion to services proven to have been performed. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate

(Paragraphs deleted)

established by Section 74A.2 of the Code of Iowa. All pay requests must be received by the County seven days prior to the Board of Supervisors meeting which is held every Tuesday of each month.

§ 11.7.3 The Owner shall not permanently withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, the Owner may, upon the filing of or in anticipation of the imminent filing of a formal claim against the Construction Manager, withhold amounts in dispute from the Construction Manager pending the outcome of the claim.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Payment to the Construction Manager will be made by the Owner from cash on hand from such sources as may be legally available to the County.

§12.2 Construction Manager shall provide the insurance specified in Exhibit "C" hereto.

§ 12.3 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Construction Manager shall not permit an employee, a subconsultant owned, operated, or managed by, or subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's properties in accordance with Iowa Code 692A.113, and shall fully executed and deliver a copy of 'Acknowledgement and Certification' form within ten (10) days of the execution of the Agreement or before any such workers are on the Project site.

§12.4 The Construction Manager, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below and is effective after execution by all parties of this document and all documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified.
- .2 Other documents:

Exhibit "A" – Partial Lien Waiver
Exhibit "B" – Final Lien Waiver
Exhibit "C" – Insurance Requirements

(Paragraphs deleted)

Exhibit "D" – Construction Manager Billing Rates

Init.

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Init.

Exhibit "A"

CONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims as specified below.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers for work done during that period, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$ _____, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit "B"

UNCONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, , in exchange for valuable consideration of the sum stated above, the receipt and sufficiency of which is hereby acknowledged, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned acknowledges receipt of final payment in the sum of \$_____ for which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit "C"

INSURANCE REQUIREMENTS

1. The Contractor shall secure and maintain through the duration of the Contract and all applicable warranty periods insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Contractor and the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The Owner will only accept coverage from an insurance carrier who offers proof that it:
 - 1) Is authorized to do business in the state where the project is located;
 - 2) Carries a Best's policy holder rating of A or better and at least a Class X financial rating.
 - 3) Is a company mutually agreed upon by the Owner and the Contractor.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Owner reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13.)
4. The insurance policies shall require that Owner shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Owner) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancellation Endorsement must be furnished to the Owner prior to commencement of Work.** The Contractor shall notify the Owner of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the Owner determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the Owner shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the Owner, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Owner. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the Owner's exercising its right to terminate the Contract.
5. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the Owner prior to Contractor's entry on to the Project site. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to Owner prior to the expiration date of any coverage.
6. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
7. Contractor shall include the Indemnitees as identified in the Contract as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described above. Indemnitees shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an

OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Contractor's liability under the Contract.

8. Contractor agrees to procure and carry, at its sole cost, until completion of the Contract all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 8.1 Commercial Automobile Liability Insurance. Contractor shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Contract, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
 - 8.2 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.
 - 8.3 Commercial General Liability Insurance. Contractor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Contractor or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Contract subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 products/completed operations aggregate coverage.
 - 8.4 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
9. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Owner and all its assigns, affiliates, employees, insurers and underwriters.
10. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of this Contract.
11. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Subcontractor in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide Owner with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from Owner a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.
12. Professional Liability coverage. If the scope of Contractor's Work includes design services, the Contractor shall procure and maintain Professional Liability Insurance if any design services are included in Contractor's Scope of Work, in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00),

with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to Owner, and shall not be canceled, without thirty (30) days' prior written notice to the Owner, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to Owner). The policy shall be at least as broad as the coverage provided in Contractors Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum policy limit of \$2,000,000. Certificates of insurance for such coverage will be provided to Owner within ten (10) days of the execution of the Contract.

13. Builder's Risk Property Insurance.

13.1 Contractor shall procure and maintain property insurance from insurance companies authorized to do business in the State of Kansas upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Contractor shall include as additional insured's the interests of the City, Contractor, Design Consultants, Subcontractors and sub-subcontractors, and shall insure against the risk of direct physical loss including but not limited to fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Contractor's Application for Payment and approved by the City. All deductibles are the responsibility of the Contractor.

13.2 Contractor shall procure and maintain boiler and machinery insurance that will include the interests of the Owner, Contractor, Design Consultants, Subcontractors and sub-subcontractors.

13.3 Any loss covered under Contractor's property insurance shall be adjusted with the Owner and Contractor and made payable to both of them as trustees for the insured's as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with the Disputes Resolution Section of the Agreement.

14. Minimum Requirements. The insurance specified herein is the minimum requirement. In the event Contractor or any Subcontractor has or obtains insurance coverage in amounts in excess of those required herein, such additional insurance coverage shall also inure to the benefit of the Owner.

15. **Contractor shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by Owner. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.**

EXHIBIT D

**Baker Group
Construction Manager Billing Rates**

Professional Billing Rates per Hour:

Design Engineer (PE)	\$125.
LEED Accredited Professional (A.P.)	\$125.
Project Manager	\$ 90.
Project Engineer	\$ 75.
Project Principal / Executive	\$125.
Sheet Metal Designer / Detailer	\$ 80.
Piping Designer / Detailer	\$ 80.
Project Coordinator / Accounting	\$ 45.
Safety Director	\$ 75.
Estimating	\$ 75.

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

Date: 9/01/2016 Weekly Agenda Date: 9/06/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Approval of Resolution establishing Courthouse Terra Cotta as an Emergency Repair Project

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

EXECUTIVE SUMMARY:

Mid-Continental Restoration has provided recommendations. CMBA Architects are indicating that an emergency repair condition exists at a section of the south-side.

BACKGROUND:

On 8/26/2016 an abnormality in the Terra Cotta was discovered on the South-side of the Courthouse raising concerns. On 8/29/2016 representatives from CMBA Architects, the Baker Group, & the Board of Supervisors reviewed a south-side section. Mid-Continental Restoration was contacted and conducted a short analysis of the situation also on 8/29/2016.

FINANCIAL IMPACT:

Discussion has included emergency repairs with a minimum of \$5,000 and a larger scope project that would repair all areas which would need to be further defined

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:

There is currently no expenditure line item for Exterior Terra Cotta repair. Building Services recommends re-appointing current CIP funds allocated for exterior Courthouse, and/or Trosper Hoyt Buildings "Tuckpointing" to Courthouse exterior Terra Cotta Repair.

ACTION REQUIRED / PROPOSED MOTION:

Motion to declare Emergency Repair situation relating to the Woodbury County south side Terra Cotta and reallocate CIP funds.



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

September 1, 2016

Mr. Jeremy Taylor, Chairperson
Woodbury County Board of Supervisors
620 Douglas St.
Sioux City, IA 51101

RE: Woodbury County Courthouse Terra Cotta, Emergency Action

Dear Mr. Taylor:

As discussed at the Board of Supervisor's meeting on Tuesday the 30th and again this morning at the Courthouse Historical Advisory Committee meeting, an emergency situation exists with some terra cotta.

During the course of work on the windows of Courtroom 203 it was noticed that the terra cotta overhang at those windows had some loose pieces. In the last week, it became apparent that one piece of this terra cotta was shifting and dropping out of position. The movement was so noticeable that measures were taken to strap this piece into place and the hydraulic lift being used on the window project was placed directly underneath this area to catch any pieces that may fall loose.

It has been estimated that this one piece of terra cotta could weigh as much as 200 pounds. Identical pieces of terra cotta are positioned adjacent to this particular piece with the grout joints between the pieces in various stages of disrepair or completely missing.

If this piece of terra cotta were to fall to the ground it would destroy anything and/or anyone in its path. With the sudden change in its position, that it will fall loose has become a certainty if means are not taken to repair it. The purpose of this letter is to describe the seriousness of these conditions and the need for emergency action. Even if the fallen piece did not land on anything or anyone, to replicate the piece of terra cotta would take months of work as well as substantial funds.

I am recommending that emergency repairs begin immediately to avoid injury to persons, property and historic significance to the building. To delay taking action by going through the usual design, construction documents and bidding process, poses an unacceptable risk to life and property.

These repairs would consist of removing the piece that is already in jeopardy as well as any other adjacent affected or dangerously loose pieces. These would then be repaired, reconditioned and installed back in place using new materials and appropriate methods. It would also include repairs to the top side of the overhang to prevent water intrusion into the structure that could have caused the situation in the first place.

At this time this emergency recommendation applies to the terra cotta overhang at the Courtroom 203 windows only. However, a survey or condition report should be pursued to determine the threat to other similar installations around the building. That exploration may actually uncover additional areas needing prompt attention.

Please call me if you have any questions or concerns about the statements in this letter.

Respectfully,
Cannon Moss Brygger Architects



Terry Glade, AIA, LEED AP

Cc: Kenny Schmitz - Woodbury County Building Superintendent
Ed Storm, AIA - FEH Design
Shane Albrecht - Baker Group

RESOLUTION NO. _____

A RESOLUTION DECLARING A STATE OF EMERGENCY EXISTS PERTAINING TO EXTERIOR TERRA COTTA LOCATED ON THE SOUTH SIDE OF THE WOODBURY COUNTY COURTHOUSE

WHEREAS, the Woodbury County Building Services was notified of damage relating to terra cotta located on the exterior of the Woodbury County Courthouse and

WHEREAS, Woodbury County engaged Cannon Moss Brygger Architects to inspect the terra cotta in question and

WHEREAS, Cannon Moss Brygger Architects has completed a written letter to the Chairperson of the Woodbury County Supervisors notifying them that in their professional opinion that a state of emergency exists where action is needed immediately to protect from further property damage and prevent serious injury or possible death and

WHEREAS, the Woodbury County Supervisors are convinced the terra cotta of the Woodbury County Courthouse is in need of emergency repair,

BE IT THEREFORE RESOLVED, by the Board of Supervisors, Woodbury County, Iowa hereby declares that a state of emergency exists in regards to the terra cotta of the Woodbury County Courthouse and that immediate action is needed to protect the County from further property damage and to prevent serious injury or possible death.

BE IT FURTHER RESOLVED that the Woodbury County Supervisors intend to take any reasonable action allowable under Iowa Law to protect the County from further property damage and prevent serious injury or possible death.

SO RESOLVED this 6th day of September, 2016

Board Chair: _____

Attestation: _____

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

Date: 9/01/2016 Weekly Agenda Date: 9/06/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Courthouse Courtroom #203 Status & Update Information

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

EXECUTIVE SUMMARY:

Courtroom #203 project is scheduled to be complete in September. Historical paint coloring has been chosen.

BACKGROUND:

The emergency project in Courtroom #203 will see the marble in the soffit replaced, windows being re-installed, and the interior/ exterior painting stages being completed finalizing the project in the next 2 weeks.

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 JUVENILE DETENTION CENTER

Trosper Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: moisen@sioux-city.org
Fax 712-234-2900

6:00 a.m.

6:00 p.m.

August, 2016

August 15, 2016		14
August 16, 2016	16	16
August 17, 2016	16	18
August 18, 2016	18	16
August 19, 2016	16	16
August 20, 2016	16	14
August 21, 2016	14	13
August 22, 2016	13	

The Center averaged 15.6 residents per day during the above week and 15.3 during the 6:00 p.m. check for a weekly average of 15.5 residents per day during the above week.

Of the thirteen residents detained on August 22, 2016 five or thirty nine percent were identified as gang members. Of the five, three or sixty percent were identified as gang members.

We are currently detaining two juveniles from the Dakota County and one from the U.S. Marshal's Office.

Mark Olsen

Director
WCJDC

August 22, 2016

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

6:00 a.m.

6:00 p.m.

August, 2016

August 22, 2016		13
August 23, 2016	14	14
August 24, 2016	14	14
August 25, 2016	14	14
August 26, 2016	14	14
August 27, 2016	14	14
August 28, 2016	14	14
August 29, 2016	14	

The Center averaged 14 youths per day during the 6:00 a.m. head count and 13.9 during the 6:00 p.m. count for a weekly average of 13.95 residents per day during the above week.

Of the fourteen residents detained August 29, 2016, five or thirty six percent were identified as gang members. Of the six, three or fifty percent were identified as hard-core members.

We are currently detaining two juveniles from the BIA and house three juveniles charged as adults.

Mark Olsen

Director
WCJDC

August 29, 2016

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
8/20/16	Saturday	261	239	22	0	16
8/21/16	Sunday	266	244	22	0	16
8/22/16	Monday	252	230	22	0	16
8/23/16	Tuesday	242	219	23	0	15
8/24/16	Wednesday	230	208	22	0	12
8/25/16	Thursday	232	211	21	0	12
8/26/16	Friday	234	216	18	0	10
		1717	1567	150	0	97
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
8/20/16	280	241	39			
8/21/16	288	243	45			
8/22/16	279	236	43			
8/23/16	271	230	41			
8/24/16	257	218	39			
8/25/16	253	212	41			
8/26/16	254	215	39			
	1882	1595	287			
*Highest population count each day						