



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JULY 27, 2021) (WEEK 30 OF 2021)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Mark A. Monson 204-1015 mmonson@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov	Justin Wright 899-9044 jwright@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held July 27, 2021 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

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

Consent Agenda

Items 3 through 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the July 20, 2021 meeting
4. Approval of claims
5. County Auditor – Patrick Gill
Receive the appointment of Vance Choquette to the City of Salix Council
6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

7. Juvenile Detention – Ryan Weber
Receive Juvenile Detention’s June Population Report

End Consent Agenda

8. County Sheriff – Chad Sheehan
Approval of 2021 Inter-Local Agreement between the City of Sioux City, Iowa and Woodbury County, Iowa for the Local Edward Byrne Memorial Justice Assistance Grant Program award Action
- 4:40 p.m.** 9. Secondary Roads – Mark Nahra
(Set time) a. Public hearing: Consideration of request to close and vacate county right of way on Garner Avenue between 130th Street and 140th Street Action
b. Approval to schedule August 3, 2021 for action on the road closure and vacation of right of way on Garner Avenue Action
- 4:45 p.m.** 10. Building Services – Kenny Schmitz
(Set time) a. Award the 28th Street Development Project (LEC Off-Site Improvements) to Sioux City Engineering Company Action
b. Approve project expenditures described under financial impact as necessary Action
11. Board Administration – Dennis Butler
Approval of resolution approving Bond Purchase Agreement for General Obligation Urban Renewal County Road Improvement Bonds, Series 2021 Action
12. Reports on Committee Meetings Information
13. Citizen Concerns Information
14. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- THU., JULY 22 11:00 a.m.** Siouxland Regional Transit Systems Board Meeting, SIMPCO Office, 1122 Pierce
- MON., JULY 26 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., JULY 27 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., JULY 28 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- MON., AUG. 2 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., AUG. 4 9:00 a.m.** Loess Hills Alliance Protection Meeting, Pisgah, IA
- 10:30 a.m.** Loess Hills Alliance Stewardship Meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Executive Meeting, Pisgah, IA
- 3:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., AUG. 5 10:00 a.m.** COAD Meeting, The Security Institute
- WED., AUG. 11 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- THU., AUG. 12 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- WED., AUG. 18 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- 4:00 p.m.** Conservation Board Meeting, Southwood Conservation Area
- THU., AUG. 19 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., AUG. 20 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- MON., AUG. 23 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., AUG. 24 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., AUG. 25 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., AUG. 26 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce

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

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

JULY 20, 2021, TWENTY-NINETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, July 20, 2021 at 4:30 p.m. Board members present were Monson, Radig, Ung, Wright, and De Witt. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Dennis Butler, Finance Director, and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by De Witt second by Monson to approve the agenda for July 20, 2021. Carried 5-0. Copy filed.

Motion by De Witt second by Ung to approve the following items by consent:

3. To approve minutes of the July 13, 2021 meeting. Copy filed.
4. To approve the claims totaling \$652,260.29. Copy filed.
5. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Bonita Adams, 1607 Olive St., parcel #884705205008.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,212
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

WHEREAS, Bonita C. Adams, is the titleholder of property located at 1607 Olive St., Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel #884705205008

MORNINGSIDE LOT 2 BLOCK 7 EX S 10 FT LOT 3 BLOCK 7

WHEREAS, Bonita C. Adams is the titleholder of the aforementioned property have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code section 427.9, and

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 20th day of July, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6a. To approve the separation of Sophia Arens, Civilian Jailer, County Sheriff Dept., effective 06-29-21. Other.; the separation of Jerry Boggs, Equipment Operator, Secondary Roads Dept., effective 07-12-21. Deceased.; and the reclassification of McKenzie Stoos, Clerk II, County Treasurer Dept., effective 07-26-21, \$22.80/hour, 10.6%=\$2.20/hour. Per AFSCME Courthouse Contract agreement, from Grade3/Step 4 to Grade 3/Step 5. Copy filed.
- 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept. CWA: \$21.02/hour; and Equipment Operator, Secondary Roads Dept. CWA: \$24.55/hour. Copy filed.

- 6c. To approve the annual Health and Wellness Fair. Copy filed.
- 7. To approve an application for a 14-day class B Beer License, with Outdoor Service and Sunday Sales privileges for Woodbury County Fair, effective 08/01/201 thru 08/14/2021. Copy filed.
- 8. To receive the Woodbury County Treasurer Semi-Annual report for the period January 1, 2021 thru June 30, 2021. Copy filed.
- 9. To receive the Auditor's Quarterly report for April 1, 2021 thru June 30,2021. Copy filed.
- 10. To receive for signatures a Resolution Thanking and Commending Mark Perez for his years of service to Woodbury County.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,213
A RESOLUTION THANKING AND COMMENDING
MARK PEREZ
FOR HIS SERVICE TO WOODBURY COUNTY**

WHEREAS, Mark Perez has capably served Woodbury County as an employee of the Woodbury County Sheriff's Office for 37 years from July 3, 1984 to September 1, 2021

WHEREAS, the service given by Mark Perez as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Mark Perez for his 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, Mark Perez.

BE IT SO RESOLVED this 20th day of July 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 11a. To approve the setting public hearings for proposed Zoning District Map Amendment for parcel #884704302005 & #884704302006 for August 3rd at 4:445 p.m., August 10th at 4:45 p.m., and August 17th at 4:45p.m. Copy filed.
- 11b. To approve the setting public hearings for proposed Zoning District Map Amendment for parcel #884724300005 for August 3rd at 4:50 p.m., August 10 at 4:50 p.m., and August 17 at 4:50 p.m. Copy filed.
- 12. To approve the permit to work in the right of way for Dr. Michael Weber/Iowa State University. Copy filed.

Carried 5-0.

Motion by De Witt second by Wright to deny a claim made by the Grant Township clerk for services rendered. Carried 5-0. Copy filed.

- 13a. Motion by Radig second by Monson to award the bid for project #L-B(O102)—73-97 to Dixon Construction for \$335,998.40. Carried 5-0. Copy filed.
- 13b. Motion by Monson second by Radig to approve the project agreement with Hungry Canyons Alliance. Carried 5-0. Copy filed.
- 13c. Motion by Radig second by Monson to approve the contract for gravel production for Briese Pit with Boulder Gravel for \$75,000.00. Carried 5-0. Copy filed.

- 14. Motion by Radig second by De Witt to approve EMA request for WCICC phones. Carried 5-0. Copy filed.

The Board recessed for a meeting of the Grant Township.

The Supervisors meeting was called back to order.

- 16. Motion by Radig second by Monson to reject alternate #1 to remove curbs, gutters, storm sewer to the 28th Street Development. Carried 5-0. Copy filed.

Motion by Radig second by Monson to accept the 28th Street Development alternate #2 for mill & overlay asphalt Hwy. 75 to Mobile Park subject to a sharing agreement with the City of Sioux City. Carried 5-0. Copy filed.

Motion by Radig second by De Witt to reject the 28th Street Development alternate #3 to install concrete. Carried 5-0. Copy filed.

- 17. Motion by De Witt second by Radig to approve and authorize the Chairperson to sign a Resolution Authorizing Adoption of Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure. Carried 5-0.

RESOLUTION #13,214

RESOLUTION AUTHORIZING ADOPTION OF AMENDED AND RESTATED POLICIES AND PROCEDURES REGARDING MUNICIPAL SECURITIES DISCLOSURE

WHEREAS, pursuant to the laws of the State of Iowa, Woodbury County, Iowa (the "County") has publicly offered, and likely will issue and publicly offer in the future, its notes, bonds or other obligations (the "Bonds"); and

WHEREAS, as a result of certain changes in federal law, the County has determined that any Policies and Procedures Regarding Municipal Securities Disclosure that may have been adopted in the past to be followed in connection with the issuance and on-going administration of publicly offered Bonds (the "Prior Policy") shall be overridden and replaced by a new policy; and

WHEREAS, the proposed Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure are attached hereto as Exhibit A (the "Disclosure Policies and Procedures");

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

Section 1. The Disclosure Policies and Procedures attached hereto as Exhibit A are hereby adopted and shall be dated as of the date hereof.

Section 2. The Prior Policy, if any, is hereby overridden and replaced by the Disclosure Policies and Procedures.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July 20, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 18. The Board heard reports on committee meetings.
- 19. There were no citizen concerns.
- 20. Board concerns were heard.

The Board adjourned the regular meeting until July 27, 2021.

Meeting sign in sheet. Copy filed.

NOTICE OF APPOINTMENT TO FILL A VACANCY

TO: Patrick F. Gill, Woodbury County Auditor/Recorder & Commissioner of Elections

From: CITY OF SALIX School/City/Township/
KATHY BROUILLETTE Extension/Soil & Water
Secretary/Clerk
7-15-21 Date

This is to notify you and the Board of Supervisors of Woodbury County that the following person has been appointed until the next regular/general election:

For the office of CITY COUNCIL
Name VANCE CHOQUETTE
Address 304 TIPTON ST.
City/Zip SALIX, IA 51052
Date of appointment 7-19-21

This appointment is to fill the office previously held by:

RONFELDT, RANDY
(Name of previous official)

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

2021 JUL 20 AM 11:29
PATRICK F. GILL
WOODBURY COUNTY
AUDITOR RECORDER
COMMISSIONER OF ELECTIONS

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: July 27, 2021

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Simoni, Michael	County Sheriff	6-14-21	Sheriff Deputy	\$31.99/hour	6.5%=\$1.96/hour	R	Per CWA Deputy Sheriff Contract agreement, from Class 1 to Senior Class due to 4 years of employment and 10 years of military service.
Greco, Marcello	County Sheriff	7-28-21	P/T Courthouse Safety & Security Officer	\$18.60/hour		A	Job Vacancy Posted 5-26-21. Entry Level Salary: \$17.78-\$19.53/hour.
Murray, Michael	County Sheriff	7-28-21	P/T Courthouse Safety & Security Officer	\$18.60/hour		A	Job Vacancy Posted 5-26-21. Entry Level Salary: \$17.78-\$19.53/hour.
Chapple, Brandon	County Sheriff	8-09-21	Civilian Jailer	\$22.76/hour	4%=\$.88/hour	R	Per CWA Civilian Officers Contract agreement, from Class 2 to Class 1.
Grimm, Robert	County Sheriff	8-09-21	P/T Courthouse Safety & Security Officer	\$20.60/hour	5.4%=\$1.07/hour	R	Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 3/Step 3 to Grade 3/Step 4.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: July 27, 2021

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Emergency Services	Director	Wage Plan: \$65,000 - \$75,000/year		

Chairman, Board of Supervisors

Woodbury County Juvenile Detention June Census 2021

Woodbury County Adult Court Holds

1. 230 Days 5 Hours (As of 7-8-2021)
2. 68 Days 13 Hours (As of 7-8-2021)

Woodbury County Juvenile Holds

1. 77 Days 11 Hours (As of 7-8-2021)
2. 14 Days (When Released)
3. 32 Days 18 Hours (As of 7-8-2021)
4. 29 Days 11 Hours (As of 7-8-2021)
5. 11 Days 14 Hours (As of 7-8-2021)
6. 22 Days 4 Hours (When Released)
7. 7 Days 17 Hours (When Released)
8. 9 Days 21 Hours (As of 7-8-2021)

Omaha Nation Tribal Holds

1. 13 Hours 25 Minutes (When Released)
2. 32 Days 14 Hours (As of 7-8-2021)
3. 3 Days 16 Hours (When Released)
4. 3 Days 8 Hours (When Released)
5. 1 Day 13 Hours (When Released)

BIA

No Holds for June

Out of County Holds

No Out of County Holds for June

Intake and Release

1. 7 Days 21 Hours (When Released)
2. 21 Hours 45 Minutes
3. 40 Minutes
4. 8 Hours
5. 9 Hours 50 Minutes
6. 7 Hours 20 Minutes
7. 5 Hours 55 Minutes
8. 2 Hours 30 Minutes
9. 2 Hours
10. 30 Minutes

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

Date: 07.19.2021 Weekly Agenda Date: 07.27.21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Chad Sheehan

WORDING FOR AGENDA ITEM:

2021 Inter-local Agreement between the City of Sioux City, Iowa and Woodbury County, Iowa for the Local Edward Byrne Memorial Justice Assistance Grant Program award.

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

2021 Inter-local Agreement between the City of Sioux City, Iowa and Woodbury County, Iowa for the Local Edward Byrne Memorial Justice Assistance Grant Program award.

BACKGROUND:

The City of Sioux City is submitting the 2020 Local Edward Byrne Memorial Justice Assistance Grant Program application in August of 2021.

FINANCIAL IMPACT:

City of Sioux City, Iowa award \$24,096.00. Woodbury County, Iowa award \$24,096.00.

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 and sign the Inter-local Agreement between the City of Sioux City, Iowa and Woodbury County, Iowa in order to complete the application process.

ACTION REQUIRED / PROPOSED MOTION:

Approve and sign the Inter-local Agreement between the City of Sioux City, Iowa and Woodbury County, Iowa.

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

Date: 07/22/2021 Weekly Agenda Date: 07/27/2021

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

WORDING FOR AGENDA ITEM:

Public Hearing: Consideration of request to close and vacate county right of way on Garner Avenue between 130th Street and 140th Street

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion
Public Hearing Other: Informational Attachments

EXECUTIVE SUMMARY:

The county engineers office has received a petition from affected landowners to close a portion of Garner Avenue between 130th Street and 140th Street.

BACKGROUND:

The Board of Supervisors has the authority to establish, alter, or vacate roads per section 306.10 of the Code of Iowa. A hearing was scheduled for July 27, 2021 to vacate the north half mile of the road in question. Action to follow will be to close the road and vacate the right of way.

FINANCIAL IMPACT:

The county will place this land back on the property tax rolls.

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

Yes No

RECOMMENDATION:

Recommend the Board hold the public hearing on the road vacation, determine whether to close and vacate the right of way, and adjourn the hearing for final action at a later board meeting.

ACTION REQUIRED / PROPOSED MOTION:

Motion to receive public comments on the proposed road closure and vacation of right of way and schedule August 3, 2021 for action on the road closure and vacation of right of way on Garner Avenue.

LEGAL NOTICE

Public Hearing for vacation of Woodbury County Right of Way

WHEREAS, the Woodbury County Board of Supervisors in accordance with Section 306.11, (Code of Iowa), as amended, seeks to set a date for public hearing to vacate platted roads and alleys, and

WHEREAS, described roads and alleys were platted and dedicated to the public but never used or developed by the county or city as roads and alleys,

NOW THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that on Tuesday, July 27, 2021 at 4:30 P.M CST, at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, the County Board will hold a Public Hearing to vacate the right-of-way described as follows:

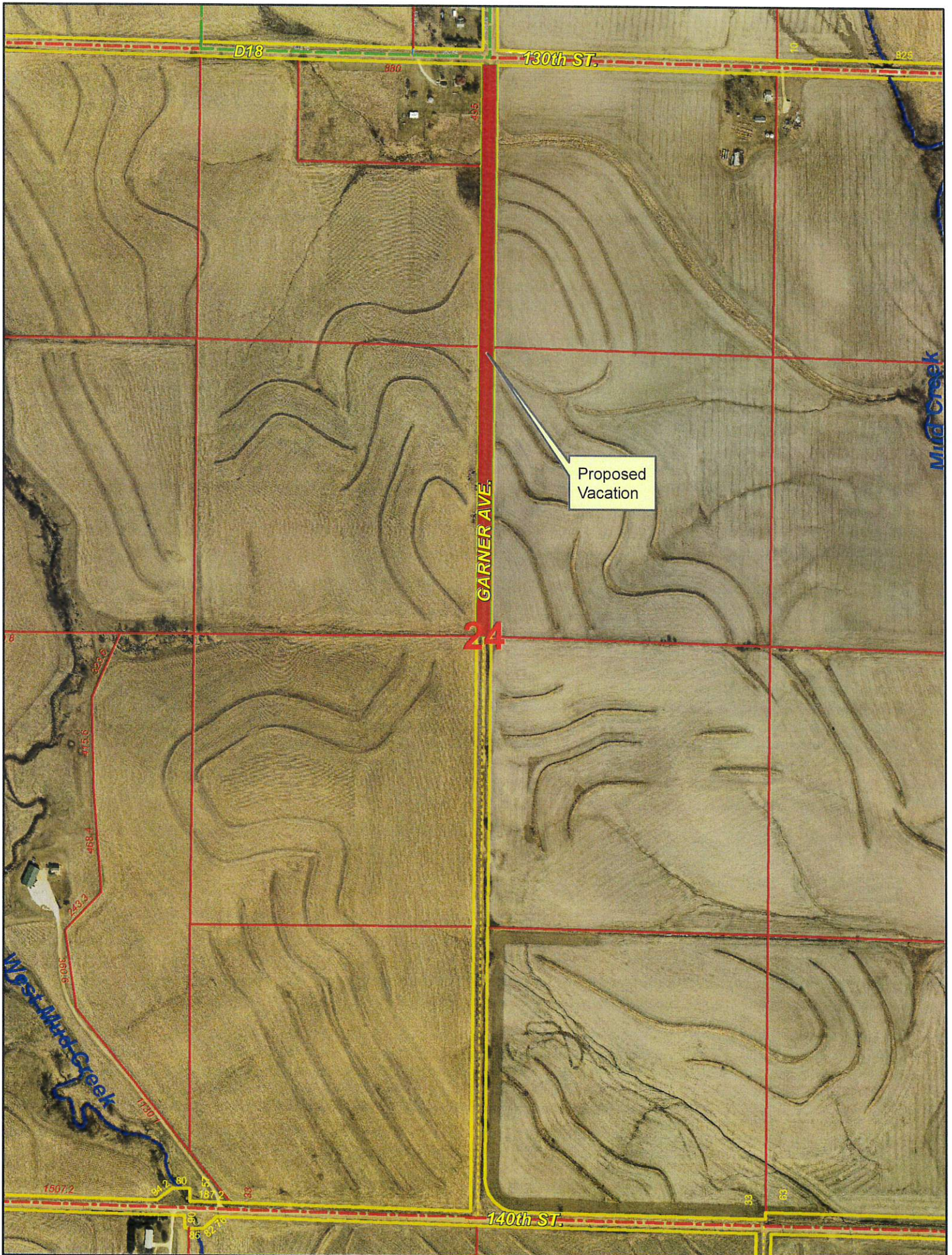
Vacate in Section 24, T89N R45W, the north one-half mile of Garner Avenue (Eldridge Road #291) more specifically described as beginning at the one-half section line thence north to the south right-of-way line of 130th Street.

SO RESOLVED this 29th day of June 2021. Woodbury County Board of Supervisors.

Further information on all right of way vacations are available at the office of the Woodbury County Engineer, 759 E. Frontage Road, Merville, Iowa, phone no. 712-873-3215 fax no. 712-873-3235 email: mnahra@woodburycountyiowa.gov.

At said Public Hearing, any person present, and so wishing will be given the opportunity to be heard, for or against, the proposed right of way vacations. Any person so wishing may file a document with the Woodbury County Auditor's Office prior to the time of the hearing, should the person wish the document to be read for them at the time of the hearing.

Patrick Gill
Woodbury County Auditor



GARNER AVE.

24

130th ST.

D18

140th ST.

Mid Creek

West-Mid-Creek

Proposed Vacation

860

49.5

825

8

475.6

468.4

233.9

9,005

1700

1507.2

80

187.2

33

85

82.76

33

63

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

Date: 7/22/2021 Weekly Agenda Date: 7/27/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz Building Services Director

WORDING FOR AGENDA ITEM:

28th Street Development Project (LEC Off-site Improvements)-
Award Contract to Lowest Responsive, Responsible Bidder

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Award the Contract on the 28th Street Development Project (LEC Off-Site Improvements).

BACKGROUND:

Plan's, specifications, & form of contract have been agreed upon by Woodbury County & the City of Sioux City as required in the 28E Agreement between parties.

FINANCIAL IMPACT:

Base Bid = \$2,689,603.50
Gas Main- Additional (MidAmerican) = \$26,004.67
Alternate #2 (\$104,560.20 bid total) share 50% determined by County/City change order = \$52,208.10
Project Contingency = \$134,480.18
TOTAL= \$2,954,648.55

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:

Award the 28th Street Development Project (LEC Off-Site Improvements) to the lowest responsive, responsible bidder.

ACTION REQUIRED / PROPOSED MOTION:

Motion to award the 28th Street Development Project (LEC Off-Site Improvements) to Sioux City Engineering Company.
Motion to approve project expenditures described under financial impact as necessary.

SIOUX CITY ENGINEERING CO. CONTRACT COST

Base Bid	2,689,603.50
Mid-American Gas Main (Addl.)	26,004.67
*Alternate #2- Mill & Overlay per bid	104,560.20
Project Contingency (5%)	134,480.18
<i>*TOTAL Contract Including Alternate #2 (TBD)</i>	<i>2,820,168.37</i>
<i>TOTAL Contract Excluding Alternate #2 (TBD)</i>	<i>2,715,608.17</i>
APPROVAL TOTAL (Including Alt. #2 + Contingency)	\$2,954,648.55

WOODBURY COUNTY COSTS

Base Bid	2,689,603.50
City/ MidAm Request	-225,671.00
City Cost Amended	-8,755.38
Fiber Optic	132,492.50
Addl. Gas Main Costs	26,004.10
*Alternate #2- Mill & Overlay- (50% Shared Total)	52,208.10
Easements (Estimate)	65,000.00
CTS Soil Testing	10,000.00
Architect/ Engineers	348,000.00
Project Representative	83,825.00
Admin./ Rmbrs.	40,000.00
Project Contingency (5%)	134,480.18
Project Sub-total	3214694.50
28E Sioux City Contribution	2,800,000.00
WOODBURY COUNTY TOTAL (Including Alt. #2- TBD)	\$414,694.50
WOODBURY COUNTY TOTAL (Excluding Alt. #2-TBD)	\$362,486.40



**WOODBURY COUNTY
620 DOUGLAS STREET
SIOUX CITY, IOWA 51101**

**WOODBURY COUNTY LAW ENFORCEMENT
CENTER
OFFSITE IMPROVEMENTS**

CONTRACT DOCUMENTS

OWNERSHIP OF DOCUMENT

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of the Woodbury County, Iowa and is not to be used, in whole or in part, for any other project without the written authorization of the County.

**WOODBURY COUNTY LAW ENFORCEMENT CENTER
OFFSITE IMPROVEMENTS**


Engineer Primary Contact:

Toth & Associates, Inc.
Matt Miller, P.E.
mmiller@tothassociates.com
417-888-0645

Owner's Representative Primary Contact:

Baker Group
Shane Albrecht, Senior Project Manager
albrecht@thebakergroup.com
515-262-4000

ENGINEER'S CERTIFICATION

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>Digitally signed by Matthew Steven Miller Date: 2021.05.18 10:21:58-05'00' Date: 5/18/2021</p>
	<p>MATTHEW STEVEN MILLER, P.E.</p> <p>License No. 25536 My renewal date is December 31, 2022</p> <p>Pages or sheets covered by this seal: Entire Document</p>

**WOODBURY COUNTY LAW ENFORCEMENT CENTER
OFFSITE IMPROVEMENTS**

TABLE OF CONTENTS

SECTION

A - INTRODUCTORY INFORMATION

Project Title
Engineer's Certification A-1
Table of Contents..... A-2
Notice of Taking Bids A-3
Notice of Public Hearing..... A-5

B - BIDDING INFORMATION

Instructions to Bidders..... B-1
Approval for Award and Award of Contract B-8

C - BIDDING REQUIREMENTS

Bid Form C-1
Bid Items, Quantities and Prices C-3
Bidder Status Form C-7
Affirmative Action Information C-9
Bid Bond C-10

D - CONTRACTING REQUIREMENTS

Form of Contract D-1
Contract Attachment: Bid Items, Quantities, and Prices D-3
Performance, Payment and Maintenance Bond D-7
Insurance Certificate D-10

GENERAL CONDITIONS GC-1 – GC-31

SPECIAL PROVISIONS SP-1 – SP-4

ADDENDA (IF ANY)

TECHNICAL SPECIFICATIONS

Section 011000 – Summary..... TS-1 – TS-7

Iowa Statewide Urban Design and Specifications (SUDAS) – 2021 version
(Not Bound Herein, but available to download at www.iowasudas.org)
Sioux City Supplement to SUDAS - 2020 edition
(Not Bound Herein, but available to download at Sioux-city.org/engineering)

GEOTECHNICAL ENGINEERS REPORT

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF THE WOODBURY COUNTY LAW ENFORCEMENT CENTER OFFSITE IMPROVEMENTS, IN SIOUX CITY, IOWA.

Sealed bids will be received by the Woodbury County Board of Supervisors, at the Woodbury County Courthouse, Board of Supervisors Meeting Room, 1st Floor, 620 Douglas Street, in Sioux City Iowa, until 2:30 P.M., Local Time, July 8, 2021, for the construction of the project, as described in the construction documents. The project is located along 28th Street from Business 75 Highway to Outer Drive and includes paving sections of 28th Street, adding turn lanes at the intersection of 28th Street and Outer Drive, and extending water, sewer, gas and fiber utilities to the Law Enforcement Center site.

Bids received will be opened and publicly read, in the Board of Supervisors Meeting Room, 1st Floor, 620 Douglas Street, in Sioux City Iowa, at 2:30 P.M. Local Time, July 8, 2021. Thereafter, Bids may be acted upon by the Board of Supervisors at their meeting on July 13, 2021.

A pre-bid meeting will be held on June 24, 2021 at 2:30 P.M. at the Woodbury County Courthouse, Board of Supervisors Meeting Room, 1st Floor, 620 Douglas Street, in Sioux City Iowa. It is highly recommended that the contractor attends the pre-bid meeting, and/or visits the site prior to bidding.

Each bid must be made on a form furnished by the County and must be accompanied by a bid bond, a cashier's check or certified check of an Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the amount of the bid, made payable to Woodbury County, Iowa. The check or draft may be cashed by the County as liquidated damages in the event the successful bidder fails to enter into a contract within the ten (10) days after notice of award and post bond satisfactory to the County ensuring the faithful fulfillment of the contract.

The contract will be awarded to the lowest responsive, responsible bidder. However, the County reserves the right to reject any or all bids, re-advertise for new bids and to waive informalities that may be in the best interest of the County. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa and to Iowa domestic labor.

The Notice of Public Hearing will be published in the Sioux City Journal on June 16, 2021.

The work on this project shall begin upon receipt of the Notice to Proceed and be fully completed by November 1, 2022. Potable water connection to the Law Enforcement Center site shall be fully completed by November 1, 2021.

Specifications for this project shall be the 2021 version of the Iowa Statewide Urban Standard Specifications for Public Improvements modified in accordance with the 2020 version of the City of Sioux City Supplement.

Copies of said construction documents are available at the office of the Woodbury County Building Services Director for examination by the public. Construction documents for private use, or potential prime contractors may be obtained in electronic format from Toth & Associates, Inc. (Matt Miller, mmiller@tothassociates.com, 417-888-0645) or online at www.beelineplanroom.com or at www.sioux-city.org/government/departments-a-f/engineering at no charge. The bidder is responsible for printing documents as necessary.

/s/ Patrick Gill
Woodbury County Auditor, Sioux City, Iowa

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COSTS FOR THE CONSTRUCTION OF THE WOODBURY COUNTY LAW ENFORCEMENT CENTER OFFSITE IMPROVEMENTS, IN SIOUX CITY, IOWA.

A public hearing will be held before the Woodbury County Board of Supervisors in the Board of Supervisors Meeting Room, 1st Floor, 620 Douglas Street, in Sioux City, Iowa, June 22, 2021 at 4:45 P.M., Local Time, on the proposed plans, specifications, form of contract, and estimate of cost in the amount of \$3,630,000 (the construction documents) for the construction of the Woodbury County Law Enforcement Center Offsite Improvement Project in Sioux City, Iowa. At said hearing, any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated cost of the public improvement. The project is located along 28th Street from Business 75 Highway to Outer Drive and includes paving sections of 28th Street, adding turn lanes at the intersection of 28th Street and Outer Drive, and extending water, sewer, gas and fiber utilities to the Law Enforcement Center site.

/s/ Patrick Gill
Woodbury County Auditor, Sioux City, Iowa

Publish in the Sioux City Journal June 16, 2021.

Instruction to Bidders

1. QUALIFICATION OF THE BIDDERS

- A. The bidder must be qualified by experience, financing, and equipment to do the work described in the contract documents.
- B. The County shall have the right to take such action as it may deem necessary in determining the ability of the bidder to perform the work satisfactorily. The County reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.
- C. Upon request of the Engineer, the bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's inability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated inability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.
- D. Disqualification of Bidders – Any one or more of the following causes may be considered as sufficient for the disqualification of the bidder and the rejection of the bid or bids:
 - 1. More than one bid for the same work from an individual, firm, partnership or corporation under the same or different names.
 - 2. Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any further work.
 - 3. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress, including projects with liquidated damages being assessed.
 - 4. Incomplete work which in the judgment of the County might hinder or prevent the prompt completion of additional work, if awarded.
 - 5. For being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.
 - 6. The attention of bidders is directed to Chapter 553, Code of Iowa, regarding unlawful combinations in making public contracts.

2. CONTENTS OF THE PROPOSAL FORMS

- A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.
- B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

3. QUANTITIES AND UNIT PRICES

- A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.
- B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the County as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price

extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The County expressly reserves the right to increase or decrease the quantities during construction as outlined in General Conditions, Section 11.2 – Changes and Increased or Decreased Quantities of Work, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.

- C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.
- D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

4. EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK

- A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal.
- B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.
- C. The bidder on this work acknowledges the facts set out in the preceding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.
- D. By the submission of a bid on this work, the bidder acknowledges and agrees, investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.
- E. The County does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal.

5. INTERPRETATION OF THE CONTRACT DOCUMENTS

All questions about the meaning or intent of the bidding documents shall be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda, via the contact information provided on the plan holder's list.

Questions received less than seven (7) days prior to the date for opening bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the County via the contact information provided on the plan holder's list to the bidders with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

7. PREFERENCE FOR LABOR AND MATERIALS

- A. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Code Chapter 73.
- B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

8. TAXES

A. Sales and Use Tax:

The bidder shall not include any form of sales or use tax in the bid. The County will facilitate the issuance of the tax certificates for the contractor and subcontractors. No materials shall be bought before obtaining this certificate.

All contractors and subcontractors shall submit the following information, on or prior to the pre-construction meeting, to the Public Works Department/Engineering Division to obtain the sales tax exemption certificate. The information required for this is:

- Company name
- Company contact
- Full address
- Phone number
- Fax number
- Tax ID number
- Email address

Materials cannot be purchased until this certificate is supplied to both the prime and subcontractors. The tax exemption certificate will be issued to the prime contractor along with all subcontractors as soon as possible after the County Board of Supervisors approves the contracts, and the information is provided by the Contractor. The Notice to Proceed shall not be issued until the certificates are obtained. This does not apply to IDOT projects or material bought outside the state of Iowa.

B. Income Tax Deduction on Nonresident Contractors

The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with State of Iowa Tax Commission, as provided in Section 422.17, Code of Iowa, releasing County from withholding any and all sums required by provision of Section 422.17, Code of Iowa.

9. PREPARATION OF THE BID PROPOSAL

- A. **Bid Proposal:** Bid proposals shall be legibly written in ink or typed on the forms provided by the County and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.
- B. **Unit Price Attachment:** The Engineer will allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices.
1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.
 2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.
 3. The total amount bid shall be entered below the last bid item on the unit price attachment.
 4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).
 5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.
 6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.
 7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.
 8. When evaluating and tabulating the bids, the County shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.
- C. The bidder, as a business organization, shall comply with the requirements of SUDAS Section 1070, 1.11 - Business Organization Requirements.
- D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

10. BIDDERS CERTIFICATION

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the County.

11. IRREGULAR AND NONRESPONSIVE PROPOSALS

- A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:
1. If submitted on a form other than that furnished by the County or the Unit Price Attachment, or if the form is altered or any part thereof is detached or missing;
 2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;
 3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or
 4. If the bidder submits more than one proposal for the same work under the same or different names.
- B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:
1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;
 2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;
 3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the County;
 4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The County may require the bidder to identify any corrections or alteration so initialed;
 5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.
 6. If the bid is accompanied by an unacceptable bid security.
- C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the County will make corrections thereto by an addendum.
- D. Proposals will be evaluated by the County pursuant to the provisions of Approval for Award and Award of Contract, Section 1 - Acceptance or Rejection of Proposals.

12. SUBMISSION OF THE BID, IDENTITY OF BIDDER, AND BID SECURITY

- A. The bid shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the County at or before the time and at the place provided in the Notice of Public Hearing and Notice of Taking Bids. It is the sole responsibility of the bidder to see its proposal is delivered to the County prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

13. WITHDRAWAL OF BIDS

- A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the County, provided such request is made in writing to the County prior to the time set for receiving proposals.
- B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the County prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.
- C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.
- D. If, within 24 hours after bids are opened, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned. Thereafter, if the work is rebid, that bidder will be disqualified from further bidding on the work.

14. OPENING OF BIDS

At the time and place set forth in the Notice of Public Hearing and Notice of Taking Bids, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

15. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The bidder will be required to assure the County that the bidder will not in the performance of the work specified herein discriminate against any person based upon the person's age, race, creed, color, sex, nation origin, religion, sexual orientation, gender identity, pregnancy, mental disability, physical

disability, union or association membership or office therein. The bidder will also be required to submit to the County an affirmative action program.

16. BIDDER STATUS FORM

The bidder is required to complete the Bidder Status Form, and Worksheet: Authorization to Transact Business form, as provided in these documents. Failure to submit a fully completed Bidder Status Form and Worksheet with the bid may result in the bid being deemed nonresponsive and rejected.

APPROVAL FOR AWARD AND AWARD OF CONTRACT

1. ACCEPTANCE OR REJECTION OF PROPOSALS

- A. The County reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in Special Provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in Instruction to Bidder, Section 11 - Irregular and Nonresponsive Proposals; and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.
- B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that indicates that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.
- C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.
- D. Proposals may be rejected if the bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract with the County, or has an unsatisfactory record of performance and cooperation on any such previous contract with the County, or has failed to maintain satisfactory progress on work already under contract with the County.
- E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.
- F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.
- G. Promptly after the proposals are opened and evaluated, the County shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

2. RELEASE OF BID SECURITY

- A. After the County's approval of the contract executed by the lowest bidder, the County shall promptly release the bid security of all bidders, or within thirty days of the bid opening, whichever is sooner. If all bids are rejected, all bid security will be promptly released.

- B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

3. AWARD OF CONTRACT

- A. **Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall sign, leaving all the dates blank, executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of Section 1070, Part 3 - Bonds and Insurance as required by the County. The County will thereupon receive and file such documents and award the contract.
- B. **Deferred Award:** The County reserves the right to defer award of any contract for a period not to exceed 30 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.
- C. **Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the County, the amount of the bidder's bid security may at the County's option be forfeited and shall become the property of the County, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the County, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the County in any legal manner.

7. Check if bidder is using and has attached to this bid form, a computer generated substitute personal Bid Items, Quantities and Prices form for this project and that you certify it complies with the Special Provisions.

Bidder agrees:

1. To do all "Extra Work" which may be required to complete the work contemplated at a cost to be determined in accordance with the contract documents.
2. That the terms and provisions of the Notice of Public Hearing, Notice of Taking Bids, the Instructions to Bidders, and the Bid Bond are a part of this "Bid Form" as if fully set forth herein.
3. That, if the bid is accepted, to execute the contract and provide a bond and insurance and other documents as required by the bid documents.
4. To commence the work on this project on or before a date to be specified in a written Notice to Proceed by the County, with a Completion Date of November 1, 2022; and a Completion Date of November 1, 2021 for the potable water connection to the Law Enforcement Center Site; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand dollars (\$1,000) for each day thereafter that the work remains incomplete.

The Bidder shall indicate whether the bid is submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Joint-venture: all parties must join in and execute all documents
- Other

SIoux CITY ENGINEERING COMPANY

Bidder



Signature

By:

JASON SULZBACH

Name (Print/Type)

VICE PRESIDENT

Title

5000 SOUTH LEWIS BLVD

Street Address

SIoux CITY, IA 51106

City, State, Zip Code

712.255.7683

Telephone Number

The bidder shall enter its Public Registration Number C-090503 - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

NOTE: The signature on this bid must be an original signature in ink; copies or facsimile of any signature will not be accepted.

NOTE: The Contractor is also required to submit all pages required in Section C with their bid submittal. Failure to do so may deem the bid as non-responsive.

SEE ATTACHED BID FORM

**BID ITEMS, QUANTITIES AND PRICES FOR
Woodbury County Law Enforcement Center Offsite Improvement Project**

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on this Attachment - Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The total Construction Cost plus any alternate selected by the County shall be used only for comparison of bids. The Total Construction Cost, including any Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
001	Mobilization, Demobilization, & Bonding	LS	1	\$	\$
002	7.0 in. Concrete Pavement (28th Street)	SF	96,650	\$	\$
003	7.0 in. Concrete Pavement (Outer Drive)	SF	15,070	\$	\$
004	7.0 in. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)	SF	10,045	\$	\$
005	Rumple Strip	LF	2,015	\$	\$
006	Pavement Markings	LF	7,310	\$	\$
007	Signage	LS	1	\$	\$
008	7.0 in. Concrete Pavement Replacement	SF	1,670	\$	\$
009	6.0 in. Asphalt Pavement Replacement	SF	13,550	\$	\$
010	Fence & Gate Replacement	LF	90	\$	\$
011	Road Lighting	LS	1	\$	\$
012	Temporary Traffic Control	LS	1	\$	\$
013	16-inch DR-14, C900 PVC Potable Water Main	LF	3,450	\$	\$
014	16-inch Gate Valve	EA	4	\$	\$
015	Air Release Valve	EA	1	\$	\$

016	Fire Hydrant	EA	10	\$	\$
017	Sanitary Sewer Manhole Rim Adjustment	EA	1	\$	\$
018	2-FT Concrete Curb and Gutter	LF	7,360	\$	\$
019	2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)	LF	275	\$	\$
020	Earthwork (Cut)	CY	3,560	\$	\$
021	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	4,275	\$	\$
022	Earthwork (Fill)	CY	13,960	\$	\$
023	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	CY	15	\$	\$
024	6-inch Perforated Subdrain	LF	7,360	\$	\$
025	15-inch HDPE Storm Pipe	LF	1,355	\$	\$
026	15-inch RCP Flared End Section	EA	1	\$	\$
027	18-inch HDPE Storm Pipe	LF	1,620	\$	\$
028	18-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	1	\$	\$
029	24-inch RCP HDPE Storm Pipe	LF	30	\$	\$
030	72-inch RCP Storm Pipe	LF	325	\$	\$
031	72-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	4	\$	\$
032	Single Grate Intake (SW-501)	EA	13	\$	\$
033	Single Grate Intake (SW-503)	EA	1	\$	\$
034	8-inch SDR 26 PVC Gravity Sewer	LF	210	\$	\$
035	10-inch SDR 26 PVC Gravity Sewer	LF	4,205	\$	\$
036	10" SDR 26 PVC Gravity Sewer (Mid-American)	LF	525	\$	\$

037	4-FT Diameter Precast Standard Concrete Manhole	EA	22	\$	\$
038	4-FT Diameter Precast Standard Concrete Manhole (Mid-American)	EA	2	\$	\$
039	Fiber-Optic	LF	4,270	\$	\$
040	Fiber-Optic Handhole	EA	5	\$	\$
041	Gas Main Extension	LS	1	\$ 28,343.00	\$ 28,343.00
042	Temporary Erosion Control	LS	1	\$	\$
043	Cleanup and Restoration	AC	8.0	\$	\$
044	Final Seed, Fertilizer, and Mulch	AC	8.0	\$	\$
BASE BID TOTAL CONSTRUCTION COST:					\$

BID ALTERNATE 1					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
045	Deduct the total of the following line items from the Base Bid: 018-029				\$
046	RCP Driveway Culverts	EA	4	\$	\$
047	RCP Driveway Culverts (Mid-American)	EA	2	\$	\$
048	Earthwork (Cut)	CY	7,835	\$	\$
049	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	980	\$	\$
050	Earthwork (Fill)	CY	10,535	\$	\$
051	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	CY	35	\$	\$
TOTAL BID ALT 1 CONSTRUCTION COST:					\$

BID ALTERNATE 2					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
052	2-inch Mill/Overlay	SF	68,340	\$	\$
TOTAL CONSTRUCTION COST:					\$

BID ALTERNATE 3					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
053	Deduct the total of the following line items from the Base Bid: 002 & 004				\$
054	6.0 in. Asphalt Pavement	SF	95,530	\$	\$
055	6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)	SF	10,045	\$	\$
TOTAL BID ALT 3CONSTRUCTION COST:					\$

NOTE: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the County. Quantity changes which amount to twenty percent (20%) or less of the total bid shall not affect the unit bid price.

SIoux CITY ENGINEERING CO.

Project Title: Woodbury County Law Enforcement Center offsite improvement project					
Letting Date: July 8, 2021					
Completion Date: Nov 2022 - Watermain Nov 2021					
*120,000°°120,000°°					
#	Description	Units	Unit Price	Total Cost	
1	Mobilization, Demobilization, & Bonding	1 ls	180,000.00	180,000.00	
2	7.0 in. Concrete Pavement (28th Street)	104060 sf	6.80	707,608.00	
3	7.0 in. Concrete Pavement (Outer Drive)	15070 sf	6.90	103,983.00	
4	7.0 in. Concrete Pavement (East Bound Turn Lane & Mid American Driveways)	10690 sf	6.90	73,761.00	
5	Rumple Strip	2015 lf	6.00	12,090.00	
6	Pavement Markings	7310 lf	1.00	7,310.00	
7	Signage	1 ls	3,400.00	3,400.00	
8	7.0 in. Concrete Pavement Replacement	365 sf	27.00	9,855.00	
9	6.0 in. Asphalt pavement Replacement	4160 sf	6.85	28,496.00	
10	Fence & Gate Replacement	90 lf	40.00	3,600.00	
11	Road Lighting	1 ls	-	-	
12	Temporary Traffic Control	1 ls	11,500.00	11,500.00	
13	8-inch DR-14, C900 PVC potable Water Main (Mid-American)	145 lf	115.00	16,675.00	
14	16-inch DR-14, C900 PVC Potable Water Main	3450 lf	94.00	324,300.00	
15	8-inch Gate Valve (Mid-American)	2 ea	1,750.00	3,500.00	
16	16-inch Butterfly Valve	4 ea	4,500.00	18,000.00	
17	Air Release Valve	1 ea	15,750.00	15,750.00	
18	Fire Hydrant	10 ea	5,900.00	59,000.00	
19	Sanitary Sewer Manhole Rim Adjustment	1 ea	2,300.00	2,300.00	
20	2-FT Concrete Curb and Gutter	7360 lf	9.00	66,240.00	
21	2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)	275 lf	23.00	6,325.00	
22	Earthwork (Cut)	3560 cy	6.00	21,360.00	
23	Earthwork (Cut)- (East Bound Turn Lane & Mid American Driveways)	4275 cy	6.00	25,650.00	
24	Earthwork (Fill)	13960 cy	8.00	111,680.00	
25	Earthwork (Fill)- (East Bound Turn Lane & Mid American Driveways)	15 cy	19.00	285.00	
26	6-inch Perforated Subdrain	7360 lf	6.50	47,840.00	
27	15-inch HDPE Storm Pipe	1355 lf	44.00	59,620.00	
28	15-inch RCP Flared End Section	1 ea	1,300.00	1,300.00	
29	18-inch RCP Storm Pipe	460 lf	49.00	22,540.00	

SIoux CITY ENGINEERING CO.

Project Title: Woodbury County Law Enforcement Center offsite improvement project					
Letting Date: July 8, 2021					
Completion Date: Nov 2022 - Watermain Nov 2021					
#	Description	Units	Unit Price	Total Cost	
30	18-inch RCP Flared End section with Rip Rap outlet protection	1 ea	1,775.00	1,775.00	
31	24-inch RCP Storm Pipe	30 lf	70.00	2,100.00	
32	Single Grate Intake (Sw-501)	13 ea	2,550.00	33,150.00	
33	Single Grate Intake (SW-503)	1 ea	4,750.00	4,750.00	
34	72-inch RCP Storm Pipe	325 lf	400.00	130,000.00	
35	72-inch RCP Flared End Section with Rip Rap outlet Protection	4 ea	6,550.00	26,200.00	
36	8-inch SDR 26 PVC Gravity Sewer	210 lf	36.00	7,560.00	
37	10-inch SDR 26 PVC Gravity Sewer	4205 lf	38.00	159,790.00	
38	10" SDR 26 PVC Gravity Sewer (Mid American)	525 lf	38.00	19,950.00	
39	4-FT Diameter Precast Standard Concrete Manhole	21 ea	5,350.00	112,350.00	
40	4-FT Diameter Precast Standard Concrete Manhole (Mid-American)	2 ea	5,350.00	10,700.00	
41	Fiber-Optic	4270 lf	27.75	118,492.50	
42	Fiber- Optic (City of Sioux City)	2305 lf	25.00	57,625.00	
43	Fiber-Optic Handhole	5 ea	2,800.00	14,000.00	
44	Fiber - Optic Handhole (City of Sioux City)	4 ea	2,800.00	11,200.00	
45	Gas Main Extension	1 ls	28,343.00	28,343.00	
46	Temporary Erosion Control	1 ls	16,500.00	16,500.00	
47	Cleanup and Restoration	8 acr	1,500.00	12,000.00	
48	Final Seed, Fertilizer, and Mulch	8 acr	2,800.00	22,400.00	
49	LEC Fire Service Connection	1 ls	7,000.00	7,000.00	
50	LEC Water Service Connection	1 ls	9,750.00	9,750.00	
51			-	-	
Base Bid Total Construction Cost				2,749,603.50	
Bid Alternate 1				2,689,603.50	
101	Deduct the total of the following line items from the Base Bid: 020-33	-1 ls	404,615.00	(404,615.00)	
102	13" x 23" Elliptical RCP Storm Pipe (Mid-American)	100 lf	140.00	14,000.00	

SIoux CITY ENGINEERING CO.

Project Title: Woodbury County Law Enforcement Center offsite improvement project				
Letting Date: July 8, 2021				
Completion Date: Nov 2022 - Watermain Nov 2021				
#	Description	Units	Unit Price	Total Cost
103	14" x 23" Elliptical RCP Flared End Section with Rip Rap outlet Protection	2 ea	4,900.00	9,800.00
104	18- Inch RCP Storm Pipe	42 lf	100.00	4,200.00
105	18 - inch RCP Flared End Section with Rip Rap outlet protection	2 ea	1,750.00	3,500.00
106	Earthwork (Cut)	7835 cy	6.00	47,010.00
107	Earthwork (Cut)- (East bound Turn Lane & Mid-American Driveways)	980 cy	6.00	5,880.00
108	Earthwork (Fill)	10535 cy	8.00	84,280.00
	Earthwork (Fill) - (East bound Turn land & Mid-American Driveways)	35 cy	19.00	665.00
	Total Bid Alt 1 Construction Cost			(235,280.00)
	Bid Alternate 2			
201	2-Inch Mill/Overlay	68340 sf	1.53	104,560.20
	Total Construcion Cost			104,560.20
	Bid Alternate 3			
301	Deduct the total of the following line items from the base bid: 002& 004	-1 ls	781,369.00	(781,369.00)
302	6.0 Asphalt Pavmenet	104060 sf	6.14	638,928.40
303	6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)	10690 sf	6.98	74,616.20
304	Total Bid Alt 3 Construction Cost			(67,824.40)

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

- Dates: _____ / _____ / **1963** to _____ / _____ **CURRENT** Address: **5000 SOUTH LEWIS BLVD**
City, State, Zip: **SIoux CITY, IA 51106**
- Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____
- Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____
- You may attach additional sheet(s) if needed.*

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: **SIoux CITY ENGINEERING COMPANY**

Signature: 

Date: **JULY 8, 2021**

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

AFFIRMATIVE ACTION INFORMATION

The Contractor does hereby certify to Woodbury County, Iowa, that no person shall, in any way, be favored or discriminated against because of the person's age, race, creed, color, sex, national origin, religion, sexual orientation, gender identity, pregnancy, mental disability, physical disability, union or association membership or office herein.

If selected as the successful bidder, this Contractor hereby agrees to file a nondiscrimination and equal opportunity statement and/or an Affirmative Action Program.

**Woodbury County Law Enforcement Center Offsite
Improvement Project**

SIoux CITY ENGINEERING COMPANY
COMPANY

JON SULZBACH
EXECUTIVE OFFICER

JASON SULZBACH
AFFIRMATIVE ACTION OFFICER



SIGNATURE

ADDRESS OF THE AFFIRMATIVE ACTION OFFICER

5000 SOUTH LEWIS BLVD

SIoux CITY, IA 51106

PHONE NUMBER **712.255.7683**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Sioux City Engineering Company
as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly
bound unto the Woodbury County, Iowa, hereinafter called the "COUNTY", in the penal sum of
Ten Percent of Bid Amount Dollars (\$ 10%) lawful
money of the United States, for the payment of which sum will and truly be made, we find
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents. The condition of this obligation is such that whereas the Principal has submitted
the accompanying bid, dated July 8, 2021, for the construction of the Woodbury
County Law Enforcement Center Offsite Improvement Project, in Sioux City, Iowa.

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

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

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form
specified and shall furnish a bond for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection therewith, and
shall in all other respects perform the agreement created by the acceptance of said Bid, then
this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated plus
any court costs, attorney's fees, and any other expenses of recovery.

By virtue of statutory authority, the full amount of this Bid Bond shall be forfeited to the County in
liquidation of damages sustained in the event that the Principal fails to execute the contract and
provide the bond as provided in the specifications or by law.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals,
and such of them as are corporations, have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers on July 8, 2021.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Casey A Mills; Joseph M Puetz; Keith M Shellhammer; Kyle A Konopasek; Lynn A Mills

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of November, 2020.

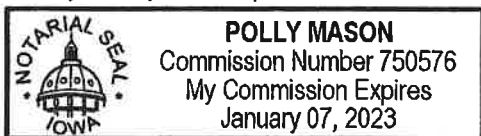


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of November 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of July, 2021.



William Warner Jr.
Secretary

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: 
Attorney-in-Fact/Officer Signature

Kyle Konopasek
Name of Attorney-in-Fact/Officer

Mills-Shellhammer-Puetz & Associates, Inc.
Company Name

117 Pierce Street Ste 200
Company Address

Sioux City, Iowa 51101
City, State, Zip Code

712-258-2580
Company Telephone Number

PRINCIPAL:

Sioux City Engineering Company
Bidder

By: 
Signature

Jason Sulzbach
Name (Print/Type)

Vice-President
Title

5000 South Lewis Boulevard
Address

Sioux City, Iowa 51106
City, State, Zip Code

712-255-7683
Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.

FORM OF CONTRACT

THIS CONTRACT, made on July 27, 2021, by and between Sioux City Engineering Company (hereinafter called the "Contractor") and Woodbury County, Iowa, (hereinafter called the "County").

WITNESSETH, that the Contractor and the County, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK – The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and complete in a workmanlike manner all the work required in connection with the construction of the **Woodbury County Law Enforcement Center Offsite Improvement Project** in Sioux City, Iowa, all in strict accordance with the 2021 version of the Iowa Statewide Urban Design and Specifications (SUDAS), as further modified by the 2020 version of the Sioux City Supplement to SUDAS, and Special Provisions included in said contract documents; and in strict compliance with the Contractor's bid and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE – This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices which were proposed by the Contractor in its bid submitted in accordance with the Instructions to Bidders, Notice of Taking Bids and Notice of Public Hearing. The Contractor agrees to perform said work for and in consideration of the County's payment of the bid amount of **Two Million Six Hundred Eighty-Nine Thousand Six Hundred Three and 50/100 dollars (\$2,689,603.50)** which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the County and to complete the project on or before November 1, 2022 and to complete the potable water connection to the Law Enforcement Center Site on or before November 1, 2021 to pay liquidated damages for noncompliance with said completion provisions at the rate of **One Thousand and 00/100 dollars (\$1,000.00)** for each day thereafter that the work remains incomplete.

ARTICLE III. PAYMENTS – Payments will be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT – This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Change Orders
2. Addenda
3. Shop and Working Drawings submitted by the Contractor, when approved by the Engineer
4. This Instrument
5. Special Provisions
6. Plans
7. General Conditions
8. Instruction to Bidders
9. Notice of Public Hearing and Notice of Taking Bids
10. 2020 version of the Sioux City Supplement to SUDAS
11. 2021 version of the Iowa Statewide Urban Design and Specifications (SUDAS)
12. Contractor's Performance, Maintenance & Payment Bond
13. Contractor's Bid
14. Bidders Status Form

In the event that any provision in any of the foregoing component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts the day and year first above written.

This Contract, however, shall not be of any validity, force, or effect until it has been approved by the Board of Supervisors, signed by the Board Chairman and delivered to the Contractor.

Sioux City Engineering Co.
Contractor

By: 
Signature

Jason Sulzbach
Name Printed

VP
Title

WOODBURY COUNTY, IOWA

By: _____
Chairman, Board of Supervisors

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

Woodbury County Law Enforcement Center Offsite Improvements Project

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

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

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

036	8-inch SDR 26 PVC Gravity Sewer	LF	210	\$	\$
037	10-inch SDR 26 PVC Gravity Sewer	LF	4,205	\$	\$
038	10-inch SDR 26 PVC Gravity Sewer (Mid-American)	LF	525	\$	\$
039	4-FT Diameter Precast Standard Concrete Manhole	EA	21	\$	\$
040	4-FT Diameter Precast Standard Concrete Manhole (Mid-American)	EA	2	\$	\$
041	Fiber-Optic	LF	4,270	\$	\$
042	Fiber-Optic (City of Sioux City)	LF	2,305	\$	\$
043	Fiber-Optic Handhole	EA	5	\$	\$
044	Fiber-Optic Handhole (City of Sioux City)	EA	4	\$	\$
045	Gas Main Extension	LS	1	\$ 28,343.00	\$ 28,343.00
046	Temporary Erosion Control	LS	1	\$	\$
047	Cleanup and Restoration	AC	8.0	\$	\$
048	Final Seed, Fertilizer, and Mulch	AC	8.0	\$	\$
049	LEC Fire Service Connection	LS	1	\$	\$
050	LEC Water Service Connection	LS	1	\$	\$
BASE BID TOTAL CONSTRUCTION COST:					\$ 2,749,603.50

+ Jason Bufford
 2,689,603.50
 Jason Bufford

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

103	14" x 23" Elliptical RCP Flared End Section with Rip Rap Outlet Protection (Mid-American)	EA	2	\$	\$
104	18-inch RCP Storm Pipe	LF	42	\$	\$
105	18-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	2	\$	\$
106	Earthwork (Cut)	CY	7,835	\$	\$
107	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	980	\$	\$
108	Earthwork (Fill)	CY	10,535	\$	\$
109	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	CY	35	\$	\$
TOTAL BID ALT 1 CONSTRUCTION COST:					\$ (235,280.00)

Jason S. Smith

BID ALTERNATE 2					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
201	2-inch Mill/Overlay	SF	68,340	\$	\$
TOTAL BID ALT 2 CONSTRUCTION COST:					\$ 104,560.20

Jason S. Smith

BID ALTERNATE 3					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
301	Deduct the total of the following line items from the Base Bid: 002 & 004				\$
302	6.0 in. Asphalt Pavement	SF	104,060	\$	\$
303	6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)	SF	10,690	\$	\$
TOTAL BID ALT 3 CONSTRUCTION COST:					\$ (67,824.40)

Jason S. Smith

SIoux CITY ENGINEERING CO.

Project Title: Woodbury County Law Enforcement Center offsite improvement project				
Letting Date: July 8, 2021				
Completion Date: Nov 2022 - Watermain Nov 2021				
#	Description	Units	Unit Price	Total Cost
1	Mobilization, Demobilization, & Bonding	1 ls	180,000.00	180,000.00
2	7.0 in. Concrete Pavement (28th Street)	104060 sf	6.80	707,608.00
3	7.0 in. Concrete Pavement (Outer Drive)	15070 sf	6.90	103,983.00
4	7.0 in. Concrete Pavement (East Bound Turn Lane & Mid American Driveways)	10690 sf	6.90	73,761.00
5	Rumple Strip	2015 lf	6.00	12,090.00
6	Pavement Markings	7310 lf	1.00	7,310.00
7	Signage	1 ls	3,400.00	3,400.00
8	7.0 In. Concrete Pavement Replacement	365 sf	27.00	9,855.00
9	6.0 in. Asphalt pavement Replacement	4160 sf	6.85	28,496.00
10	Fence & Gate Replacement	90 lf	40.00	3,600.00
11	Road Lighting	1 ls	-	-
12	Temporary Traffic Control	1 ls	11,500.00	11,500.00
13	8-inch DR-14, C900 PVC potable Water Main (Mid-American)	145 lf	115.00	16,675.00
14	16-inch DR-14, C900 PVC Potable Water Main	3450 lf	94.00	324,300.00
15	8-inch Gate Valve (Mid-American)	2 ea	1,750.00	3,500.00
16	16-inch Butterfly Valve	4 ea	4,500.00	18,000.00
17	Air Release Valve	1 ea	15,750.00	15,750.00
18	Fire Hydrant	10 ea	5,900.00	59,000.00
19	Sanitary Sewer Manhole Rim Adjustment	1 ea	2,300.00	2,300.00
20	2-FT Concrete Curb and Gutter	7360 lf	9.00	66,240.00
21	2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)	275 lf	23.00	6,325.00
22	Earthwork (Cut)	3560 cy	6.00	21,360.00
23	Earthwork (Cut)- (East Bound Turn Lane & Mid American Driveways)	4275 cy	6.00	25,650.00
24	Earthwork (Fill)	13960 cy	8.00	111,680.00
25	Earthwork (Fill)- (East Bound Turn Lane & Mid American Driveways)	15 cy	19.00	285.00
26	6-inch Perforated Subdrain	7360 lf	6.50	47,840.00
27	15-inch HDPE Storm Pipe	1355 lf	44.00	59,620.00
28	15-inch RCP Flared End Section	1 ea	1,300.00	1,300.00
29	18-inch RCP Storm Pipe	460 lf	49.00	22,540.00

SIoux CITY ENGINEERING CO.

Project Title: Woodbury County Law Enforcement Center offsite improvement project				
Letting Date: July 8, 2021				
Completion Date: Nov 2022 - Watermain Nov 2021				
#	Description	Units	Unit Price	Total Cost
30	18-inch RCP Flared End section with Rip Rap outlet protection	1 ea	1,775.00	1,775.00
31	24-inch RCP Storm Pipe	30 lf	70.00	2,100.00
32	Single Grate Intake (Sw-501)	13 ea	2,550.00	33,150.00
33	Single Grate Intake (SW-503)	1 ea	4,750.00	4,750.00
34	72-inch RCP Storm Pipe	325 lf	400.00	130,000.00
35	72-inch RCP Flared End Section with Rip Rap outlet Protection	4 ea	6,550.00	26,200.00
36	8-inch SDR 26 PVC Gravity Sewer	210 lf	36.00	7,560.00
37	10-inch SDR 26 PVC Gravity Sewer	4205 lf	38.00	159,790.00
38	10" SDR 26 PVC Gravity Sewer (Mid American)	525 lf	38.00	19,950.00
39	4-FT Diameter Precast Standard Concrete Manhole	21 ea	5,350.00	112,350.00
40	4-FT Diameter Precast Standard Concrete Manhole (Mid-American)	2 ea	5,350.00	10,700.00
41	Fiber-Optic	4270 lf	27.75	118,492.50
42	Fiber- Optic (City of Sioux City)	2305 lf	25.00	57,625.00
43	Fiber-Optic Handhole	5 ea	2,800.00	14,000.00
44	Fiber - Optic Handhole (City of Sioux City)	4 ea	2,800.00	11,200.00
45	Gas Main Extension	1 ls	28,343.00	28,343.00
46	Temporary Erosion Control	1 ls	16,500.00	16,500.00
47	Cleanup and Restoration	8 acf	1,500.00	12,000.00
48	Final Seed, Fertilizer, and Mulch	8 acf	2,800.00	22,400.00
49	LEC Fire Service Connection	1 ls	7,000.00	7,000.00
50	LEC Water Service Connection	1 ls	9,750.00	9,750.00
51			-	-
	Base Bid Total Construction Cost			2,749,603.50
	Bid Alternate 1			2,609,603.50
101	Deduct the total of the following line items from the Base Bid: 020-33	-1 ls	404,615.00	(404,615.00)
102	13" x 23" Elliptical RCP Storm Pipe (Mid-American)	100 lf	140.00	14,000.00

SIoux CITY ENGINEERING CO.

Project Title: Woodbury County Law Enforcement Center offsite improvement project				
Letting Date: July 8, 2021				
Completion Date: Nov 2022 - Watermain Nov 2021				
#	Description	Units	Unit Price	Total Cost
103	14" x 23" Elliptical RCP Flared End Section with Rip Rap outlet Protection	2 ea	4,900.00	9,800.00
104	18- inch RCP Storm Pipe	42 lf	100.00	4,200.00
105	18 - inch RCP Flared End Section with Rip Rap outlet protection	2 ea	1,750.00	3,500.00
106	Earthwork (Cut)	7835 cy	6.00	47,010.00
107	Earthwork (Cut)- (East bound Turn Lane & Mid-American Driveways)	980 cy	6.00	5,880.00
108	Earthwork (Fill)	10535 cy	8.00	84,280.00
	Earthwork (Fill) - (East bound Turn land & Mid-American Driveways)	35 cy	19.00	665.00
	Total Bid Alt 1 Construction Cost			(235,280.00)
	Bid Alternate 2			
201	2-inch Mill/Overlay	68340 sf	1.53	104,560.20
	Total Construcion Cost			104,560.20
	Bid Alternate 3			
301	Deduct the total of the following line items from the base bid: 002& 004	-1 ls	781,369.00	(781,369.00)
302	6.0 Asphalt Pavmenet	104060 sf	6.14	638,928.40
303	6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)	10690 sf	6.98	74,616.20
304	Total Bid Alt 3 Construction Cost			(67,824.40)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2021

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

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

PRODUCER Mills-Shellhammer-Puetz & Associates 117 Pierce Street Suite 200 Sioux City IA 51101		CONTACT NAME: Dawn Draube PHONE (A/C, No, Ext): (712) 258-2580 E-MAIL ADDRESS: ddraube@mspinsurance.com FAX (A/C, No): (712) 258-2184	
INSURED Sioux City Engineering Company Sulzbach Equipment 5000 S Lewis Blvd Sioux City IA 51106		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677	

COVERAGES **CERTIFICATE NUMBER:** CL20121603421 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 0416185	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0416185	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0416185	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Woodbury County and the City of Sioux City is listed as additional insured on General Liability, Auto Liability, Umbrella Liability when a written contract is in place and all policies are primary and noncontributory when a written contract is in place.

CERTIFICATE HOLDER Woodbury County 620 Douglas Street Sioux City IA 51102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4280 Sergeant Road, Suite 200 Sioux City IA 51106	CONTACT NAME: PHONE (A/C, No, Ext): 712-252-4026 FAX (A/C, No): 712-252-3421	
	E-MAIL ADDRESS:	
INSURED Sioux City Engineering Company 5000 S Lewis Blvd Sioux City, IA 51103	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Midwest Builders' Casualty Mutual Co	NAIC # 13126
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 384935932 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC100-0001087-2020A	1/1/2021	1/1/2022	X PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project Title: Woodbury County Law Enforcement Center offsite improvement.

CERTIFICATE HOLDER**CANCELLATION**

Woodbury County
 620 Douglas Street
 Sioux City IA 51102

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

AUTHORIZED REPRESENTATIVE

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Sioux City Engineering Company as Principal (hereinafter called "Contractor" or "Principal"), and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the Woodbury County, Iowa, as Oblige, (hereinafter called "County") and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Six Hundred Eighty-Nine Thousand Six Hundred Three and Dollars (\$ 2,689,603.50), lawful money of the United States, for the payment of which ^{50/100} dollars sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the County, bearing the date of _____ (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements: **Woodbury County Law Enforcement Center Offsite Improvement Project** and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the County from all outlay and expense incurred by the County by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to; claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the County is required to retain until completion of the improvement, but the Contractor and surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two years.
 - B. To keep all work in continuous good repair; and
 - C. To pay the County's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the County all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the County at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty-five percent of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

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

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Woodbury County District Court, State of Iowa. If legal action is required by the County to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the County, the Contractor and the Surety agree, jointly and severally, to pay the County all outlay and expense incurred therefore by the County. All rights, powers, and remedies of the County hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

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


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

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

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: 
Signature Attorney-in-Fact/Officer

Kyle A. Konopasek
Name of Attorney-in-Fact/Officer

Mills-Shellhammer-Puetz & Associates, Inc.
Company Name

117 Pierce Street Ste 200
Company Address

Sioux City, Iowa 51101
City, State, Zip Code

712-258-2580
Company Telephone Number

PRINCIPAL:

Sioux City Engineering Company
Contractor

By: 
Signature

Jason Sulzbach
Name (Print/Type)

Vice-President
Title

5000 South Lewis Boulevard
Address

Sioux City, Iowa 51106
City, State, Zip Code

712-255-7683
Telephone Number

Note: All signatures on this bond must be original signatures in ink; copies of facsimile of any signature will not be accepted. This bond must be sealed with the Surety's seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Casey A Mills; Joseph M Puetz; Keith M Shellhammer; Kyle A Konopasek; Lynn A Mills

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of November, 2020.

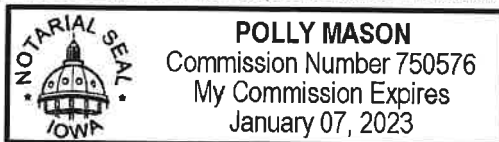


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of November 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2021

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

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

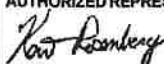
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4280 Sergeant Road, Suite 200 Sioux City IA 51106	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): 712-252-4026	FAX (A/C, No): 712-252-3421
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Midwest Builders' Casualty Mutual Co		13126
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** 384935932 **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ _____ \$ _____	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC100-0001087-2020A	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project Title: Woodbury County Law Enforcement Center offsite improvement.

CERTIFICATE HOLDER Woodbury County 620 Douglas Street Sioux City IA 51102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2021

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

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

PRODUCER Mills-Shellhammer-Puetz & Associates 117 Pierce Street Suite 200 Sioux City IA 51101		CONTACT NAME: Dawn Draube PHONE (A/C, No, Ext): (712) 258-2580 FAX (A/C, No): (712) 258-2184 E-MAIL ADDRESS: ddraube@mspinsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Co	NAIC # 10677
INSURED Sioux City Engineering Company Sulzbach Equipment 5000 S Lewis Blvd Sioux City IA 51106		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL20121603421 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	EPP 0416185	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		Y	EPP 0416185	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0416185	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Woodbury County and the City of Sioux City are listed as additional insureds on General Liability, Auto Liability, Umbrella Liability when a written contract is in place and all policies are primary and noncontributory when a written contract is in place.

CERTIFICATE HOLDER

CANCELLATION

Woodbury County 620 Douglas Street Sioux City IA 51102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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GENERAL CONDITIONS

TABLE OF CONTENTS

Section 1 – Definitions	GC-2
Section 2 – Contract Documents	GC-3
Section 3 – The County.....	GC-4
Section 4 – The Representative	GC-7
Section 5 – The Contractor	GC-9
Section 6 – Miscellaneous Provisions	GC-14
Section 7 – Time	GC-17
Section 8 – Payments and Completion	GC-20
Section 9 – Protection of Persons and Property.....	GC-22
Section 10 – Insurance and Indemnification.....	GC-23
Section 11 – Changes in the Work.....	GC-25
Section 12 – Correction of Work	GC-27
Section 13 – Termination of the Contract.....	GC-28
Section 14 – Claims	GC-29

GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

The following terms as used in the contract documents shall have the following meanings:

- 1.1 **Change Order** - A change order is a written order to the Contractor signed by the County and/or the Representative, ordering a change which has been found necessary or desirable to the work from that originally shown by the plans and specifications. A change order can also represent a final quantity adjustment. A Change order duly executed by the Contractor constitutes authorized modifications of the contract.
- 1.2 **County** – Woodbury County, Iowa.
- 1.3 **City** - The City of Sioux City, Iowa.
- 1.4 **The Contract** - The documents that make up the contract are set forth in the instrument identified as the Form of Contract of which these general conditions are a part.
- 1.5 **Contract Completion Date** – The Contract Completion Date is the date specified in the Contract on which the Contractor must complete the Work.
- 1.6 **Contract Price/Contract Sum** - The contract price is the total of the unit prices stated in the Form of Contract. The contract sum is the total amount payable by the County to the Contractor for the performance of the work under the contract documents after applying actual measurements of work product to unit prices and adding or deducting all approved change orders.
- 1.7 **Contract Time** – If a Working Day contract, the total number of working days as calculated starting on the date stated in the Notice to Proceed. If a Completion Date contract, the time from the starting date shown in the Notice to Proceed to the date specified for completion as shown in the contract, both dates inclusive.
- 1.8 **Contractor** - The person, firm or corporation to whom the contract is awarded by the County.
- 1.9 **Days** - The term days as used in the contract shall mean calendar days.
- 1.10 **Disqualified Bidders** - A Contractor or Subcontractor who has been disqualified as a bidder by the County pursuant to terms of the contract documents.
- 1.11 **Extra Work** - Extra work shall mean work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract within its intended scope and authorized by the Representative or is desired by the County in addition to that work called for in the drawings and specifications. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface or subsurface conditions.

- 1.12 **Notice** - Where in any of the contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the County), when written notice shall be delivered to the Representative, or on the third delivery day after the notice shall have been placed in the United States mail addressed to the said Representative at his office; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract or on the third delivery day after mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the surety on the performance bond, on the third day after the written notice shall have been placed in the United States mail addressed to the surety at the home office of such surety.
- 1.13 **Punch List** - A list of Work Product that remains to be completed to the satisfaction of the Representative in order to satisfy the terms of the contract.
- 1.14 **Representative** - The Representative means the duly appointed person (either staff, or outside consultant) designated by the County, who shall be the County's representative during the period of time work is performed under this contract. The Representative shall have only those powers and duties contained in the contract. Whenever the term Representative is used, it shall be construed to include his duly authorized representative.
- 1.15 **Shop Drawings** - Shop drawings include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- 1.16 **Site** - The location designated by the Representative where the final work product is to be delivered for acceptance by the County.
- 1.17 **Subcontractor** - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.
- 1.18 **Work** - The furnishing of all labor, material, equipment, and other incidentals necessary or convenient to the successful completion imposed by the contract, including delivery of the work product to the site.
- 1.19 **Work Product** - Parts of and/or the ultimate item to be constructed and ultimately delivered to the County, including installation where required.
- 1.20 **Working Days** - As defined by the Statewide Urban Design and Specifications (SUDAS), Section 1080.

SECTION 2 - CONTRACT DOCUMENTS

- 2.1 **The Contract** - The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided by General Conditions,

Sections 11.1 and 11.3, the contract may be amended or modified only by a written change order signed by the Representative, and/or the County, and the Contractor. Nothing contained in the contract documents shall create any contractual relationship between the County and any subcontractor or sub-subcontractor.

2.2 **Correlation and Intent** – (a) The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. The contract documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the contract documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

(b) It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents, or from prevailing custom or trade usage as being required to produce the intended result, will be furnished and performed whether or not specifically called for. This shall include, but not be limited to, items specifically identified in the specifications as incidental. Work items clearly depicted on the plans, which are not covered by a specific bid item, are considered to be incidental to the Contract.

2.3 **Successors and Assignment** - The County and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the County and the surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to the prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

2.4 **Governing Law** - This contract shall be governed by any applicable federal laws and by the laws of the State of Iowa and the ordinances of the County.

2.5 **Jurisdiction** - The Woodbury County, Iowa, District Court shall have exclusive jurisdiction of all litigation between the Contractor and the County.

2.6 **Rights and Remedies** - The duties and obligations imposed by the contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 3 - THE COUNTY

- 3.1 **Information** - Information or services under the County's control shall be furnished by the County upon request of the Contractor with reasonable promptness to avoid delay in the orderly progress of the work. The County shall not be responsible for the accuracy of information given to the Contractor unless specifically warranted by the Representative to be accurate.
- 3.2 **Copies Provided** - Unless otherwise provided in the contract documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications, reasonably necessary for the execution of the work.
- 3.3 **Coordination of Contract Documents** - (a) In case of any discrepancy between the various Contract Documents, the priority of such documents, and therefore the order in which the provisions of such documents shall govern, shall be as found in Article IV of the Form of Contract.
- (b) The Contractor shall not take advantage of any apparent error or omission in the plans and/or specifications or of any discrepancy between the plans and/or specifications. The Representative shall be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications.
- 3.4 **Construction Stakes** – Unless otherwise identified in the Special Provisions as the County's responsibility, the Contractor, will furnish all lines, grades and measurements necessary to the proper prosecution and control of the work contracted. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Such stakes and markings by the Contractor shall be scrupulously preserved by the Contractor. The Contractor shall preserve all survey control points during construction.
- 3.5 **Instructions** - The County shall forward all instructions to the Contractor through the Representative.
- 3.6 **County's Right to Stop the Work** - If the Contractor fails to correct defective work as required by General Conditions, Section 12.2, or persistently fails to carry out the work in accordance with the contract documents, the Representative or the County by a written notice, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or entity.
- 3.7 **County's Right to Carry Out the Work** - If the Contractor defaults or neglects to carry out the work in accordance with the contract documents, and fails within seven days after receipt of written notice from the County, to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate change order shall be issued, deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including

compensation for any additional services made necessary by such default, neglect or failure. Failure by the Contractor to execute such a change order shall not invalidate the order, and the Representative shall note such refusal thereon. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

3.8 **Suspension of Work** - (a) The County or the Representative may at any time suspend the work or any part thereof by giving a reasonable notice (oral or written) to the Contractor. If orally, the County or the Representative must follow up within a reasonable time in writing. In an emergency situation, the length of the notice may be reduced accordingly.

(b) In the event the Contractor is ordered to suspend work for some unforeseen cause not provided for in the contract documents, and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the job during the period of shutdown. The Contractor must use every reasonable effort to utilize employees and machinery on other parts of the job. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the date of the order for work to cease until the date of the order for work to resume. Claims for such compensation shall be processed under General Conditions, Section 14 herein. No provision of this paragraph shall be construed as entitling the Contractor to compensation for delays caused by orders suspending the work due to inclement weather, failure of surety, Contractor's failure to perform in accordance with the contract or order of the Representative, for suspension made at the request of the Contractor or for any other delay provided for in the contract.

(c) If it should become necessary to stop work for any period, the Contractor shall store all materials in such manner that they will not become an obstruction, nor become damaged in any way, and shall take every precaution to prevent damage or deterioration of the work performed; provided suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary.

(d) The Contractor shall not suspend the work without written authority from the Representative, and shall proceed with the work promptly when notified by the Representative to resume operations.

(e) This paragraph does not require the Representative to suspend the work for any reasons.

3.9 **Use and Possession Prior to Completion** - (a) The County shall have the right to take possession of and use any completed or partially completed part of the work delivered to the County. Such possession or use shall not be deemed an acceptance of any work under the contract. While the County has such possession or use, the Contractor, notwithstanding the provisions of the clause of this contract regarding protection of the work, shall be relieved of the responsibility for the loss or damage to the work resulting from the County's possession or use. However, the Contractor will be responsible for any damages which may be caused by defective work or failure to comply with the contract documents. If such prior possession or use by the County delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract sum or the time of completion will be made and the contract shall be modified

in writing accordingly and the provisions of General Conditions, Section 7 shall not be applicable.

(b) Possession and use by the County shall not be construed to constitute an extension of the Contractor's time to complete the work.

SECTION 4 - THE REPRESENTATIVE

- 4.1 **County's Representative** - The Representative will provide administration of the contract on behalf of the County as herein provided. The Representative will be the County's representative until final payment is due. The County's instructions to the Contractor shall be forwarded through the Representative. The Representative will have authority to act on behalf of the County only to the extent provided in the contract documents, unless otherwise modified by written instrument in accordance with General Conditions, Section 2.1.
- 4.2 **Representative Not to Control Construction** - The Representative will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work (except as specifically set out in the contract documents), and will not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. The Representative will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.
- 4.3 **Payments Certified** – Based on the Representative's observations and an evaluation of the Contractor's progress in the work, the Representative will review Contractor submitted Applications for Payment and will issue certificates for payments in such amounts as provided herein, to the County for processing.
- 4.4 **Interpreter of Contract Documents** - (a) The Representative will be the interpreter of the requirements of the contract documents and the judge of the performance thereunder for the County. The Representative will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon.
- (b) Claims, disputes and other matters in question between the Contractor and Representative relating to the execution or progress of the work or the interpretation of the contract documents, shall be determined by the Representative, which he will render in writing within twenty days unless a longer time is agreed. The Representative's decision with regard to execution or progress of the work or interpretation of the contract documents will be final.
- 4.5 **Authority to Reject Work** - The Representative will have authority to reject work which does not conform to the contract documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the contract documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed.

- 4.6 **Shop Drawings Approved** – When shop drawings are required by other contract documents, the Representative will review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings and samples. Review by the Representative shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Representative assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Representative's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.7 **Change Orders** - The Representative will prepare change orders in accordance with General Conditions, Section 11 and will have authority to order minor changes in the work as provided in General Conditions, Section 11.3.
- 4.8 **Approval of Sources of Supply of Material** - If other contract documents require that all or certain materials to be incorporated into the project be approved by the County, the following provisions and General Conditions, Section 4.9 and 4.10 apply. The source of supply of each of the materials required may be approved by the Representative before delivery is started. Preliminary samples may be submitted by the Contractor, producer, or owner of the supply, for inspection or tests. The results obtained from testing such samples may be used for preliminary approval, but will not be used as a final acceptance of the materials. All materials proposed to be used may be tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a product of uniform quality, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from another source.
- 4.9 **Approval and Acceptance of Materials** - (a) Samples of all materials for testing upon which is to be based the acceptance or rejection, shall be taken by the Representative or his authorized representative at the discretion of the Representative. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection and testing shall be done in accordance with the methods hereinafter prescribed.
- (b) The Contractor shall provide such facilities as the Representative or his representative may require, for conducting field tests, and for collecting and forwarding samples. The Contractor shall not use or incorporate into the work any materials represented by the samples until tests have been made, and the material found to be acceptable. Only materials conforming to the requirements of these specifications shall be used in the work. Any materials which, after approval, have for any reason become unfit for use shall not be incorporated into the work.
- 4.10 **Method of Sampling and Testing** - (a) Except as otherwise provided, sampling and testing of all materials, and the laboratory method and testing equipment required under these specifications, shall be in accordance with the current AASHTO Standard

Specifications. Sampling and testing of materials not covered by AASHTO and not otherwise provided for, shall be in accordance with the standards of the Standard and Tentative Methods of the A.S.T.M. as published in the most recent edition thereof.

(b) Materials must meet the standards established by AASHTO or ASTM.

(c) The testing of samples and materials shall be made at the expense of the County. Laboratory sieves shall have square openings of the size specified. The Contractor shall furnish the required samples without charge. The Contractor shall give sufficient notification of the placing of orders for materials to permit testing.

4.11 **Final Certificate of Payment** - The Representative will conduct inspections to determine final completion, will receive for the County written warranties and related documents required by the contract and assembled by the Contractor, and will review Contractor's final Application for Payment, upon compliance with the requirements of General Conditions, Section 8.

4.12 **Authority Limited** - The duties, responsibilities and limitations of authority of the Representative as the County's representative during construction as set forth in the contract documents will not be modified or extended without written consent of the County. In case of the termination of the employment of the Representative, the County shall appoint a substitute Representative who shall have the same powers and responsibilities as the Representative defined in the contract.

4.13 **Inspection and Authority and Duties of Inspectors** - (a) Inspection of the construction work shall be under the control of the County.

(b) Inspectors are representatives of the Representative and shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all and any part of the work, and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract. The inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Representative.

(c) The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding to the Representative in any way, or releasing the Contractor from fulfilling all the terms of the contract.

SECTION 5 - THE CONTRACTOR

5.1 **Review of Contract Documents** - The Contractor shall carefully study and compare the contract documents and shall at once report to the Representative any error, inconsistency or omission he may discover. The Contractor shall not be liable to the County for any damage resulting from any such errors, inconsistencies or omissions in the contract documents, unless he proceeds with the work or any part thereof with

knowledge of an error, inconsistency or omission. The Contractor shall perform no portion of the work at any time without contract documents or, where required, approved shop drawings, product data or samples for such portion of the work.

5.2 **Supervision and Construction Procedures** - (a) The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all portions of the work under the contract.

(b) The Contractor shall be responsible to the County for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

(c) The Contractor shall not be relieved from his obligations to perform the work in accordance with the contract documents, either by the activities or duties of the Representative in his administration of the contract, or by inspections, tests or approvals performed by persons other than the Contractor.

(d) The Contractor shall provide and maintain in a neat and sanitary condition, properly secluded, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the state, or local department of health or other agencies having jurisdiction therewith.

(e) The Contractor shall employ competent and conscientious persons with sufficient skill to properly perform the work assigned to them. The Representative may demand the dismissal of any employee who is disobedient, careless or lacks the necessary skill to perform the work assigned.

(f) The Contractor shall store materials at the site of the work, and conduct the work so as to cause no greater obstruction to traffic than is considered necessary by the Representative.

(g) The Contractor shall maintain one set of the contract documents at the site, at all times.

5.3 **Notification to Property Owners** - Where the work will potentially affect adjacent or nearby property owners/tenants, the Contractor is to give to each property owner/tenant proper notification. The Contractor shall give notification at least three (3) business days, but not more than ten (10) business days, prior to beginning work, to those property owners/tenants that will or may be affected by the work.

Additionally, the Contractor shall notify property owners/tenants as to when they will be working adjacent to their property so that any private property, lawn irrigation, landscaping, planters, fencing, etc., within the construction area can be removed by the property owner/tenant prior to construction.

5.4 **Prosecution of Work** - (a) Immediately after approval of the contract, the Contractor shall make necessary arrangements for a pre-construction meeting with the Representative so as to clarify scheduling, and other work components of this project.

(b) The Contractor shall notify the Representative at least twenty-four hours in advance of the time he intends to start. The Representative shall have control of the order in which the various parts of the improvements are to be performed. The order of the improvement as determined by the Contractor will be followed except where the Representative determines that such order would not be in the best interest of the County. The Contractor shall conduct the work in such a manner and with sufficient material, equipment, and labor, as is considered necessary to insure its completion within the time limit set forth in the Form of Contract. The work covered by and included in this contract shall be prosecuted regularly, and uninterruptedly from the time specified for commencement, until all work is completed in every detail, to the satisfaction of the Representative. Should the prosecution of the work for any reason be discontinued by the Contractor, with the consent of the Representative, he shall notify the Representative at least twenty-four hours in advance of resuming operations. Inspections and testing are outlined in General Condition, Section 6.3.

(c) If it appears that the rate of progress is such that the contract will not be completed within the contract period, or if the work is not being executed in a satisfactory and workmanlike manner, the County may order the Contractor to take such steps as considered necessary to complete the contract within the period of time specified, or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks from receipt of same, he shall automatically be disqualified from receiving additional awards, and the Representative shall have the right to declare the contract in default and to complete the work in accordance with the provisions of General Conditions, Section 13.

(d) The Contractor must complete the project, including all Punch List items, prior to the Completion Date, or within the number of Working Days as required by The Contract, or liquidated damages will be charged in accordance with General Conditions, Section 7.2.

(e) Upon completion of the work, the Contractor shall request, in writing, that the final inspection be made. This request will be made within a time frame that will allow the Contractor time to complete the Punch List items prior to the Completion Date or within the number of Working Days.

(f) The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

5.5 **Superintendent** - A qualified superintendent, who is acceptable to the County, shall be assigned by the Contractor to the work, and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the superintendent shall not be engaged in the full-time operation of equipment/machinery on the work.

5.6 **Labor and Materials** - Unless otherwise provided in the contract documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether

temporary or permanent, and whether or not incorporated or to be incorporated in the work.

- 5.7 **Specifications Applicable** - All work shall be constructed in accordance with the version of the Iowa Statewide Urban Design and Specifications (SUDAS), and the version of the City supplement, as specified in the Contract.
- 5.8 **Warranty** - The Contractor warrants to the County and the Representative that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of General Conditions, Section 12.2. Warranty periods begin when the County accepts the work, and extends for a period of time as defined in the Performance Bond.
- 5.9 **Removal of Rejected Materials** - The Contractor shall promptly remove all rejected work.
- 5.10 **Tax Statement** - Upon completion of this contract and acceptance thereof by the County Council, if the Contractor was not issued a Tax Exempt certificate, the Contractor shall furnish the County, in duplicate on Iowa Department of Revenue Form 35-002, a certified list of all sales taxes and/or use taxes paid by him in connection with the execution of this contract. The Contractor shall also require each of his subcontractors to keep similar records, and to furnish him a sufficient number of such certificates so that he may furnish duplicates thereof to the County. All of the above-mentioned certified statements must be filed with the Representative within thirty days after the County accepts the completed project. Final payment may be withheld from the Contractor for failure to file with the County a properly executed form as required herein.
- 5.11 **Permits, Fees and Notices** - (a) If not previously obtained by the County, the Contractor shall obtain all permits, pay all fees, give all notices, and comply with all permits, laws, ordinances, rules, regulations, and lawful orders of any public authority, bearing on the performance of the work.
- (b) It is not the responsibility of the Contractor to make certain that the contract documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the contract documents are at variance therewith in any respect, he shall promptly notify the Representative in writing, and any necessary changes shall be accomplished by appropriate change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Representative, he shall assume full responsibility therefor, and shall bear all costs attributable thereto.
- 5.12 **Work Progress** - The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Representative may order the

Contractor to take such steps as he considers necessary to complete the contract within the period of time specified, or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, he may be disqualified from receiving any additional bidding proposals, and the County shall have the right to declare the contract in default in accordance with General Conditions, Section 13.1. Failure of the County or the Representative to issue such order shall not alter the Contractor's responsibility under the contract. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

5.13 **Shop Drawings** - (a) If shop drawings are required by other contract documents, the following provisions shall apply. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the County, or any separate Contractor, all shop drawings and samples required by the contract. By approving and submitting shop drawings and samples, the Contractor represents that he has determined and verified all materials, measurements, and construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract.

(b) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract by the Representative's approval of shop drawings or samples unless the Contractor has specifically informed the Representative in writing of such deviation at the time of submission and the Representative has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings or samples by the Representative's approval thereof.

(c) The Contractor shall direct specific attention, in writing or on resubmitted shop drawings or samples, to revisions other than those requested by the Representative on previous submittals.

(d) All shop drawings and samples prepared by the Contractor and paid for by the County shall be the property of the County and upon completion of the work hereunder shall be delivered to the County.

5.14 **Communications** - The Contractor shall forward all communications to the County through the Representative. Prior to commencement of the work, the Contractor shall provide the Representative with a telephone number where the Contractor or his superintendent can be reached in an emergency at any time after commencement of the work, until the date of final completion.

5.15 **Royalties and Patents** - The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof, except that the County shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Representative.

- 5.16 **Subletting or Assigning of Contract** - Should the Contractor elect to assign this contract, the assignment shall be approved by the Contractor's bonding company, and shall then be presented for consideration by the County. Assignment can only be consummated after approval by the County. The County's decision on whether to consent to an assignment shall be conclusive and no appeal by the Contractor shall be permitted.
- 5.17 **Cleaning Up** - The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, and return the premises to the original condition as it existed immediately prior to construction. If the Contractor fails to clean up at the completion of the work, the County may do so, and the cost thereof shall be charged to the Contractor.

SECTION 6 - MISCELLANEOUS PROVISIONS

- 6.1 **Affirmative Action** - The Contractor shall conform to the City of Sioux City's Affirmative Action Program Requirements and shall sign the Affirmative Action Information form as included in the bid documents.
- 6.2 **Arbitration** - Any controversy or claim arising out of or relating to this contract, or the breach thereof which cannot be resolved by mutual agreement, may be settled by arbitration only if the times, places, arbitrators, and various rules of arbitration conduct can be mutually agreed upon in writing, and approved by the Contractor and County in writing, any other paragraph, law or rule to the contrary notwithstanding.
- 6.3 **Inspection and Testing** - (a) All work (which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by the Representative or his representative at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Representative shall be construed as constituting or implying acceptance. The inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the County after acceptance of the completed work. The County, or its Representative, will provide construction observation, management and inspection services for this project. It shall be the responsibility of the contractor to notify the County, or it's Representative, in writing, at least twenty-four (24) hours in advance for use of the County's inspectors. If the work is interrupted for any reason other than weather, the Contractor shall provide twenty-four (24) hour written notice before resuming work. If notice is not given, allowing the Representative an opportunity to have the work inspected or tested, the Contractor may be ordered to remove and replace such work at the Contractor's expenses, or the quantities may be excluded from those measured for payment.
- (b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Representative not to conform to the contract

requirements, unless in the public interest, the County consents to accept such material or workmanship with an appropriate adjustment in contract sum. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County; (1) may, by contract or otherwise, replace such material, or correct such workmanship, and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with General Conditions, Section 13 of this contract.

6.4 **Preference for Iowa Products and Labor** - The Contractor shall give preference to products and provisions grown and coal produced within the state of Iowa, and to Iowa domestic labor in the construction of the work, over foreign products and labor, and shall otherwise comply with the provisions of Chapter 73 of the Code of Iowa.

6.5 **Subcontractors** - (a) The County will not recognize any subcontractor on the project as having any Contractor responsibility.

(b) The Contractor shall, notify the Representative in writing of the names of any subcontractors proposed for the work if different than those provided in the bid documents.

(c) The County reserves the right to object to the use of any proposed subcontractor who:

- (1) Is currently in violation of any law, ordinance, or regulation governing affirmative action programs;
- (2) Has defaulted on any prior project with the County, and such default has not been cured to the County's satisfaction;
- (3) Does not possess the necessary licenses or skills to perform the work;
- (4) Is currently disqualified as a bidder by the County.

6.6. **Other Contracts** - The County may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors, and County employees, and carefully fit his work to such additional work as may be directed by the Representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or County employee.

6.7 **Demurrage and Respotting** - The County will be responsible for demurrage charges only when such charges accrue because of actions by the County which delay the unloading of the work product. Where the Contractor's actions also delay the unloading of any material, the County will not be responsible for any demurrage charges.

The County will pay railroad charges due to the respotting of cars only when such respotting is ordered by the County.

6.8 **Rights and Remedies** - (a) The duties and obligations imposed by the contract documents, and the rights and remedies available thereunder shall be in addition to

and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In the event of a conflict, the provisions of this contract will control.

(b) No action or failure to act by the County, Representative or Contractor shall constitute a waiver of any right or duty afford any of them under the contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6.9 **Explosives** - Unless otherwise provided for in the Contractor documents, the use of explosives is prohibited without the express written consent of the Representative.

6.10 **Traffic Control** – Where the work will require traffic control on public right of way, the following provisions shall apply.

(a) All traffic control is the responsibility of the Contractor and must be done in accordance with the current version of the Manual of Uniform Traffic Control Devices (MUTCD). Prior to commencement of construction, the Contractor shall submit the traffic control plans to the Representative for review and approval.

(b) The Contractor shall, at his own expense and without further order, provide, erect and maintain, at all times during the construction of the work or any suspension of the work, and until completion and final acceptance thereof, suitable and requisite barricades and other types of traffic control devices as may be necessary to insure the safety of the public, as well as those engaged in the work. All barricades and other channelizing devices shall conform to Part 6 of the current version of the MUTCD.

(c) No street, sidewalk, or alley shall be closed to traffic for any reason, except for those identified elsewhere in the contract documents or as approved by the Representative to facilitate construction. The Representative shall be the judge of how many streets, sidewalks, or alleys, or parts of streets, sidewalks, or alleys it is necessary to be closed at any one time, and may refuse to close additional streets, sidewalks, or alleys, until such time as the current work is finished and open to traffic.

(d) If a street, sidewalk, or alley, is to be closed as provided herein, the Contractor shall notify the Representative ten (10) calendar days prior to the closure. The County reserves the right to refuse road, sidewalk, or alley closures based on a determination by the Representative of the Contractor's ability to meet the closure schedule. The sequence of street, sidewalk, or alley closing will be discussed at the pre-construction meeting, or during the progress of work.

(e) The Contractor must provide a 24 hour telephone number to the County and the 9-1-1 Communications Center in the event that defective, missing or non-operational signing is observed.

(f) All questions on traffic signing should be directed to the Representative.

(g) The Representative shall coordinate the removal of the existing regulatory signs which interfere with the proposed construction. Contractor shall provide a minimum of two days' notice. Contractor shall maintain all stop signs during construction.

(h) The Contractor's bid shall include all costs of furnishing, erecting, maintaining, moving and removing traffic control devices, including temporary No Parking signs, for divisions of work covered by this project.

(i) If adequate barricades are not around the work site, as determined by the Representative, the person in charge at the job site will be notified. Continual failure to comply with proper barricading procedures is sufficient reason for the County to shut down the project until the Contractor shall have provided the necessary protection.

6.11 Archaeological and Historical Findings

(a) Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

(b) Should the Contractor encounter, during his operations, any human skeletal remains, building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Representative. The Representative will immediately investigate the Contractor's finding and will direct the Contractor to either resume his operations or to suspend operations as directed. The Contractor should also note Chapter 716.5 and 305A of the Iowa Code pertaining to the preservation of these findings.

(c) Should the Representative order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate change order as provided in General Conditions, Section 11. If appropriate, the change order shall include an extension of contract time in accordance with General Conditions, Section 7.

SECTION 7 - TIME

7.1 Time is of the Essence - All time limits stated in the contract documents are of the essence of the contract.

7.2 Liquidated Damages - (a) Should the Contractor fail to complete the work on or before the Completion Date or within the number of Working Days, as noted above, it is understood that the County will sustain pecuniary damages. The Contractor shall pay to the County as liquidated damages and not as a penalty, the sum of money set forth in the Form of Contract for each Day or Working Day applicable that elapses after the Completion Date, and the date on which the work covered by such contract is actually completed, including the Punch List, general cleanup, and the removal of all equipment and obstructions from the site of the work. Such liquidated damages shall be payable to reimburse or compensate, at least in part, the County for: (1) the administration of the work covered by such contract and any other contract or contracts beyond the allotted number of Working Days or the contract Completion

Date; (2) the additional Representative expenses directly attributable to the work and incurred because of the delay; (3) expenditures resulting from the inability of the County and the general public to use the work product from and after such number of Working Days given or contract Completion Date until the actual date of completion; (4) other miscellaneous obligations and expenditures incurred by the County directly as a result of the failure to complete the work covered by such contract on or before the number of Working Days given or the contract Completion Date. It is agreed that these damages are difficult of precise measurement at the inception of the contract and the sum stated herein in the Form of Contract is the best possible estimate of the damages that will accrue because of delay.

(b) The total amount so payable by the Contractor as liquidated damages may be deducted from any moneys due and payable to the Contractor by the County through the issuance of a change order, or so much thereof as is not deducted, shall be chargeable to and will be payable promptly by such Contractor or his bonding company to the County.

7.3

Delays and Extensions of Time - (a) The Contractor shall perform fully, entirely and in a satisfactory manner all the work within the number of Working Days given or the Contract Completion Date stated in the Form of Contract. The work covered by and included in this Contract shall proceed regularly and uninterruptedly from commencement until all work is completed in every detail to the satisfaction of the Representative. No extension of time, whether for bad weather or for any other cause whatsoever, shall be granted unless requested in accordance with General Conditions, Section 7.4, and authorized by the Representative by a written change order. The Contractor is not excused for any delay whatsoever except upon the written consent authorized by the Representative. If extra work or materials are required, the original Working Days given or Completion Date shall still govern unless the Representative grants an extension by written change order.

(b) In no event will additional time be granted to the Contractor unless the delay and subsequent failure to perform is beyond the control of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes beyond the control of both the Contractor and any subcontractor, and without fault or negligence of either of them, the Contractor shall not be deemed to be in fault unless: (1) the supplies or services to be furnished by the subcontractor were obtainable from other sources; (2) the Representative shall have ordered the Contractor in writing to procure such supplies or services from other sources; or (3) the Contractor shall have failed to comply reasonably with such order.

(c) If the Contractor is delayed at any time in the progress of the work by:

- (1) Any order, act, or neglect of the County, the Representative or their representative or agent; or
- (2) Any other cause beyond the Contractor's control;

then the Representative is authorized to grant an additional amount of time to the Contractor to complete the contract.

- 7.4 **Claims for Additional Time on Completion Day Contracts** - Any claim for additional contract time shall be made in writing to the Representative not more than seven (7) Days after occurrence of the event giving rise to the claim, including weather; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such claim on the progress of the work. The Representative shall promptly investigate the Contractor's claim for additional contract time, and if justified, he shall notify the Contractor in writing, and an equitable adjustment shall be made and the contract modified pursuant to General Conditions, Section 11. The paragraph is not applicable to Working Day Contracts.
- 7.5 **Delay for Interpretations** - If no agreement is made stating the dates upon which interpretations, as provided in General Conditions, Section 4.4, shall be furnished, then no claim for additional contract time shall be allowed on account of failure to furnish such interpretations until twenty days after written request is made for them, and not then unless such claim is reasonable.
- 7.6 **Extra Work** - If extra work or materials are required by written change order, no extension of time will be granted unless an extension of time is provided within the written change order.
- 7.7 **Saturdays, Sundays, and County Recognized Holidays** – As an incentive to the Contractor to expedite the Work, Working Days will not be charged for Saturdays that the Contractor performs the Work. The Contractor is required to request work on Saturdays to ensure that the Representative is available to visit the site for inspections and testing. No work will be permitted on Sundays or County Recognized Holidays without specific permission of the Representative, except for such work as may be required to properly maintain or protect completed, or partially completed construction, or to maintain lights and barricades.
- 7.8 **No Damages for Delay** - General Conditions, Section 7.4 precludes the recovery of damages under any other provision of the contract documents for delay for any reasons falling within General Conditions, Section 7.3(c)(2). General Conditions, Sections 7.5 and 7.6 preclude the recovery for damages for delay under the circumstances enumerated therein. In addition, no damages for delays can be recovered for reasons found in General Conditions, Section 7.3(c)(1) to the extent the delay would have occurred in any event due to any other cause, including the negligence of the Contractor; or, for which an adjustment is provided or excluded under any other provision of this contract. There shall be no allocation of fault during concurrent delays.
- 7.9 **Procedure for Appeal of the Representative's Decision** - The procedure for appeal of the Representative's decision on a claim for additional time shall be governed by General Conditions, Section 14.4.
- 7.10 **Change Order Required** - Any approved claim for additional contract time under the provisions of this section shall be granted by change order.
- 7.11 **Extensions of Time** - Except for an extension of the contract Working Days given or Completion Date, the Representative may, upon written request and for good cause

shown by the Contractor, grant an extension of time to perform any act required by the contract. The request for an extension of time must be made within the time to initially perform the act. An extension of time must be in writing and signed by the Representative.

SECTION 8 - PAYMENTS AND COMPLETION

- 8.1 **Payment for Work Performed** - The Contractor will receive and accept as full payment for all items of acceptable work performed which are covered by definite unit prices or lump sum amounts specified in the Form of Contract, the rate specified therein, or in the case of work under a change order, the amount stated in the change order.
- 8.2 **Application for Payments** - Applications for payments shall be made by the Contractor, to the Engineer, on no more than a monthly basis.
- 8.3 **Measurement of Quantities** - The work completed under the contract shall be measured according to United States standard measures. Payment will be based on the actual quantity of work performed under the various classifications of work in the contract.
- 8.4 **Scope of Payment** - The Contractor shall accept the compensation herein provided as full payment for furnishing all materials, labor, tools, and equipment, and for performing all work under the contract or any extension thereof allowed under General Conditions, Section 11; also, for all cost arising from the action of the elements or other natural causes, agreements, and performances, non-performance, or delays involving other Contractors and third parties, or injunctions or lawsuits resulting therefrom, or from any unforeseen difficulties not otherwise provided for in the specifications and which may be encountered during prosecution of the work, and up to the time of acceptance thereof, except damage to the work due to acts of war. Nothing herein shall in and of itself be construed to prejudice or deny any claim filed under provisions of General Conditions, Section 14.
- 8.5 **Title** - The Contractor warrants that title to the work product covered by an application for payment will pass to the County upon delivery or upon installation, where required, or upon the receipt of a progress payment by the Contractor. This paragraph shall not negate or abridge the Contractor's obligations with regard to protection of the work in General Conditions, Section 9 or to any warranties required by the contract.
- 8.6 **Payments** - (a) If the work extends over a period of more than one month, the Contractor will receive monthly progress payments from the County based on the Contractor's Application for Payments of the amount of work product completed and delivered in an acceptable manner. The County's monthly progress payments shall be partial payments on the contract sum, and the monthly progress payment by the County does not constitute final acceptance of the work upon which the estimates are based.
- (b) Work completed in an acceptable manner during the month shall be paid for by the County within thirty days from the date the progress payment request was approved by the County.

(c) The County shall retain from each monthly progress payment five (5) percent of that amount which is determined to be due by the Representative.

8.7 **Representative's Representations** - Submission of an application of payment signed by the Representative will constitute a representation by the Representative to the County, based on his observations at the site, that the work has progressed to the point indicated in the Contractor's Application for Payment; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial or final completion, to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in an attachment to the estimate); and that the Contractor is entitled to payment in the amount certified.

8.8 **Payments to Subcontractors** - The County shall not have any obligation to pay or to see to the payment of any moneys to any subcontractor or suppliers.

8.9 **Payment not Acceptance of Defective Work** - No estimate made for a progress payment, nor any progress payment, nor any partial or entire use of the work by the County, shall constitute acceptance of any work not in accordance with the contract documents.

8.10 **Payments Withheld** - (a) The Representative may decline to approve an application for payment and may withhold his estimate in whole or in part, to the extent necessarily reasonable to protect the County, if in his opinion, he is unable to make representations to the County as provided in General Conditions, Section 8.7. If the Representative is unable to make representations to the County as provided in General Conditions, Section 8.7, and thus approve the application, he will notify the Contractor. The Representative may also decline to approve an application for payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any estimate authorizing payment previously issued and adjust future estimates, to such extent as may be necessary, in his opinion, to protect the County from loss because of:

- (1) Defective work not remedied;
- (2) Damage to property of the County or another Contractor;
- (3) Reasonable evidence that the work will not be completed within the contract time, but only to the extent of liquidated damages and reasonably anticipated additional Representative expenses;
- (4) Persistent failure to carry out the work in accordance with the contract documents;
- (5) Errors in previous estimates;
- (6) Expenses or fees due the County for work on the project.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- 8.11 **Final Completion, Acceptance, and Final Payment** - (a) Final completion means satisfactory completion of all work required by the contract documents or completion of the work product, including the Punch List, to such an extent the County is willing to accept the work product and authorize final payment.

Acceptance of a less than fully completed work product is solely within the discretion of the Representative. Upon final completion of the work, the Representative will promptly make an inspection, and when he/she finds the work acceptable under the contract, and the work FULLY completed, he/she shall promptly issue a certificate, over his/her own signature, stating that the work required by this contract has been completed and is accepted by him/her under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, is due and payable as follows: Five (5) percent of the contract sum shall be retained for thirty (30) days following formal acceptance of the work by the County under the provisions of Chapter 573, Code of Iowa. All other unpaid sums shall be paid in accordance with General Conditions, Section 8.6.

(b) Before issuance of the retained percentage, the Contractor shall provide the certifications and other documentation that are required by the Contract Documents. These documents are due in the Representative's office forty-five days after the date of the first Punch List issued by the Representative. In the absence of a Punch List, the documents are due forty-five days after the date of the certificate of completion referred to in paragraph (a) above. The Representative may extend the time limits imposed herein for good cause shown. If the Contractor fails to comply with this paragraph, the County may, in its discretion, waive receipt of all certifications and other documents, accept the project and assess to the Contractor the damages the County has incurred as a result of the Contractor's failure to comply with this paragraph. The amounts of damages may be withheld from any sum of money due the Contractor by the County.

(c) The making of the final payment shall constitute a waiver of all claims by the County, other than those arising from (1) unsettled claims; (2) faulty work appearing within the guarantee period provided in the special conditions, or Performance, Payment, and Maintenance bond; (3) the requirements of the drawings and specifications; or (4) manufacturer's guarantees.

- 8.12 **Substantial Completion** - The concept of "substantial completion" has no application to this contract.

SECTION 9 - PROTECTION OF PERSONS AND PROPERTY

- 9.1 **Contractor's Obligation** - (a) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (1) All employees on the work and all other persons who may be affected thereby while at or near the site;

- (2) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the subcontractors; and
- (3) Other property at the site or adjacent thereto, including the following property which is illustrative but not inclusive: trees, shrubs, lawns, lawn sprinkling systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2 **Compliance with Applicable Laws** - The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

9.3 **Remedy for Damage or Loss** - The Contractor shall promptly remedy all damage or loss caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under General Conditions, Section 9.1, except damage or loss attributable to the acts or omissions of the County or Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under General Conditions, Section 10.6.

SECTION 10 - INSURANCE AND INDEMNIFICATION

10.1 **Contractor's Insurance** - (a) The Contractor shall secure and maintain such insurance policies as will protect himself and his Subcontractors from claims for bodily injuries, death, or property damage which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or anyone employed by them directly or indirectly, unless authorized by the County in writing. Policies must be issued by companies rated "A" or better by "Best's Policyholders Ratings Guide." The following insurance policies are required:

- (1) Workers Compensation – A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:
 - (a) Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
 - (b) Employer's Liability Insurance with the following limits:

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$500,000 policy limit
- (2) Comprehensive General Liability
 - (a) Combined Single Limit.....\$1,000,000
 - (b) Aggregate..... \$2,000,000

- (c) Personal and Advertising Injury Limit.....\$1,000,000
- (d) Products Completed Operations Aggregate Limit\$2,000,000
- (e) Fire Damage Limit (any one fire)..... \$50,000
- (f) Medical Damage Limit (any one person).....\$5,000

(3) Automobile Public Liability and
Property Damage -Combined Single Limit.....\$1,000,000

(4) Primary and Non-Contributory Umbrella Liability\$3,000,000

10.2 **Insurance Inclusion** - The comprehensive general liability insurance shall include products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

10.3 **Contractual Liability** - The insurance required by General Conditions, Section 10.1 shall include contractual liability insurance coverage for the Contractor's obligations under General Conditions, Section 10.6.

10.4 **Certificates of Insurance** - Certificates of insurance acceptable to the County indicating insurance required by the contract is in force shall be filed with the County prior to approval of the contract by the County. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the County, through the Representative. Except for the Workers Compensation, Woodbury County and the City of Sioux City shall be named an additional insured on the Certificate of Insurance's General Liability, Automobile Liability, and Umbrella Liability, and shall be primary to and not in excess of or contributory with any other insurance available to the County.

10.5 **Property Insurance** - Unless otherwise provided, it shall be the responsibility of the Contractor to purchase and maintain property insurance ("builder's risk") for the entire work, until acceptance by the County, at the site to the full insurable value thereof. This insurance shall include the interests of the County, the Contractor, and subcontractors in the work, and shall insure against the perils of fire, and extended coverage for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the County is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto. Risk of loss to the work product passes to the County upon its delivery, installation where required at the site, and acceptance by the County.

10.6 **Indemnification** - (a) To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its elected officials, officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to all attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss, or expense is: (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in

part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

(b) In any and all claims against the County, its elected officials, officers, agents, or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(c) The obligations of the Contractor under this paragraph shall not extend to the liability of the County, its elected officials, officers, agents or employees, or the Representative, arising out of: (1) the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instructions by the Representative or his representatives provided such giving or failure to give is the primary cause of the injury or damage.

SECTION 11 - CHANGES IN THE WORK

11.1 **Change Orders** - (a) The Representative shall have authority to order any changes in the work. Such changes may be effected by written change order, and shall be binding on the County and the Contractor. If a change order is issued, it shall be prepared by the Representative, and submitted to the Contractor for his signature. The Contractor shall return written change orders to the Representative within fourteen days after receipt of the change order. The change order shall be signed by the Contractor, or if returned unsigned, contain a statement setting forth the Contractor's objections to the change order. In the event the Contractor fails to return the change order signed, or if it is returned unsigned without statement of objections to the change order within the fourteen day period, or in the event the Contractor commences the work covered by the change order before returning it to the Representative, it shall be conclusively presumed to be in full force and effect.

(b) Changes that affect the contract price, the contract sum, and the contract Working Days given or Completion Date shall be made by written change order. In conjunction with final payment per General Conditions, Section 8.11, a final change order will be issued for additions or deletions to the number of units caused by differences between the Representative's estimated quantities and actual quantities determined by measurements made in the field after the work is completed where the contract is unit priced.

11.2 **Changes and Increased or Decreased Quantities of Work** - (a) The Representative's authority to issue written change orders to make changes in the work, as may be considered necessary or desirable, to complete fully and acceptably the proposed construction in a satisfactory manner, may not change the total cost of the project, based on the originally estimated quantities and the unit prices bid, by more than twenty percent, and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit

price bid by more than twenty percent. (A major item shall be construed to be any item, the total cost of which is equal to greater than ten (10) percent of the total contract price, computed on the basis of the proposal quantity and the contract unit price).

(b) Should it become necessary, for the best interest of the County, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement. The Contractor shall not start work on any alteration requiring a supplemental agreement until the Agreement setting forth the adjusted prices shall be executed by the County and the Contractor.

(c) In case a satisfactory adjustment in price cannot be reached for any item requiring a supplemental agreement, the County reserves the right to terminate the contract or negotiations as it applies to the items in question, and make such arrangements as may be deemed necessary to complete the work.

11.3 **Cost or Credit Determinations** - (a) The cost or credit to the County resulting from a change in the work ordered by the Representative other than changes requiring a supplemental agreement shall be determined by one of the following ways:

- (1) By unit prices contained in the Contractor's original bid and incorporated in the contract documents;
- (2) By the alternate bid schedule of prices contained in the Contractors' original bid and incorporated in the construction documents;
- (3) By an acceptable unit price proposal from the Contractor;
- (4) By an acceptable lump sum proposal from the Contractor;
- (5) Force Account.

If items (1) and (2) above apply to the type of work being priced, items (3), (4) and (5) are not applicable and shall not be used. Force account shall be used if the County and Contractor are otherwise unable to agree upon a price under items (3) and (4) above.

11.4 **Force Account Basis** - Extra work performed on a forced account basis will be paid for in the following manner:

(a) For laborers, timekeepers, foremen, and superintendents, the Contractor shall receive the rate of wage shown on previous payrolls for the time they are actually engaged in the extra work, to which shall be added an amount equal to fifteen percent thereof, plus the amount of social security tax imposed by law upon the Contractor because of such force account work, plus the cost of workmen's compensation, public liability insurance, and employment security contributions. The fifteen percent shall cover compensation for the furnishing of the necessary small tools for the work together with all other overhead items of expense. The wage of the superintendent, timekeeper, or foreman who is the employed partly on force account work and partly on other work shall be prorated between the two classes of work according to the number of men shown by the payrolls as employed on each class of work.

(b) For materials used on force account work, the Contractor shall receive the actual cost of materials delivered on the work, including the freight and handling charges as shown by original receipted bills, to which cost shall be added a sum equal to fifteen percent thereof.

(c) For machinery tools, or equipment, and fuel and lubricants therefor, except small tools which may be used, the Representative shall allow the Contractor a reasonable rental rate to be agreed upon in writing before work is begun. No profit percentage shall be added to the rate.

Compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done on a force account basis. It will be assumed that such payment includes the use of tools and equipment for which no rate is allowed, overhead and profit.

At the end of each day, the Contractor shall prepare payrolls in duplicate for labor furnished on a force account basis, using the contracting authority's standard force account forms. Both copies shall be signed by the inspector and Contractor's representative. One copy shall be furnished to the Representative and one to the Contractor. Claims for extra work performed on a force account basis shall be submitted to the Representative in triplicate. To the claims shall be attached such receipts or statements as the Representative may require in support of such claims. Such claims shall be filed not later than the tenth day of the month following that in which the work was actually performed, and shall include all labor charges, rental charges on machinery, tools, and equipment, and all material charges insofar as they are available.

SECTION 12 - CORRECTION OF WORK

- 12.1 **Inspection** - All work is subject to inspection and approval at the site. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, work product data or Contractor's warranty. The County will charge the Contractor the cost of inspecting work product that is rejected. Materials or work product that is returned to the Contractor shall be shipped at the Contractor's expense.
- 12.2 **Correction of Work** - The Contractor shall promptly correct all work rejected by the Representative or inspector as defective, or as failing to conform to the contract documents, whether observed before or after acceptance. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Representative's additional services made necessary thereby.
- 12.3 **Warranty Work** - If, within the period of time as prescribed in the terms of the applicable special warranty required by the contract documents, and if the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the County to do so unless the County has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the contract. The County shall give such notice

promptly after discovery of the condition. If the work is covered by a bond, the County shall also notify the Contractor's bonding company.

12.4 **Failure to Correct** - If the Contractor fails to correct defective or non-conforming work as provided in General Conditions, Sections 5.9, 12.2 and 12.3, the County may correct it in accordance with General Conditions, Section 3.7. If the work is covered by a bond, the County shall have the right to require the work be done by the Contractor's bonding company.

12.5 **Accepting Defective Work** - If the County prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect a reduction in the contract sum where appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. The County may require the Contractor to provide an extended maintenance and performance bond for the defective or non-conforming work.

SECTION 13 - TERMINATION OF THE CONTRACT

13.1 **Termination by the County** - If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, fails to prosecute the work so as to be able to finish on time, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the County, may, without prejudice to any right or remedy, and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and may finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

13.2 **Costs of Finishing Work** - If the unpaid balance of the contract sum exceeds the costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his bonding company shall pay the difference to the County.

13.3 **Termination for the Convenience of the County** - (a) The performance of work under these contract documents may be terminated by the County in accordance with this paragraph in whole, or from time to time, in part, whenever the Representative and the County shall determine that such termination is in the best interest of the County. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying:

- (1) What work is to terminate;
- (2) When the termination is to become effective;
- (3) The manner in which remaining work will be handled.

(b) In such event, and provided the items ordered are not standard commercial items, the County's maximum liability shall be limited to payment: (1) for completed and delivered items at contract price; and (2) of costs directly attributable to partially fabricated work product, if any, plus a profit thereon not to exceed eight (8) percent.

The County shall have the right to delivery of work product partially fabricated and to all unused material and inventory acquired and included in the Contractor's claim, or to credit for the agreed value thereof. If the items ordered are standard commercial items, the County shall have the right to terminate the contract for convenience, in whole, or from time to time, in part, without any obligation or liability whatsoever, except for payment of item delivered prior to such termination.

In order to minimize liability in case changes are directed or termination for convenience occurs, as provided for in the clause immediately above with respect to non-standard commercial items, the Contractor agrees that the County will not be responsible for material or labor or production costs or charges that are unrealistic, excessive or inconsistent with the minimum needs to meet the delivery requirements of this order.

The Contractor is not authorized to procure materials, or release for production, any quantities ordered hereunder, until written authorization to proceed is received from the County, which authorization may cover the entire quantity ordered or any increment or series of increments thereof in the sole discretion of the County.

(c) The Contractor shall submit to the Representative any termination claim he may have within thirty days of the notice of termination. The Contractor shall be entitled to payment for all work performed up to the date of termination, based upon the unit prices in the Form of Contract, plus the expenses incurred in terminating the contract, less payments made, and less any credits received from subcontractors and suppliers.

(d) In the event the Representative and the Contractor are unable to agree upon an amount, the Contractor may proceed under the provisions of General Conditions, Section 14.4.

SECTION 14 - CLAIMS

14.1 **Claims for Additional Cost -- Work -** (a) If the Contractor wishes to make a claim for an increase in the contract sum, he shall give the County, through the Representative, written notice thereof, within seven days after the occurrence of the event giving rise to such claim (or such shorter time as will provide the County with the opportunity to investigate the event and make a record of the circumstances surrounding same). This notice shall be given by the Contractor before proceeding to execute the work. No such claim shall be valid, and is waived by the Contractor unless so made. The fact that the County, its officials, agents, or employees, or the Representative, have actual knowledge of the event shall not relieve the Contractor of this requirement.

(b) The Representative shall promptly investigate the Contractor's claim, and upon completion of the investigation, notify the Contractor to proceed with the work. If the claim is justified, he shall notify the Contractor in writing and an equitable adjustment shall be made, and the contract modified in writing pursuant to General Conditions, Section 11.

(c) The Contractor shall afford the Representative notice and opportunity to keep strict account of actual costs incurred as defined for force account construction for the work

giving rise to the claim. If the Contractor fails to do so, he thereby agrees to waive the claim for extra compensation for such work. The fact that the Representative has kept an accounting of the costs shall not be construed as establishing the validity of the claim.

- 14.2 **Claims for Additional Cost -- Orders** - If the Contractor claims that additional cost is involved because of: (1) any written interpretation pursuant to General Conditions, Section 4.4(a); (2) any order by the County to stop the work pursuant to General Conditions, Section 3.6 where the Contractor was not at fault; (3) any order for a change in the work issued pursuant to General Conditions, Section 11.1; (4) failure of any payment by the County due pursuant to General Conditions, Section 8; or (5) any other conduct on the part of the Representative or County, the Contractor shall make such claim as provided in General Conditions, Section 14.1(a).
- 14.3 **Differing Site Conditions** - No claim for differing site conditions will be allowed. It is the responsibility of the Contractor to ascertain all matters affecting the work.
- 14.4 **Procedure for Appealing the Representative's Decision** - (a) If the Representative determines that any claim of the Contractor does not justify payment or an increase in the contract sum, or contract time, or that the amount of increase requested by the Contractor should be reduced, the Representative shall so notify the Contractor in writing within twenty days. If the Representative fails to respond to any claim within the time allotted, the claim shall automatically be deemed denied by the Representative.
- (b) The decision of the Representative shall be final and binding upon the Contractor unless the Contractor appeals the decision of the Representative to the County. Such appeal shall be taken within twenty days from the Representative's decision by filing with the County a request for review of the Representative's decision and full statement of the facts surrounding the claim and the amount of the claim. The County I shall fix a date, time, and place to hear the matter, which date shall be not less than thirty days from receipt of the request for review. If the matter is not heard within thirty days or a decision is not rendered by the County within fifteen (15) days of the hearing, the claim shall automatically be deemed denied by the County.
- (c) The decision of the County shall be final and binding upon the Contractor unless within thirty days from the date of the decision of the County or such additional time as the County may agree upon, the County and Contractor agree in writing to arbitration, or the Contractor files suit in the Woodbury County District Court.
- 14.5 **Procedure for Determining Costs** - If the County and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the provision of General Conditions, Section 11.4.
- 14.6 **Submission of Claim** - (a) If the Representative or the County determines that a claim should be denied or not allowed to the full extent requested, and if the Contractor desires further appeal of the matter, the Contractor shall submit to the Representative an itemized statement of each month's additional expenditures no later than thirty days after the last day of the month such expenditures are incurred. Failure to submit the

statement required herein shall constitute a waiver of the expenses incurred during that month.

(b) No increase in the claim for additional costs of construction will be allowed if made more than thirty days after submission of the initial claim, and Contractor agrees to waive those costs.

(c) The amount of the claims submitted pursuant to the provisions of this paragraph shall establish the maximum allowable claim of the Contractor in any further proceedings to determine the validity and amount of the contested claim.

14.7 **Audit of Claims** - The County may, at reasonable times and places, audit the books and records of the Contractor who has submitted a claim pursuant to the provisions of General Conditions, Section 14 to the extent that such books and records relate to the cost and pricing data used in said claim. If the Contractor makes such a claim, he shall maintain his books and records until such time as the claim is finally resolved. If any records are lost or destroyed which would have substantiated the Contractor's claim, the claim shall be deemed waived by the Contractor.

14.8 **Contractor to Continue Work** - Nothing contained in this section shall be construed to permit the Contractor from continuing to prosecute the work so as to complete the project within the allotted time.

14.9 **Interest** - No claim for interest may be allowed which exceeds eight (8) percent per annum.

14.10 **Waiver of Claims** - (a) No claim by the Contractor, regardless of its nature, shall be allowed unless:

- (1) Submitted with the request for final payment; or
- (2) Made within thirty days after completion of the work;

whichever date occurs first, and the Contractor waives all claims unless so made.

SPECIAL PROVISIONS
Woodbury County Law Enforcement Center
Offsite Improvement Project

The specifications to be used on this project are the 2021 version of the Iowa Statewide Urban Design and Specifications (SUDAS) in conjunction with the 2020 version of the Sioux City Supplement to SUDAS. The following project special provisions take precedence over and revise the SUDAS and Sioux City Supplement to SUDAS.

1. Pre-Bid Meeting:

A pre-bid meeting will be held on June 24, 2021 at 2:30 P.M. at the Woodbury County Courthouse, Board of Supervisors Meeting Room, 1st Floor, 620 Douglas Street, in Sioux City Iowa. It is highly recommended that the contractor attends the pre-bid meeting, and/or visits the site prior to bidding.

2. Pre-construction Conference

A pre-construction conference will be held at a time, date and location at the determination of the County and the Contractor. The contractor will receive the Notice to Proceed at the conclusion of the pre-construction meeting, or on the date shown in Paragraph 10.

3. Notification to Property Owners

The Contractor shall provide notification of his activities to all businesses/residences seven (7) days prior to the time when works begins and/or when their street will be closed for construction, in order to allow the affected businesses and residences to compensate for disruptions caused by the project. Property owners will be notified seventy-two (72) hours prior to any scheduled utility outage including water outages. Additional notifications may be required depending on project phasing. This shall be incidental to the project.

4. Work Area

If required by the Contractor, encroachment onto private property shall not occur unless prior signed written approval has been obtained from the property owner(s), and approved by the Engineer. The written approval must be in the form of an agreement outlining the encroachment area, and specify requirements that the contractor shall agree to. The requirements shall be in full compliance with the contract specifications regarding restoration of disturbed areas, and shall be at the contractor's expense. The agreement must be submitted to the Engineer no less than one week prior to the Contractor's use of the property.

5. Traffic Control

A. The Contractor shall furnish, install, and maintain throughout the course of the construction all necessary construction signs, traffic control signs, barricades and other warning devices to inform the traveling public (including vehicular and pedestrians) of the construction within the project area. This shall include the removal or covering of existing traffic control signs, which are in conflict with the temporary construction signing. Existing traffic control signs which are removed shall be delivered to the City of Sioux City for storage during the duration of the construction. At the completion of the work, the Contractor shall remove all temporary signs and construction barricades and restore all permanent traffic control signs along the roadways (which were covered during the construction) as directed by the Engineer and the City of Sioux City.

B. Prior to the preconstruction meeting, the Contractor shall submit all phase revisions to the Engineer and a traffic control plan to implement. The County and the City of Sioux City reserves the right to modify the proposed construction signing and barricade plan as necessary throughout the course of the work to assure the safety of the traveling public. The Contractor shall coordinate and schedule all street closures with the County and the City of Sioux City. Please contact the City of Sioux City Engineering Division 712-279-6324 to issue a press release: start date, duration, extent & location of closure, detour route, reason for closure. Additional notices may be required, depending on the project staging.

C. Payment for furnishing, installation, maintenance, and removal of all traffic control devices including temporary pavement marking, construction signs and barricades for each phase of the project shall be paid for lump sum at the contract unit price bid for "Traffic Control." This work shall also include submittal of all construction phase revisions, removal of existing and all temporary pavement markings, and all necessary removal, reinstallation or covering of existing traffic control signs which may conflict with the proposed construction signing and traffic control plan.

D. The Contractor must provide a 24-hour phone number to the County, City and the 911 Operator in the event of defective, missing or non-operational signing.

E. All open trenches and other excavations shall be protected with suitable barriers, signs and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.

F. All traffic control devices, procedures and layouts shall be as per part VI of the current edition of the MUTCD as adopted by the Iowa Department of Transportation. All sign shall utilize retroreflective sheeting material which meets the requirements of Article 4186.03 of the English Standard Specifications of Highway and Bridge Construction 2015 series as published by the Iowa Department of Transportation or shall be illuminated by means of acceptable warning lights from sunset to sunrise. Material stored upon or alongside public streets, roads and highways shall be so placed that the work at all times shall be so conducted as to cause minimum obstruction and inconvenience to the traveling public.

G. Where Type III barricades are shown as part of a full closure, the installation shall include an adequate number of Type III barricades to reach from edge of pavement to edge of pavement, as well as orange safety fence placed from right-of-way line to right-of-way line or as necessary to prevent vehicles from going around the barricades and entering the work area.

H. The Traffic Control bid item shall include all costs associated with furnishing, placing, maintaining, and removing all traffic control devices including the cost of flaggers.

I. The basis of payment shall be 50 percent of Lump Sum price paid on the first Certificate for Payment and 100 percent of Lump Sum price paid when 95 percent of the value of the work is completed.

6. Contact Personnel

Contractor shall provide the County and 911 operator with the name and phone number of their representative to be contacted during working and non-working hours as necessary.

7. Punchlist

If during the punchlist more than 20 deficient items are noted on the punchlist the project shall be deemed incomplete. With the project being deemed incomplete the punchlist shall not be provided to the Contractor and the charging of Contract Time shall resume the following day.

8. Scheduling for Testing

Written notification to the independent testing laboratory shall be given at least 4 hours in advance for hand paving and at least 24 hours in advance for machine paving by the Contractor. The pre-pour meeting shall be considered notification for paving. Only one pre-pour meeting is required for similar types of paving, but re-notification shall be required.

9. Sod/Seeding Requirements

As noted in the Construction Documents

10. County's Proposed Construction Schedule

The County anticipates the following timeline for this project. All dates are approximate in which written notification will be given should any changes arise.

- Council to Adopt Plans: June 7, 2021
- Board of Supervisors to Adopt Plans: June 8, 2021
- Bid Opening: July 8, 2021
- Board of Supervisors Award of Bid: July 13, 2021
- Board of Supervisors Approve (Execution of) Contract Documents: Upon receipt of Bonds & Contractor executed contract.
- Anticipated Pre-Construction Meeting/Receipt of NTP: July 20, 2021
- Anticipated Date to Proceed: July 20, 2021
- Contract Completion Date: November 1, 2022

11. Coordination of Work:

The Contractor shall be required to coordinate their work with other contractors in this area, including but not limited to MidAmerican Energy, Sparklight, CenturyLink, Fibercomm, The Woodbury County Law Enforcement Center Contractor, etc. This coordination shall be in a manner as to cause the least amount of conflict and interference between its operation and those of any utility or Contractor in the area. Any or all damages or claims resulting from the improper, insufficient, or untimely notification of all others affected by its operations shall be the responsibility of the Contractor.

12. Geotechnical Engineering Report:

A Geotechnical investigation of the 28th Street alignment was conducted by Certified Testing Services, Inc. and a Geotechnical Engineering Report detailing their findings has been included in the Contract Documents for reference.

13. Construction Staking:

Construction Staking will be completed by Toth & Associates, Inc. and paid by the County. Staking shall be paid by County for one-time staking of each of the identified items. Any additional staking, including any re-staking requested by the Contractor shall be billed at Toth & Associates, Inc. current standard hourly rates

Any additional staking shall be paid by the owner and subtracted from the contractor's next pay application. The need for staking services shall be communicated to Toth & Associates, Inc., with a minimum of 5 business days notice.

14. Project Progress Meetings:

Contractor, along with appropriate Subcontractors, shall host monthly progress meetings for the purpose of discussing and resolving matters concerning the various elements of the Work. During periods of intense construction activities more frequent progress meetings may be necessary, frequency will be mutually agreed upon by the Contractor, Engineer, and County. Contractor shall invite County, Owner's Representative, Engineer, City of Sioux City, Mid-American Energy, and all other parties affected by the construction of the project to the meetings. The Contractor is responsible for recording the minutes of the meetings. The meeting minutes shall be subject to approval by the County and Engineer.

--END OF SPECIAL PROVISIONS--

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK FOR BASE BID

1. Mobilization, Demobilization and Bonding: Shall be a maximum of 5% of the total contract amount and shall be considered to cover all expenses incurred for mobilization, demobilization, bonding, and project start up. Up to two-thirds of the lump sum price for this pay item can be requested upon production of all bonds and full mobilization on the job site is complete. The remaining portion of this can be payable upon final completion of project and the Contractor has completely demobilized from the jobsite.
2. 7.0 in. Concrete Pavement (28th Street): Shall be measured for payment by the square foot. This unit price shall include all cost associated with the installation of the concrete pavement for the construction of roadways and driveways as shown on the construction documents. Modified granular subbase shall be included in this unit price. All necessary labor, materials, equipment, and delivery shall be included in this unit price. Testing shall be provided by the Owner.
3. 7.0 in. Concrete Pavement (Outer Drive): Shall be measured for payment by the square foot. This unit price shall include all cost associated with the installation of the concrete pavement for the construction of roadways as shown on the construction documents. Modified granular subbase shall be included in this unit price. All necessary labor, materials, equipment, and delivery shall be included in this unit price. Testing shall be provided by the Owner. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.
4. 7.0 in. Concrete Pavement (Eastbound Turn Lane & Mid-American Driveways): Shall be measured for payment by the square foot. This unit price shall include all cost associated with the installation of the concrete pavement for the construction of roadways and driveways as shown on the construction documents. Modified granular subbase shall be included in this unit price. All necessary labor, materials, equipment, delivery, asphalt, and testing shall be included in this unit price. Testing shall be provided by the Owner. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.
5. Rumble Strip: Shall be measured for payment by the linear foot. This unit price shall include all cost associated with the installation of the driver alert rumble strip along roadways as shown on the construction documents. All necessary labor, materials, and equipment shall be included in this unit price.
6. Pavement Markings: Shall be measured for payment by the linear foot. This unit price shall include all cost associated with the installation of the pavement markings along roadways as shown on the construction documents. Include incidental pavement markings, such as turn arrows, stop bars, etc., in this unit price. All necessary labor, materials, and equipment shall be included in this unit price.
7. Signage: This lump sum item shall include all costs associated with the removal of existing roadway signage and the installation of new roadway signage as shown on the construction

documents. All necessary labor, materials, equipment, delivery, disposal, etc. shall be included in this unit price. The City of Sioux City shall have salvage rights for existing signage to be removed. Contractor shall coordinate with the City as necessary.

8. 7.0 in. Concrete Pavement Replacement: Shall be measured for payment by the square foot. This unit price shall include all cost associated with the reinstallation of the concrete pavement subsequent to the construction of the sanitary sewer line as shown on the construction documents. Modified granular subbase shall be included in this unit price. All necessary labor, materials, equipment, and delivery shall be included in this unit price. Testing shall be provided by the Owner.
9. 6.0 in. Asphalt Pavement Replacement: Shall be measured for payment by the square foot. This unit price shall include all cost associated with the reinstallation of asphalt subsequent to the construction of the sanitary sewer as shown on the construction documents. All necessary labor, materials, equipment, delivery, and asphalt. Testing shall be provided by the Owner.
10. Fence & Gate Replacement: Shall be measured for payment by the linear foot. This unit price shall include all cost associated with the replacement of all disturbed fences and gates during the construction of new access drives from 28th Street. Fencing material shall match existing. All necessary labor, materials, and equipment shall be included in this unit price.
11. Road Lighting: This lump sum item shall include the cost associated with the installation of new luminaires on existing Mid-American Energy Company (MEC) poles along 28th Street. Bidder shall coordinate with MEC for costs and construction responsibilities. All necessary labor, materials, and equipment shall be included in this unit price.
12. Temporary Traffic Control: This lump sum item shall cover the material costs, installation, upkeep, and removal of all temporary traffic control, construction signs, and barricades. Traffic control requirements will vary throughout the course of construction; this lump sum is intended to include all necessary traffic control for the project's duration. Payment shall be made based on a percentage of the overall completion of the project.
13. 16-inch DR-14, C900 PVC Potable Water Main: Shall be measured for payment by the linear foot along the centerline of the pipe as installed. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, bends, thrust blocking, pipe installation, backfilling as specified, and testing shall be included in this unit price.
14. 16-inch Gate Valve: Shall be measured for payment by the occurrence. All necessary labor, materials, fittings, equipment, bedding, backfilling as specified, and testing shall be included in this unit price.
15. Air Release Valve: Shall be measured for payment by the occurrence. All necessary labor, materials, fittings, equipment, bedding, backfilling as specified, and testing shall be included in this unit price.
16. Fire Hydrant: Shall be measured for payment by the occurrence. All necessary labor, materials, fittings, equipment, bedding, backfilling as specified, and testing shall be included in this unit price. 6-inch gate valve and 6-inch PVC supply line shall be included in this unit price.
17. Sanitary Sewer Manhole Rim Adjustment: Shall be measured in payment by the occurrence. All labor, materials, fittings, equipment, bedding, backfilling as specified, and

testing necessary to adjust the existing sanitary sewer manhole at approximately Sta 30+37 of 28th Street shall be included in this unit price.

18. 2 FT Concrete Curb & Gutter: Shall be measured for payment by the linear foot. This unit price shall include all cost associated with the installation of the concrete curb and gutter for the construction of roadways and driveways as shown on the construction documents. Modified granular subbase shall be included in this unit price. All necessary labor, materials, equipment, and delivery shall be included in this unit price.
19. 2 FT Concrete Curb & Gutter (East Bound Turn Lane & Mid-American Driveways): Shall be measured for payment by the linear foot. This unit price shall include all cost associated with the installation of the concrete curb and gutter for the construction of roadways and driveways as shown on the construction documents. Modified granular subbase shall be included in this unit price. All necessary labor, materials, equipment, and delivery shall be included in this unit price. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.
20. Earthwork (Cut): Shall be measured for payment by the cubic yard. This unit price item shall include the cost associated with removing all soil, rock, etc. necessary to achieve subgrade or final grade as indicated on the construction documents. All necessary labor, materials, equipment, and disposal of excess materials shall be included in this unit price.
21. Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways): Shall be measured for payment by the cubic yard. This unit price item shall include the cost associated with removing all soil, rock, etc. necessary to achieve subgrade or final grade as indicated on the construction documents. All necessary labor, materials, equipment, and disposal of excess materials shall be included in this unit price. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.
22. Earthwork (Fill): Shall be measured for payment by the cubic yard. This unit price item shall include the cost associated with the installation of suitable fill materials required for achieving subgrade or final grade as shown on the construction documents. All necessary labor, materials, equipment, delivery, fill, and installation shall be included in this unit price. Testing shall be provided by the Owner.
23. Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways): Shall be measured for payment by the cubic yard. This unit price item shall include the cost associated with the installation of suitable fill materials required for achieving subgrade or final grade as shown on the construction documents. All necessary labor, materials, equipment, delivery, fill, and installation shall be included in this unit price. Testing shall be provided by the Owner. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.

24. 6-inch Perforated Subdrain: Shall be measured for payment by the linear foot along the centerline of the pipe as installed. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, bends, pipe installation, and backfilling as specified shall be included in this unit price.
25. 15-inch HDPE Storm Pipe: Shall be measured for payment by the linear foot along the centerline of the pipe as installed. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, pipe installation, and backfilling as specified shall be included in this unit price.
26. 15-inch RCP Flared End Section with Rip Rap Outlet Protection: Shall be measured for payment by the occurrence. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, and backfilling as specified shall be included in this unit price.
27. 18-inch HDPE Storm Pipe: Shall be measured for payment by the linear foot along the centerline of the pipe as installed. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, pipe installation, and backfilling as specified shall be included in this unit price.
28. 18-inch RCP Flared End Section with Rip Rap Outlet Protection: Shall be measured for payment by the occurrence. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, and backfilling as specified shall be included in this unit price.
29. 24-inch HDPE Storm Pipe: Shall be measured for payment by the linear foot along the centerline of the pipe as installed. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, pipe installation, and backfilling as specified shall be included in this unit price.
30. 72-inch RCP Storm Pipe: Shall be measured for payment by the linear foot along the centerline of the pipe as installed. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, pipe installation, and backfilling as specified shall be included in this unit price.
31. 72-inch RCP Flared End Section with Rip Rap Outlet Protection: Shall be measured for payment by the occurrence. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, and backfilling as specified shall be included in this unit price.
32. Single Grate Intake (SW-501): Shall be measured for payment by the occurrence. All necessary materials, excavation, backfill, labor, fittings, equipment, delivery, and backfilling to install said structure as specified shall be included in this unit price.
33. Single Grate Intake (SW-503): Shall be measured for payment by the occurrence. All necessary materials, excavation, backfill, labor, fittings, equipment, delivery, and backfilling to install said structure as specified shall be included in this unit price.
34. 8" SDR-26 PVC Gravity Sewer: Shall be measured for payment by the linear foot. Measurement shall be made from the centerline station of the upstream manhole to the centerline station of the downstream manhole. Stationing along the axis of the pipe is developed by a horizontal projection of the sloped pipe. All necessary labor, materials, delivery, all clearing and grubbing, trenching, all rock excavation, bedding, pipe installation,

backfilling as specified, haul off and removal of debris and spoils, cleanup, and testing, shall be included in this unit price.

35. 10" SDR-26 PVC Gravity Sewer: Shall be measured for payment by the linear foot. Measurement shall be made from the centerline station of the upstream manhole to the centerline station of the downstream manhole. Stationing along the axis of the pipe is developed by a horizontal projection of the sloped pipe. All necessary labor, materials, delivery, all clearing and grubbing, trenching, all rock excavation, bedding, pipe installation, backfilling as specified, haul off and removal of debris and spoils, cleanup, and testing, shall be included in this unit price.
36. 10" SDR-26 PVC Gravity Sewer (Mid-American): Shall be measured for payment by the linear foot. Measurement shall be made from the centerline station of the upstream manhole to the centerline station of the downstream manhole. Stationing along the axis of the pipe is developed by a horizontal projection of the sloped pipe. All necessary labor, materials, delivery, all clearing and grubbing, trenching, all rock excavation, bedding, pipe installation, backfilling as specified, haul off and removal of debris and spoils, cleanup, and testing, shall be included in this unit price. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.
37. 4-FT Diameter Precast Standard Concrete Manhole: Shall be measured for payment by the occurrence. All materials, standard manhole frame and cover or bolt down frame and cover as shown on plans, manhole marker, excavation, backfill, labor, surface restoration, haul off and removal of debris and spoils, testing, and delivery, necessary to install said manhole shall be included in this unit price.
38. 4-FT Diameter Precast Standard Concrete Manhole (Mid-American): Shall be measured for payment by the occurrence. All materials, standard manhole frame and cover or bolt down frame and cover as shown on plans, manhole marker, excavation, backfill, labor, surface restoration, haul off and removal of debris and spoils, testing, and delivery, necessary to install said manhole shall be included in this unit price. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.
39. Fiber-Optic: Shall be measured for payment by the linear foot along the centerline of the conduit as installed. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, bends, conduit installation, and backfilling as specified shall be included in this unit price.
40. Fiber-Optic Handhole: Shall be measured for payment by the occurrence. All necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, bends, conduit connection installation, and backfilling as specified shall be included in this unit price.
41. Gas Main Extension: This lump sum item shall include the cost for Mid-American Energy Company to install a 6-inch gas main extension to the proposed Law Enforcement Center point of connection. Bidder shall include this known cost in their bid.
42. Temporary Erosion Control: This lump sum item shall cover the material costs, installation, upkeep, and removal of all temporary erosion control devices as outlined in the contract documents. The successful bidder shall be responsible to comply with the terms and requirements of the SWPPP throughout the course of construction. This lump sum item is intended to cover all compliance throughout the course of construction.

43. Cleanup and Restoration: Shall be measured for payment by the acre. Payment shall be for all disturbed yard or meadow areas that were disturbed due to the excavation and grading required on the project. All necessary labor, cleanup, debris removal, grading, topsoil, and surface preparation, to adequately restore surface to a condition that is ready to receive final seed, fertilizer, and mulch shall be included in this unit price.
44. Final Seed, Fertilize, and Mulch: This item shall be measured for payment by the acre. All necessary labor, material, application and maintenance of the seed, fertilizer, and mulch shall be included in this unit price.

1.2 DESCRIPTION OF WORK FOR BID ALTERNATE 1

Bid Alternate 1 can be generally described as the removal of curb, gutter and associated stormwater infrastructure from the Base Bid and installing ditches and culverts in lieu of.

45. This line item will be the negative sum of items 18 – 29 of the Base Bid.
46. RCP Driveway Culvert: Shall be measured for payment by the occurrence. This unit price item shall include all necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, pipe installation, and backfilling as specified to install said driveway culvert.
47. RCP Driveway Culvert (Mid-American): Shall be measured for payment by the occurrence. This unit price item shall include all necessary labor, materials, fittings, equipment, delivery, trenching, all rock excavation, bedding, pipe installation, and backfilling as specified to install said driveway culvert. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.
48. Earthwork (Cut): Shall be measured for payment by the cubic yard. This unit price item shall include the cost associated with removing all soil, rock, etc. necessary to achieve subgrade or final grade as indicated on the construction documents. All necessary labor, materials, equipment, and disposal of excess materials shall be included in this unit price.
49. Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways): Shall be measured for payment by the cubic yard. This unit price item shall include the cost associated with removing all soil, rock, etc. necessary to achieve subgrade or final grade as indicated on the construction documents. All necessary labor, materials, equipment, and disposal of excess materials shall be included in this unit price. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.
50. Earthwork (Fill): Shall be measured for payment by the cubic yard. This unit price item shall include the cost associated with the installation of suitable fill materials required for achieving subgrade or final grade as shown on the construction documents. All necessary labor, materials, equipment, delivery, fill, and installation shall be included in this unit price. Testing shall be provided by the Owner.
51. Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways): Shall be measured for payment by the cubic yard. This unit price item shall include the cost associated with the installation of suitable fill materials required for achieving subgrade or final grade as shown on the construction documents. All necessary labor, materials, equipment, delivery, fill, and installation shall be included in this unit price. Testing shall be provided by the

Owner. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.

1.7 DESCRIPTION OF WORK FOR BID ALTERNATE 2

Bid Alternate 2 can generally be described as Mill and Overlay of existing 28th Street from Business Highway 75 to Holiday Boulevard.

52. 2-inch Mill/Overlay: Shall be measured for payment by the square foot. This unit price item shall include all necessary labor, materials, equipment, etc. to mill existing 28th Street and overlay with 2-inches of new asphalt as shown on the contract documents. All necessary utility adjustments, re-striping, tie-in to existing drives & existing curb & gutter elevations, and traffic control shall be included in this unit price.

1.8 DESCRIPTION OF WORK FOR BID ALTERNATE 3

Bid Alternate 3 can generally be described as removing concrete paving of 28th Street from the Base Bid and installing asphalt paving in lieu of. Outer Drive will remain concrete in this bid alternate to match existing pavement type.

53. This line item will be the negative sum of items 2 and 4 from the Base Bid.
54. 6.0 in. Asphalt Pavement: Shall be measured for payment by the square foot. This unit price shall include all cost associated with the installation of the asphalt pavement for the construction of roadways and driveways as shown on the construction documents. Modified granular subbase shall be included in this unit price. All necessary labor, materials, equipment, and delivery shall be included in this unit price. Testing shall be provided by the Owner
55. 6.0 in. Asphalt Pavement (Eastbound Turn Lane & Mid-American Driveways): Shall be measured for payment by the square foot. This unit price shall include all cost associated with the installation of the asphalt pavement for the construction of roadways and driveways as shown on the construction documents. Modified granular subbase shall be included in this unit price. All necessary labor, materials, equipment, delivery, asphalt, and testing shall be included in this unit price. Testing shall be provided by the Owner. A separate unit price is being utilized for this quantity for ease of book-keeping, there is no difference in construction requirements between this unit price and the unit price above.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 011000



CERTIFIED TESTING SERVICES, INC.

GEOTECHNICAL ENGINEERING REPORT

**28TH STREET RECONSTRUCTION
SIOUX CITY, IOWA**

CTS PROJECT NO. G3344

This document was originally issued and sealed by James A. Bertsch, P.E., License No. 12121 on January 24, 2012.

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature:

Name: James A. Bertsch, P.E. (date)

License Number 12121

My license renewal date is December 31, 2012

Pages or sheets covered by this seal:

This report contains 27 pages, including this page

CTS File Number G3344



Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

January 24, 2012

Attn: Mr. Eric Smith, P.E.
Engineering Division
City of Sioux City
P.O. Box 447
Sioux City, Iowa 51102


Re: Geotechnical Engineering Report
28th Street Reconstruction
Sioux City, Iowa
CTS Job No. G3344

Dear Mr. Smith:

Certified Testing Services, Inc. is pleased to transmit our Geotechnical Engineering Services Report for the referenced project. This report includes the results of field and laboratory testing, and recommendations for suitability of the soils for pavement subgrade support, and groundwater information.

We appreciate the opportunity to perform this Geotechnical Study and look forward to continued participation during the design and construction phases of this project. If you have any questions pertaining to this report or if we may be of further service, please contact our office.

Respectfully submitted,
CERTIFIED TESTING SERVICES, INC.


Matthew R. Dailey, P.E. IA 19700
Staff Engineer


James A. Bertsch, P.E. IA 12121
Senior Geotechnical Engineer

MRD/JAB/md

GEOTECHNICAL ENGINEERING REPORT

**28TH STREET RECONSTRUCTION
SIOUX CITY, IOWA**

CTS PROJECT NO. G3344

PREPARED FOR

**ATTN: MR. ERIC SMITH, P.E.
ENGINEERING DIVISION
CITY OF SIOUX CITY
P.O. BOX 447
SIOUX CITY, IOWA 51102**

JANUARY 24, 2012

TABLE OF CONTENTS

	Page No.
PROJECT INFORMATION	1
Project Authorization	1
Project Description.....	1
Purpose and Scope of Services	1
 SITE AND SUBSURFACE CONDITIONS	 1
Site Location and Description	1
Subsurface Conditions	2
Water Level Measurements.....	3
 EVALUATION AND RECOMMENDATIONS	 3
Geotechnical Discussion	3
Site Preparation	4
Pavement Subgrade Recommendations	4
 CONSTRUCTION CONSIDERATIONS.....	 5
Moisture Sensitive Soils/Weather Related Concerns.....	5
Drainage and Groundwater Considerations	5
Excavations	5
 REPORT LIMITATIONS	 6
 Appendix	
Boring Location Plan	
Boring Logs	
Boring Profiles	
Soil Classification Chart and General Notes	

PROJECT INFORMATION

Project Authorization

Certified Testing Services, Inc. has completed a subsurface exploration for the above referenced project. Mr. Paul A. Eckert, City Manager of the City of Sioux City authorized our work by signing our proposal. This work was performed in accordance with CTS Proposal Number 2340 dated December 27, 2011.

Project Description

Mr. Eric Smith and Mr. Scott Logan of the City of Sioux City presented project information during a meeting on December 21, 2011, at City Hall. On December 22, 2011, Mr. Smith provided CTS with Sheets 1 thru 4 that were dated November 2011. CTS understands that the City of Sioux City is proposing to remove a portion of the existing pavement between Stations 198+00 and 201+85, lower the existing grade from 198+50 to 203+00 approximately 2 feet. CTS also understands that a new water main and sanitary sewer will be installed, as well as new pavement. We understand that the sanitary sewer will be the deepest utility and will be 6 feet to 9 feet below the final grade.

Purpose and Scope of Services

The purpose of this study was to explore the subsurface conditions at the site to prepare recommendations for pavement subgrade support, temporary surface material recommendations, pipe bedding and utility trench backfill. Our scope of services included drilling eight borings to depths ranging from 11.5 feet to 15 feet below the existing grade in the proposed area of construction. The scope of work also included select laboratory testing, and preparation of this geotechnical report. This report briefly outlines the testing procedures, presents available project information, describes the site and subsurface conditions, and provides recommendations for pavement subgrade support, pipe bedding, and trench backfill, as well as groundwater information.

The scope of services did not include an environmental assessment of the site.

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

CTS understands that the work will start at Station 198+00 and extending east to Station 229+50 on 28th Street in Sioux City, Iowa.

At the time of drilling, the surface material at the boring locations consisted of concrete pavement or gravel. The surface at the boring locations was firm at the time of our site visit and the drill rig did not experience difficulty moving around the boring locations.

Subsurface Conditions

The site subsurface conditions were explored with eight soil test borings sampled to depths ranging from 11.5 feet to 15 feet below the existing ground surface. The boring locations and depths were chosen by CTS after discussions with City of Sioux City personnel. CTS personnel staked the borings in the field and the approximate locations of the borings are presented in the following table and in the "Boring Location Plan" in the Appendix. The elevations at the boring locations were determined by interpolating the elevations on the plans provided by the City of Sioux City personnel.

Boring	Location
B1	Station 198+00, 5 feet north of the south side of 28 th Street
B2	Station 203+50, 2 feet north of the south side of 28 th Street
B3	Station 207+00, 5 feet north of the south side of 28 th Street
B4	Station 211+71, 4 feet north of the south side of 28 th Street
B5	Station 216+00, 5 feet north of the south side of 28 th Street
B6	Station 220+50, 6 feet north of the south side of 28 th Street
B7	Station 225+00, 7 feet north of the south side of 28 th Street
B8	Station 229+50, 4 feet north of the south side of 28 th Street

The borings were advanced utilizing flight auger drilling methods and soil samples were routinely obtained during the drilling process. Select soil samples were later tested in the laboratory to determine materials properties for our evaluation. Soil sampling and the laboratory testing were accomplished generally in accordance with ASTM procedures.

The surface materials consisted of a 6-inch concrete pavement at Boring B1 and a 6 inch gravel layer at the other boring locations. The subsurface material below the surface material consisted of silt fill, silt slopewash, silt altered loess, and silt Peorian loess. These materials are described in more detail in the following table.

Material	Moisture Content (%)	Dry Density (PCF)	Saturation (%)	Hand Pen. (TSF)	Standard Pen. (BPF)
Silt Fill	13 to 22	93 to 99	47 to 77	2.75 to 4.5	7 to 19
Silt Slopewash	19 to 24	96 to 97	83 to 89	2.0 to 4.5	13
Silt Altered Loess	12 to 19	84 to 100	34 to 77	2.5 to 4.5	5
Silt Peorian Loess	13 to 18	87 to 98	48 to 58	4.5	7 to 16

The boring logs included in the Appendix should be reviewed for specific information at individual boring locations. These records include soil/rock descriptions, stratifications, penetration resistances, and locations of the samples and laboratory test data. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual. Water level information obtained during field operations is also shown on these boring logs. The samples that were not altered by laboratory testing will be retained for 30 days from the date of this report and then will be discarded.

Water Level Measurements

Free water was not encountered at the time of drilling. It should be noted that with the relatively impervious nature of the soils encountered that a long monitoring time would be required in order to provide a static water level, which was beyond the scope of our work. The water level measurements presented in this report are the levels that were measured at the time of our field activities and should be expected to fluctuate with climatic conditions.

EVALUATIONS AND RECOMMENDATIONS

Geotechnical Discussion

The main concern for the project is the varied subgrade material consisting of silt fill and silt Peorian Loess beneath the pavement and gravel. The undocumented fill material has moisture contents that vary from 13 percent to 22 percent, dry densities that vary from 93 PCF to 99 PCF and standard penetration test results that vary from 7 BPF to 19 BPF. Based on this information, it is CTS's opinion that the fill material was not placed in a consistent manner. In order to provide for a uniform subgrade, CTS recommends that the pavement be supported on 2 feet of material meeting the compaction requirements of the Sioux City Special Provisions. The 2 feet of compacted material may be created by removing the existing concrete and gravel and subgrade material to a depth of a foot below the bottom of the proposed pavement elevation and scarifying the subgrade to a depth of 12 inches, moisture conditioning the subgrade and compacting the material to meet the requirements of the Sioux City Special Provisions. After the subgrade is compacted the additional material required to bring the site to grade may be placed and compacted. CTS recommends that the gravel be removed prior to the utility work. The gravel may be used below the pavement as a part of the subgrade material. In that the existing gravel contains a large amount of minus #200 sieve material, drains would not be required. If a well-graded or poorly graded granular material is placed under the pavement, CTS would recommend that drains be installed in accordance with SUDAS or IDOT.

The site soils are suitable for bedding the utilities; however, the manufacturer's recommendations should be followed for bedding the pipe, as well as, SUDAS and City of Sioux City Special Provisions should be followed. The existing soils are also suitable for use

as backfill in the trenches and for pavement support and should also be placed and compacted to meet SUDAS and City of Sioux City Special Provisions.

Site Preparation

CTS recommends that paving material, rubble, vegetation, roots, soft material, organic, material containing frost or unsuitable soils in the construction areas be stripped from the site and wasted. The exception to this is that the existing gravel may be stockpiled for future use under the existing pavement. The existing materials are suitable for use as trench backfill or pavement support. A representative of the geotechnical engineer should determine the depth of removal at the time of construction.

After stripping and excavating to the proposed subgrade level, the pavement area should be proof-rolled with a loaded tandem axle dump truck or similar piece of heavy rubber tired vehicle (typically with an axial load greater than 9-tons). Soils that are observed to rut or deflect excessively (typically greater than 1-inch) under the moving load should be undercut and replaced with properly compacted fill. The proofrolling and undercutting activities should be witnessed by a representative of the geotechnical engineer and should be performed during a period of dry weather. If excessive movement is observed, the proofrolling should be stopped and the site evaluated by the geotechnical engineer or his representative.

After subgrade preparation and observation have been completed, fill placement may begin. Fill materials should be existing gravel, lean clay or silt material free of organic or other deleterious materials, have a maximum particle less than 3-inches, and have a liquid limit less than 45 and plasticity index less than 22.

Structural fill should be placed in maximum loose lifts of 4 inches for hand compaction equipment and 8 inches for riding compaction equipment and compacted to meet SUDAS and City of Sioux City Special Provisions. Each lift of compacted-engineered fill should be tested by a representative of the geotechnical engineer prior to placement of subsequent lifts.

Pavement Subgrade Recommendations

It is recommended that the pavement be placed on 24-inches of prepared subgrade as discussed in the "Geotechnical Discussion" section. Pavement may be placed after the grade has been prepared as discussed above. CTS recommends that the subgrade be density tested and moisture tested just prior to paving to determine if the subgrade meets the moisture requirements in the City of Sioux City Special Provisions. Excessive moisture will lead to frost heave problems in the future. All pavement work should be performed per SUDAS and City of Sioux City Special Provisions.

CONSTRUCTION CONSIDERATIONS

CTS should be retained to provide observation and testing of construction activities involved in the street activities of this project. CTS cannot accept responsibility for conditions that deviate from those described in this report, nor for the performance of the subgrade if not engaged to also provide construction observation and testing for this project.

Moisture Sensitive Soils and Weather Related Concerns

The upper fine-grained soils exposed during the construction process will be sensitive to disturbances caused by construction traffic and to changes in moisture content. During wet weather periods, increases in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. The contractor should be aware of this concern and take precautions to minimize stabilization problems through site grading and pumping of water from utility trenches. In addition, soils that become wet may be slow to dry and thus significantly retard the progress of grading and compaction activities. It will, therefore, be advantageous to perform earthwork and foundation construction activities during dry weather.

Drainage and Groundwater Considerations

Water should not be allowed to collect on prepared subgrade or utility trenches either during or after construction. Undercut or excavated areas should be sloped to facilitate removal of collected rainwater, groundwater, or surface runoff. Positive site drainage should be provided to reduce infiltration of surface water into the existing material.

Free groundwater was not encountered in the borings at the time of the field exploration and ground water should not affect the construction. Water from rain and other surface moisture should be removed from excavations by pumping daily.

Excavations

In Federal Register, Volume 54, Number 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better enhance the safety of workers entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination,

or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

We are providing this information solely as a service to our client. CTS does not assume responsibility for construction site safety or the contractor's or other parties' compliance with local, state, and federal safety or other regulations.

REPORT LIMITATIONS

The recommendations submitted are based on the available subsurface information obtained by CTS and design details furnished by Mr. Eric Smith and Mr. Scott Logan of the City of Sioux City Engineering Division. If there are revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, CTS should be notified immediately to determine if changes in the recommendations are required. If CTS is not retained to perform these functions, CTS will not be responsible for the impact of those conditions on the project.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of the City of Sioux City and their consultants for the specific application to the 28th Street Reconstruction project in Sioux City, Iowa.

APPENDIX

BORING LOCATION PLAN



Copyright (C) 2011, MW Topo

Boring Location Plan

Copyright (C) 2011 MW Topo

BORING LOGS



LOG OF EXPLORATORY BORING

Job Number: **G3344**
 Project: **28th Street Improvements**
 Date Started: **1/17/12**
 Date Completed: **1/17/12**

Boring No.: **B-1**
 Boring Location: **Station 198+00**
 Drill Type: **FLIGHT**
 Ground Elev.: **1195.0**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Shelby Tube <input checked="" type="checkbox"/> Modified California	<input checked="" type="checkbox"/> Standard Split Spoon <input type="checkbox"/> Grab Sample	<input type="checkbox"/> Water Level ATD <input type="checkbox"/> Water Level After 7 Days	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer Blows per 1-3/4"	
			SOIL DESCRIPTION														
			6-Inch Concrete Layer														
			FILL, Silt, Medium Yellow Brown, Moist														
5			SILT, Medium Yellow Brown, Moist, Medium, Altered Loess			ML	6-6-7 N= 13	21									
10							2-2-3 N= 5	14									



LOG OF EXPLORATORY BORING

Job Number: **G3344**
 Project: **28th Street Improvements**
 Date Started: **1/17/12**
 Date Completed: **1/17/12**

Boring No.: **B-2**
 Boring Location: **Station 203+50**
 Drill Type: **FLIGHT**
 Ground Elev.: **1192.0**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Shelby Tube <input type="checkbox"/> Modified California	<input type="checkbox"/> Standard Split Spoon <input type="checkbox"/> Grab Sample	<input type="checkbox"/> Water Level ATD <input type="checkbox"/> Water Level After 7 Days	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer Blows per 1-3/4"
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SOIL DESCRIPTION

5																
			6-Inch Gravel Layer													
			SILT, Grayish Yellow Brown, Moist, Stiff, Peorian Loess		ML		3-4-4 N= 8	17								
			(Oxidized)					14	97	54	4.50					
			(Yellow Gray)				3-4-4 N= 8	16								
								13								
			END OF BORING AT 11.5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Job Number: **G3344**
 Project: **28th Street Improvements**
 Date Started: **1/17/12**
 Date Completed: **1/17/12**

Boring No.: **B-3**
 Boring Location: **Station 207+00**
 Drill Type: **FLIGHT**
 Ground Elev.: **1182.5**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer Blows per 1-3/4"
			6-Inch Gravel Layer													
			FILL, Silt, Medium Yellow Brown, Moist			6-4-4 N= 8	14									
5							14	93	47	4.50						
			SILT, Dark Brown, Moist, Very Stiff, Slopewash	ML		7-7-7 N= 14	19									
10			SILT, Medium Yellow Brown, Moist, Altered Loess	ML			12	84	34	4.50						
			END OF BORING AT 11.5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													



LOG OF EXPLORATORY BORING

Job Number: **G3344**
 Project: **28th Street Improvements**
 Date Started: **1/17/12**
 Date Completed: **1/17/12**

Boring No.: **B-4**
 Boring Location: **Station 211+71**
 Drill Type: **FLIGHT**
 Ground Elev.: **1183.5**

Depth in Feet	Graphic Log	Sample Type	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer Blows per 1-3/4"
---------------	-------------	-------------	------	--------------------------------	---------------------	-------------------	--------------	-------------------------	---------------------------------	----------------	-----------------	--------------------	------------------------------------

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Shelby Tube | <input checked="" type="checkbox"/> Standard Split Spoon | <input checked="" type="checkbox"/> Water Level ATD |
| <input checked="" type="checkbox"/> Modified California | <input checked="" type="checkbox"/> Grab Sample | <input checked="" type="checkbox"/> Water Level After 7 Days |

SOIL DESCRIPTION

5	6		6-Inch Gravel Layer FILL, Silt, Grayish Yellow Brown, Moist (Medium Yellow Brown) (Gray and Yellow Brown) SILT, Dark Brown, Very Moist, Slopewash	5-6-6 N= 12	17								
				3-5-6 N= 11	17								
				6-10-9 N= 19	22	18	95	64	4.50				
			ML										
						24	97	89	2.00				
			END OF BORING AT 15 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING										

LOG OF BORING: G3344.GPJ, CERTIFIED TESTING.GDT, 1/24/12



LOG OF EXPLORATORY BORING

Job Number: **G3344**
 Project: **28th Street Improvements**
 Date Started: **1/17/12**
 Date Completed: **1/17/12**

Boring No.: **B-5**
 Boring Location: **Station 216+00**
 Drill Type: **FLIGHT**
 Ground Elev.: **1187.0**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Shelby Tube <input checked="" type="checkbox"/> Modified California	<input checked="" type="checkbox"/> Standard Split Spoon <input checked="" type="checkbox"/> Grab Sample	<input type="checkbox"/> Water Level ATD <input checked="" type="checkbox"/> Water Level After 7 Days	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer Blows per 1-3/4"
			SOIL DESCRIPTION													
							4-8-9 N= 17	17								
5								21	96	77	2.75					
						ML	5-6-7 N= 13	22								
10								22	96	83	3.00					
							END OF BORING AT 11.5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING									



LOG OF EXPLORATORY BORING

Job Number: **G3344**
 Project: **28th Street Improvements**
 Date Started: **1/17/12**
 Date Completed: **1/17/12**

Boring No.: **B-6**
 Boring Location: **Station 220+50**
 Drill Type: **FLIGHT**
 Ground Elev.: **1207.0**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Shelby Tube <input checked="" type="checkbox"/> Modified California	<input checked="" type="checkbox"/> Standard Split Spoon <input type="checkbox"/> Grab Sample	<input type="checkbox"/> Water Level ATD <input type="checkbox"/> Water Level After 7 Days	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer Blows per 1-3/4"		
			SOIL DESCRIPTION															
			FILL, Silt, Medium Yellow Brown, Moist				6-6-7 N= 13	13										
5								17	99	67	3.50							
			SILT, Medium Yellow Brown, Moist, Medium, Altered Loess			ML	2-2-3 N= 5	17										
10								17	88	52	4.00							
			END OF BORING AT 11.5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING															



LOG OF EXPLORATORY BORING

Job Number: **G3344**
 Project: **28th Street Improvements**
 Date Started: **1/17/12**
 Date Completed: **1/17/12**

Boring No.: **B-7**
 Boring Location: **Station 225+00**
 Drill Type: **FLIGHT**
 Ground Elev.: **1238.0**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer Blows per 1-3/4"
		<div style="display: flex; justify-content: space-between;"> <div> <p>■ Shelby Tube</p> <p>⊠ Modified California</p> </div> <div> <p>⊠ Standard Split Spoon</p> <p>✎ Grab Sample</p> </div> <div> <p>∇ Water Level ATD</p> <p>∇ Water Level After 7 Days</p> </div> </div>												
	6-Inch Gravel Layer													
			FILL, Silt, Medium Yellow Brown, Moist		4-3-4 N= 7	13								
5			SILT, Grayish Yellow Brown, Moist, Medium, Peorian Loess	ML		13	96	48	4.50					
10			(Gray and Yellow Brown Mottled)		3-3-4 N= 7	13								
			END OF BORING AT 11.5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING		15	98	58	4.50						



LOG OF EXPLORATORY BORING

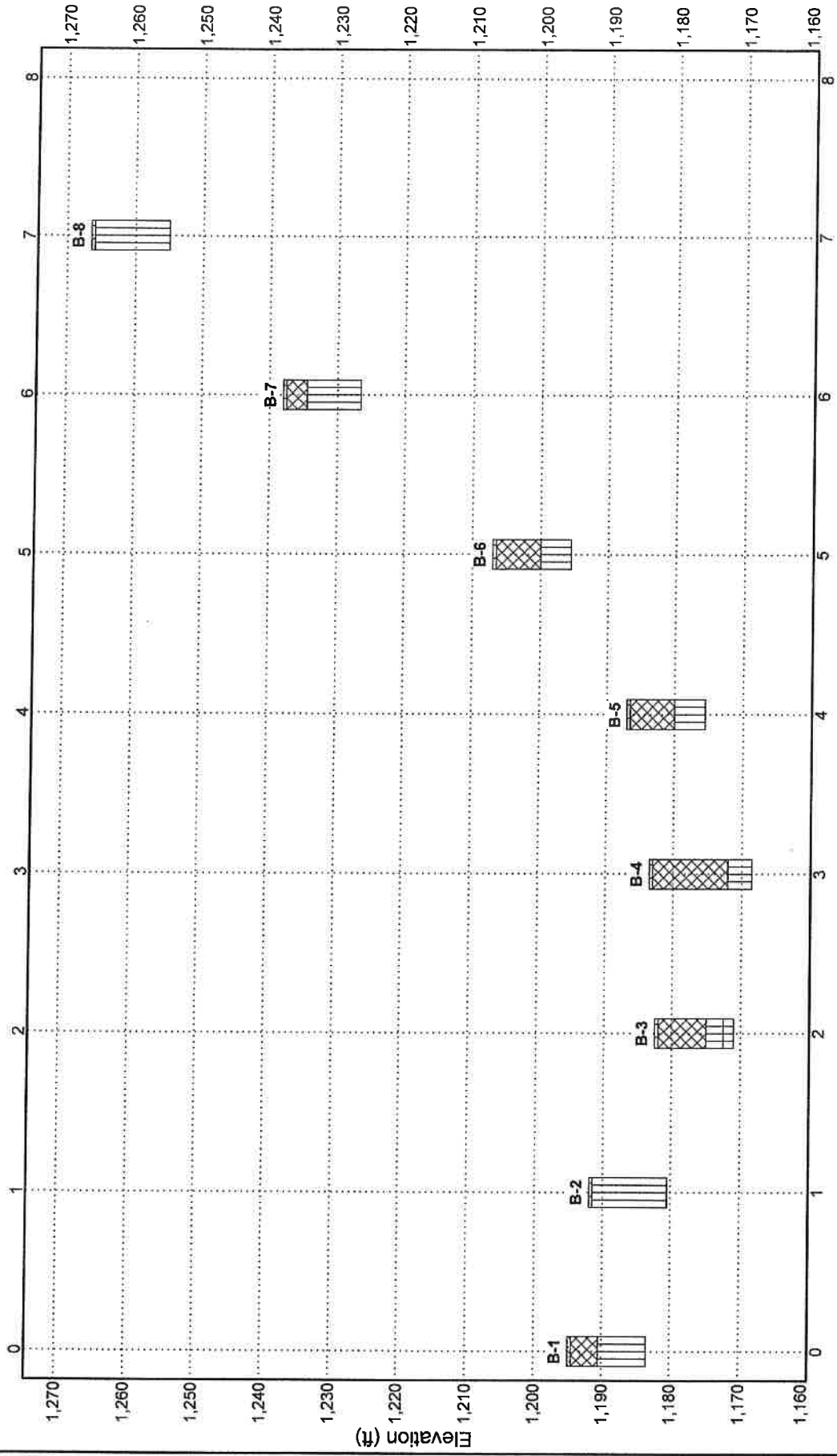
Job Number: **G3344**
 Project: **28th Street Improvements**
 Date Started: **1/17/12**
 Date Completed: **1/17/12**

Boring No.: **B-8**
 Boring Location: **Station 229+50**
 Drill Type: **FLIGHT**
 Ground Elev.: **1266.5**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Shelby Tube <input type="checkbox"/> Modified California	<input type="checkbox"/> Standard Split Spoon <input type="checkbox"/> Grab Sample	<input type="checkbox"/> Water Level ATD <input type="checkbox"/> Water Level After 7 Days	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer Blows per 1-3/4"
			SOIL DESCRIPTION													
			6-Inch Gravel Layer													
			SILT, Grayish Yellow Brown, Moist, Stiff to Very Stiff, Peorian Loess			ML										
							6-7-3 N= 10	14								
5																
							4-8-8 N= 16	15								
10																
			END OF BORING AT 11.5 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													
							17									

LOG OF BORING G3344.GPJ CERTIFIED TESTING.GDT 1/24/12

BORING PROFILES



Distance Along Baseline (ft)



Certified Testing Services, Inc.
419 W. 6th Street, PO Box 1193
Sioux City, Iowa 51102
Telephone: 712-252-5132
Fax: 712-252-0110

28th Street Improvements

SOIL CLASSIFICATION CHART AND GENERAL NOTES

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS		
			GRAPH	LETTER			
<p>COARSE GRAINED SOILS</p> <p>MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE</p>	<p>GRAVEL AND GRAVELLY SOILS</p>	<p>CLEAN GRAVELS</p>		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES		
		<p>(LITTLE OR NO FINES)</p>		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES		
		<p>GRAVELS WITH FINES</p>		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES		
		<p>(APPRECIABLE AMOUNT OF FINES)</p>		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES		
	<p>SAND AND SANDY SOILS</p>	<p>CLEAN SANDS</p>	<p>(LITTLE OR NO FINES)</p>		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
			<p>(LITTLE OR NO FINES)</p>		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
		<p>SANDS WITH FINES</p>	<p>(APPRECIABLE AMOUNT OF FINES)</p>		SM	SILTY SANDS, SAND - SILT MIXTURES	
					SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
			<p>SILTS AND CLAYS</p>	<p>LIQUID LIMIT LESS THAN 50</p>		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
						CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
	OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY					
<p>SILTS AND CLAYS</p>	<p>LIQUID LIMIT GREATER THAN 50</p>		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS			
			CH	INORGANIC CLAYS OF HIGH PLASTICITY			
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS			
<p>HIGHLY ORGANIC SOILS</p>				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS		

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

GENERAL NOTES

SAMPLING SYMBOLS:

	STANDARD PENETRATION TEST – 1 3/8" I.D., 2" O.D.
	SHELBY THIN-WALLED TUBE – 3" O.D. UNDISTURBED SAMPLE
	GRAB SAMPLE
	ROCK CORE
	AUGER SAMPLE
	NO RECOVERY

WATER LEVEL MEASUREMENT SYMBOLS:

	WATER LEVEL AT TIME OF DRILLING
	WATER LEVEL AFTER 7 DAYS

CONSISTENCY OF FINE-GRAINED SOILS	
UNCONFINED COMPRESSIVE STRENGTH, QU, PSF	CONSISTENCY
< 500	VERY SOFT
500 - 1,000	SOFT
1,001 - 2,000	MEDIUM
2,001 - 4,000	STIFF
4,001 - 8,000	VERY STIFF
8,001 - 16,000	HARD
> 16,000	VERY HARD

RELATIVE DENSITY OF COARSE GRAINED SOILS	
N-BLOWS/FT.	RELATIVE DENSITY
0 - 3	VERY LOOSE
4 - 9	LOOSE
10 - 29	MEDIUM DENSE
30 - 49	DENSE
50 - 80	VERY DENSE
80 +	EXTREMELY DENSE

RELATIVE PROPORTIONS OF SAND AND GRAVEL	
DESCRIPTIVE TERM(S) (OF COMPONENTS ALSO PRESENT IN SAMPLE)	PERCENT OF DRY WEIGHT
WITH	15 - 29
MODIFIER	> 30

GRAIN SIZE TERMINOLOGY	
MAJOR COMPONENT OF SAMPLE	SIZE RANGE
BOULDERS	OVER 12 IN. (300MM)
COBBLES	12 IN. TO 3 IN. (300 MM TO 75 MM)
GRAVEL	3 IN. TO #4 SIEVE (75MM TO 4.75MM)
SAND	#4 TO #200 SIEVE (4.75MM TO 0.075 MM)
SILT OR CLAY	PASSING #200 SIEVE (0.075MM)

RELATIVE PROPORTIONS OF FINES	
DESCRIPTIVE TERM(S) (OF COMPONENTS ALSO PRESENT IN SAMPLE)	PERCENT OF DRY WEIGHT
WITH	15 - 29
MODIFIER	> 30



APPROVE BOND PURCHASE
AGREEMENT

(General Obligation Urban Renewal County
Road Improvement Bonds, Series 2021)

424093-20

Woodbury County, Iowa

July 27, 2021

The Board of Supervisors of Woodbury County, Iowa, met on July 27, 2021, at _____
____.m., at the County Courthouse.

The meeting was called to order by the Chairperson, and the roll being called, the
following named Supervisors were present and absent:

Present: _____.

Absent: _____.

It was reported that the County had received a proposal from D.A. Davidson & Co. for
the purchase of the County's General Obligation Urban Renewal County Road Improvement
Bonds, Series 2021.

Supervisor _____ introduced the following resolution and moved its adoption,
seconded by Supervisor _____. After due consideration and discussion, the
Chairperson put the question upon the adoption of the resolution, and the roll being called, the
following Supervisors voted:

Ayes: _____

Nays: _____.

The Chairperson declared the resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution approving Bond Purchase Agreement for General Obligation Urban
Renewal County Road Improvement Bonds, Series 2021

WHEREAS, the Board of Supervisors (the “Board”) of Woodbury County, Iowa (the “County”), has proposed to enter into a general obligation loan agreement (the “Loan Agreement”), pursuant to the provisions of Section 331.402 of the Code of Iowa, for the purpose of paying the cost of making improvements to county roads, and has published notice and held a hearing on the proposal; and

WHEREAS, it has been proposed that the County enter into the Loan Agreement with D.A. Davidson & Co. (the “Underwriter”) and issue General Obligation Urban Renewal County Road Improvement Bonds, Series 2021 (the “Bonds”) in evidence of its obligations under the Loan Agreement; and

WHEREAS, a certain Bond Purchase Agreement (the “Bond Purchase Agreement”) has been prepared setting forth the terms of the Bonds and the understanding between the County and the Underwriter, and it is now necessary to make provision for the approval of the Bond Purchase Agreement;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

Section 1. The Bond Purchase Agreement is hereby approved in substantially the form as presented to this Board. The Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Underwriter.

Section 2. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Passed and approved July 27, 2021.

Chairperson, Board of Supervisors

Attest:

County Auditor

• • • •

On motion and vote, the meeting adjourned.

Chairperson, Board of Supervisors

Attest:

County Auditor

STATE OF IOWA

SS:

WOODBURY COUNTY

I, the undersigned, County Auditor of Woodbury County, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Board of Supervisors relative to the approval of a bond purchase agreement.

WITNESS MY HAND this _____ day of _____, 2021.

County Auditor

July 22, 2021

Dennis Butler
Woodbury County Courthouse
Sioux City, Iowa 51101

Re: General Obligation Urban Renewal County Road Improvement Bonds, Series
2021/Bond Purchase Agreement
Our File No. 424093-20

Dear Dennis:

I have prepared a resolution that may be adopted by the Woodbury County Board of Supervisors on July 27 for the purpose of approving a bond purchase agreement with D.A. Davidson & Co.

The proceedings include the following items:

1. Resolution approving the Bond Purchase Agreement for the County's General Obligation Urban Renewal County Road Improvement Bonds, Series 2021. Nate Summers will provide the copies of the actual Bond Purchase Agreement.
2. Certificate attesting transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc by email: Nate Summers

CREDIT OPINION

16 July 2021

 Rate this Research

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Woodbury (County of) IA

New issuer

Summary

Woodbury County, IA (Aa3) has a healthy credit profile that contains of the economic hub of the region, Sioux City (Aa2). The county has stable finances, though reserves are lower than similarly rated peers. The debt burden and pension liabilities are modest but manageable.

On July 16, 2021, we assigned an initial Aa3 GO rating on the county.

Credit strengths

- » Large and growing tax base
- » Stable finances

Credit challenges

- » Resident incomes that are below average
- » Elevated debt burden

Rating outlook

Moody's typically does not assign outlooks to local governments with this amount of debt.

Factors that could lead to an upgrade

- » Substantial increases in reserves
- » Improvement in resident incomes
- » Moderation of the debt burden

Factors that could lead to a downgrade

- » Deterioration of current reserves
- » Significant tax base contraction
- » Large growth in the debt burden

Key indicators

Woodbury (County of) IA	2016	2017	2018	2019	2020
Economy/Tax Base					
Total Full Value (\$000)	\$6,625,875	\$6,993,978	\$7,574,494	\$7,989,406	\$8,104,052
Population	102,426	102,397	102,398	102,586	102,586
Full Value Per Capita	\$64,689	\$68,303	\$73,971	\$77,880	\$78,998
Median Family Income (% of US Median)	88.1%	88.5%	90.3%	91.2%	91.2%
Finances					
Operating Revenue (\$000)	\$37,867	\$38,533	\$39,905	\$41,497	\$43,170
Fund Balance (\$000)	\$5,316	\$5,279	\$6,849	\$7,273	\$6,431
Cash Balance (\$000)	\$5,521	\$6,146	\$7,388	\$7,264	\$6,755
Fund Balance as a % of Revenues	14.0%	13.7%	17.2%	17.5%	14.9%
Cash Balance as a % of Revenues	14.6%	16.0%	18.5%	17.5%	15.6%
Debt/Pensions					
Net Direct Debt (\$000)	\$4,048	\$9,202	\$9,035	\$7,528	\$7,048
3-Year Average of Moody's ANPL (\$000)	\$49,694	\$58,958	\$59,428	\$61,455	\$61,367
Net Direct Debt / Full Value (%)	0.1%	0.1%	0.1%	0.1%	0.1%
Net Direct Debt / Operating Revenues (x)	0.1x	0.2x	0.2x	0.2x	0.2x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	0.7%	0.8%	0.8%	0.8%	0.8%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	1.3x	1.5x	1.5x	1.5x	1.4x

Tax base data is displayed on a levy year basis, while financial data is displayed on a fiscal year basis.

Sources: Moody's Investors Service, county audited financials. U.S. Census Bureau

Profile

Woodbury County is located on the western border of Iowa (Aaa stable) adjacent to South Dakota (Aaa stable) and Nebraska (Aa1 stable) encompassing 878 square miles with Sioux City serving as the county seat. The county has approximately 102,000 residents.

Detailed credit considerations

Economy and tax base: large tax base anchored by Sioux City

Woodbury's economic base will continue to remain stable due to the continued development happening within the area and the anchoring presence of Sioux City, which is the regional hub. Currently valued at \$8.1 billion, the tax base has grown at an average annual rate of 4.6% over the last five years. The largest employers of the county are two large food processors that collectively employ nearly 7,000 residents. The county also has significant healthcare, higher education, and retail presences. The tax base is 65% residential and 16% commercial. Resident incomes are slightly below the national median at 91.2% of the nation; however, the cost of living remains significantly lower with the median family home priced at 56.7% of the national level. The county's May 2021 unemployment rate was 4.1%, in line with the state at 4.0%, and lower than the nation at 5.5%.

Financial operations and reserves: stable financial profile with satisfactory reserves

The county's financial profile will remain adequate given expectations of growth in reserves for fiscal 2021. The general fund balance is expected to rise to \$8.1 million, or 22.4% of estimated fiscal 2021 general fund revenue, which is an increase from 19.4% in fiscal 2020. The growth is primarily from CARES Act funding. The county will receive a total of \$20 million in American Plan Rescue Act (ARPA) funds. They received the first \$10 million in May 2021 and expect to use the funds for capital projects within the county jail. At the close of fiscal 2020, the available operating funds (general, debt service, mental health, rural services) totaled \$6.4 million, or an adequate 14.9% of revenue.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

Property taxes are the largest source of revenue at 79.2% followed by intergovernmental revenue at 11.5%, which is primarily state aid. The county has maintained a relatively level property tax levy over the past five years, though Iowa counties have broad legal flexibility to raise certain levies, especially to support growth in employee benefit costs.

Liquidity

At the end of fiscal 2020, the county's net cash in its operating funds totaled \$6.8 million, or a satisfactory 15.7% of revenue.

Debt and pensions: moderate debt and pension liabilities

Following an upcoming debt issuance, the county will have a moderate debt burden of 1.6x operating revenue and 0.8% to full value. The county's debt is expected to rise by an additional \$25 million later in 2021 when jail revenue bonds are issued. The already issued debt for the jail is backed by the county's general obligation unlimited tax (GOULT) sufficient to make the debt payments. Total fixed costs are manageable at approximately 10%.

Legal security

Debt service on the county's GOULT bonds is backed by the city's GOULT pledge, which benefits from a dedicated property tax levy unlimited by rate or amount.

Debt structure

All of the county's debt is fixed rate with all outstanding debt paid off by 2041.

Debt-related derivatives

The county is not a party to any debt-related derivatives.

Pensions and OPEB

The pension burden is modest with the three year Moody's adjusted net pension liability (ANPL) equivalent to 0.8% of full value and 1.4x operating revenue. The county is a member of the Iowa Public Employees' Retirement System (IPERS) and contributions have exceeded our tread water indicator in five of the past six years. The county offers a single employer OPEB plan that allows eligible retirees to remain on the county's healthcare plan, creating an implicit rate subsidy. The county has a manageable OPEB liability at \$3.6 million and contributed \$307,000 in fiscal 2020, or less than 1% of revenue.

ESG considerations

Environmental

Environmental considerations are not material to the county's credit profile. According to data from Moody's affiliate Four Twenty Seven, Woodbury County's environmental hazard scores range from no risk to medium risk for four environmental factors including cyclone exposure, sea level rise, extreme rainfall and water stress. The county is at high risk for heat stress. In the long term, heat stress could have impacts for the agriculture component of the regional economy.

Social

The social considerations for Woodbury County include a moderately sized tax base with average resident income and poverty levels. Population in the county has remained stable at right over 100,000 residents since 2000.

Governance

The county has an informal policy of maintaining between 15% and 20% of general fund expenditures.

Iowa counties have an institutional framework score of "Aaa," which is very strong. Even with a property tax cap on the general levy, counties have high revenue-raising ability as they may increase supplemental levies, without limit, for purposes such as employee benefits. Unpredictable revenue fluctuations tend to be minor given the stability of the sector's primary revenue source, which are property taxes. Expenditures mostly consist of personnel costs, which are highly predictable. Iowa's public employee collective bargaining law limits the scope of bargaining to base wages for non-public safety employees. Across the sector, fixed costs are generally moderate and are driven mainly by debt service.

Rating methodology and scorecard factors

The US Local Government General Obligation Debt methodology includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching adjustments dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Scorecard Factors and Subfactors	Measure	Score
Economy/Tax Base (30%) ^[1]		
Tax Base Size: Full Value (in 000s)	\$8,104,052	Aa
Full Value Per Capita	\$78,998	Aa
Median Family Income (% of US Median)	91.2%	Aa
Finances (30%)		
Fund Balance as a % of Revenues	14.9%	A
5-Year Dollar Change in Fund Balance as % of Revenues	-4.1%	Baa
Cash Balance as a % of Revenues	15.6%	Aa
5-Year Dollar Change in Cash Balance as % of Revenues	-5.0%	Baa
Management (20%)		
Institutional Framework	Aaa	Aaa
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	1.0x	A
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	0.8%	Aa
Net Direct Debt / Operating Revenues (x)	1.6x	A
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	0.8%	Aaa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.4x	A
	Scorecard-Indicated Outcome	Aa3
	Assigned Rating	Aa3

[1] Economy measures are based on data from the most recent year available.

[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology.

[3] Standardized adjustments are outlined in the GO Methodology Scorecard Inputs publication.

Sources: Moody's Investors Service, county audited financials, U.S. Census Bureau

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