



Baker Group

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07/19/16

Date: July 13, 2016

Kenny Schmitz
Buildings Superintendent
Woodbury County
620 Douglas Street
Sioux City, IA 51101

**Subject: Woodbury County Court House, Second Floor South East Court Room
(#203) Window Rebuild Change Order #1**

Dear Mr. Schmitz:

For and in consideration of Thirty Two Thousand Nine Hundred Ninety Six Dollars (\$32,996.00) Baker Group agrees to be the County's General Contractor and to serve as the owner's representative and project manager for the above project and to provide the following changes to the original contract dated May 4, 2016:

Additional repair work required to repair the window frames of the lower windows by Rob Seiler = \$7,975.00

Replacing all the overhead marble along the window system with new marble. Removing, re-polishing and re-installing other existing vertical marble attached to the overhead system by Haberl Tile and Stone = \$16,740.00

Removal of miscellaneous metal window parts for cleaning and repair and additional Project Management time by Baker Group = \$8,281.00

All work is to be done in accordance with the owners design team, Cannon Moss Brygger Architects of Sioux City, Iowa. All work to be completed for this project will be coordinated, monitored, scheduled and managed by a Baker Group representative. All work will be verified by Baker Group in conjunction with the Design Team as being properly implemented. Any interruption to the Court Room functions, as well as any other County Departmental work in the Court House, will be conveyed to the Court Administrator and Department Heads prior to such events.

It is understood by all parties that this project has been designated by the Woodbury County Board of Supervisors to be an emergency situation and will not be bid out as typically required under Iowa Code Chapter 26 bid laws. Professional Design firms will be utilized by Woodbury County and will be contracted directly to the County. Baker Group will work in conjunction with those Design firms and will follow their design criteria. Any changes needed will done under consultation with the respective design team and any change order needed will be submitted to the Board of Supervisors for approval.

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WOODBURY COUNTY
ADDITIONAL PROJECT MGR &
CONTRACTOR ELECTIONS

GENERAL

1. Baker Group agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The parties agree that time is of the essence in performance of the work under this contract.
3. The customer will provide reasonable access to all areas and equipment, and will allow Baker Group to stop and start equipment as may be necessary to fulfill the terms of the project.
4. All work will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday.
5. The customer will promptly pay invoices upon approval by Board of Supervisors. Should a payment become thirty (30) days or more delinquent, Baker Group may stop all work under this project upon seven (7) days' notice and demand for payment.
6. As a governmental entity, Woodbury County is exempt from certain taxes. Woodbury County will provide an exemption certificate to Baker Group upon request.
7. Any legal action relating to this agreement, or the breach thereof, shall be commenced within the period specified by applicable law.
8. This Proposal valid for a period of 60 days after issuance.
9. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.
10. Contractor, with regard to work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations promulgated thereunder.
11. Baker Group shall maintain general liability insurance during the course of this contract in the amount of at least \$500,000 with Woodbury County as an additional named insured. Certificates of Insurance acceptable to the County shall be filed with the County.

LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Baker Group will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond Baker Group's reasonable control.
2. Baker Group shall furnish a bond covering faithful performance of the Contract and payment of obligations arising thereunder as required by Iowa Code Chapter 573.
3. Contractor warrants to the Owner that materials and equipment furnished under this contract will be of good quality and new unless the design documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of this contract and will be free from defects, except for those inherent in the quality of the Work the design documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
4. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract.

Baker Group:

Proposed By: *Shane Albrecht*
 Name: *Shane Albrecht*
 Print
 TITLE: *Project Manager*
 Date: *7/19/2016*

Customer:

APPROVED BY: *Jerry Taylor*
 Name: *Jerry Taylor*
 Print
 Title: *Chairperson*
 Date: *7/19/16*

Architect: Change Orger #1

Approved by: *Terry Glade*
 Name: *TERRY GLADE*
 Print
 Title: *PRINCIPAL, ARCHITECT CMBA*
 Date: *7/15/16*