



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(AUGUST 9, 2016) (WEEK 32 OF 2016)

Agenda and Minutes also available at
www.woodburycountyiowa.gov

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held August 9, 2016 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

- 4:30 p.m. 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
2. Citizen Concerns Information
3. Approval of the agenda August 9, 2016 Action
4. Approval of the minutes of the August 2, 2016 meeting Action
5. Discussion and approval of claims Action
6. Human Resources – Ed Gilliland
Approval of Memorandum of Personnel Transaction Action
7. Board Administration – Karen James
Approval of resolution naming depositories for the Conservation Department Action
8. Secondary Roads – Mark Nahra
a. Consideration of resolution to revise the Woodbury County FY 2017 Five Year Road Construction Program Action
b. Consideration of a permit for use of the county right of way for an underground utility Action
c. Consideration of a permit for a tile line crossing in the county right of way Action

- 4:40 p.m.**
(Set time)
- d. Receive and consider bids for FY 2017 Propane for heating county buildings Action
- 4:45 p.m.**
(Set time)
- e. Receive and consider bids for FY 2017 Calcium Chloride for snow removal Action
9. Building Services – Kenny Schmitz
- a. Woodbury County courthouse exterior window frames and sash painting Information
- b. Discussion and action on courthouse steam trap service and repair engineering – CIP Project
1. Approval of Resource Consulting Engineers Steam Trap Service Proposal dated July 27, 2016 Action
2. Approval of Baker Group Woodbury County courthouse steam trap replacement contract Action
- c. Woodbury County Building Services Department access – Tri-View Building Action
10. Chairman’s Report Information
- a. Response to Sioux Rivers Region E-mail
- b. Data Gathering on a Report for County Contributions to Sioux Rivers Region
- c. Iowa Public Information Board (IPIB) and Sioux Rivers Region
- d. Exploration of Network Reconfiguration at Emergency Services
- e. Committee Information for the Public to Know and Keeping the Board Informed
- f. Appreciation Luncheon Costs and Plans
11. Reports on Committee Meetings Information
12. Citizen Concern Information
13. Board Concerns and Comments Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WEDNESDAY, AUGUST 10	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, AUGUST 11	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
MONDAY, AUGUST 15	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech
WEDNESDAY, AUGUST 17	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street
THURSDAY, AUGUST 18	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, AUGUST 22	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	6:30 p.m.	Salix Town Hall Meeting, City Hall, 317 Tipton Street, Salix
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville
TUESDAY, AUGUST 23	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
THURSDAY, SEPTEMBER 1	5:00 p.m.	Conservation Board Meeting, Snyder Bend Park shelter.
TUESDAY, SEPTEMBER 6	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, SEPTEMBER 7	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
MONDAY, SEPTEMBER 12	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers

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

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

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

AUGUST 2, 2016 —TWENTYEIGHTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, August 2, 2016 at 4:30 p.m. Board members present were Monson, Ung, Clausen, Taylor, and Smith. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Executive Secretary/Public Bidder, Ed Gilliland, Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
2. There were no citizen concerns.
3. Motion by Taylor second by Clausen to approve the Agenda for August 2, 2016. Carried 5-0. Copy filed.
4. Motion by Clausen second by Ung to approve the minutes of the July 26, 2016 Board meeting. Carried 4-0; Smith abstained. Copy filed.

Motion by Monson second by Taylor to approve the minutes of the July 28, 2016 Special Board meeting in Pierson. Carried 3-0; Clausen and Smith abstained. Copy filed.

Motion by Monson second by Ung to approve the minutes of the August 1, 2016 Board meeting in Smithland. Carried 4-0; Clausen abstained. Copy filed.

5. Motion by Ung second by Clausen to approve the claims totaling \$1,055,654.13. Carried 5-0. Copy filed.
- 6a. Motion by Monson second by Smith to receive for signatures a Resolution thanking and commending Rosemary Journey for her service to Woodbury County. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,407
A RESOLUTION THANKING AND COMMENDING
ROSEMARY JURNEY
FOR YOUR SERVICE TO WOODBURY COUNTY**

WHEREAS, Rosemary Journey has demonstrated herself to be an outstanding citizen of Woodbury County by volunteering with the Siouxland Area Chapter of the American Red Cross serving 13 counties in Northwest Iowa, Nebraska, and South Dakota; and

WHEREAS, Rosemary has served as a volunteer for the American Red Cross in Military Support for 40 years dedicating her time, day or night, as the critical link between U.S. military families and their deployed loved ones by making informed decisions in a timely and verifiable manner with approximately 300 messages being communicated on a yearly basis; and

Whereas, she also goes above and beyond her duties visiting returning veterans that are hospitalized, attending military funerals, welcoming them home after their tour of duty, offering hours of support and resources to military families, or simply holding a hand of someone in their time of need; and

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

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

BE IT SO RESOLVED this 2nd day of August, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6b. Motion by Taylor second by Ung to receive for signatures a Resolution commemorating the 50th anniversary of Western Iowa Tech Community College. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,408**

WHEREAS, the 61st General Assembly passed legislation in a broad bi-partisan basis in 1965 to establish and operate area community colleges and vocational schools, with Governor Harold Hughes signing the legislation into law on June 7, 1965; and

WHEREAS, the Iowa Board of Education officially designated Western Iowa Tech Community College on August 19, 1965; and

WHEREAS, the first board of directors was elected on November 2, 1966, with the first classes in three program areas started on January 27, 1967; and

WHEREAS, over the past 50 years, Western Iowa Tech Community College has become the largest provider of postsecondary education in northwest Iowa, with over 26,000 graduates; and

WHEREAS, Western Iowa Tech Community College delivers college parallel courses and career technical education to high school students, literacy and basic education to adults, along with technical and transfer opportunities for area residents; and

WHEREAS, Western Iowa Tech Community College has been instrumental to economic growth and individual opportunity across its six county area; and

WHEREAS, Western Iowa Tech Community College has established a collaborative relationship with Woodbury County and the City of Sioux City by building and establishing The Security Institute which houses the Woodbury County Joint Emergency Operations Center and the 911 Communications Center and also provides and supports public safety training that is current and relevant to the needs of today's public safety providers which include Fire, EMS, Law Enforcement, Communications, and EMA; and

WHEREAS, Western Iowa Tech Community College consistently pursues its mission to provide quality education and to economically enhance the communities it serves;

Now be it resolved that the Woodbury County Board of Supervisors congratulates and commends Western Iowa Tech Community College for its 50 years of developing and sustaining accessible and quality higher education opportunities for all area residents and for its 50 years of service to businesses, communities, and residents.

BE IT SO RESOLVED this 2nd day of August, 2016.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7a. A public hearing was held at 4:35 p.m. for sale of parcel #617250, 24 2nd St. South. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Monson to close the public hearing. Carried 5-0.

Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to City of Merville, Merville, IA, for real estate parcel #617250, 24 2nd St. South for \$114.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,409**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By City of Merville in the sum of One Hundred Fourteen Dollars & 00/100 (\$114.00)-----
-----dollars.

For the following described real estate, To Wit:

Parcel #617250

S ½ of Lot 1 and the South ½ of Lot 2, except the East 4 feet thereof, in Block 1, of Jones' First Addition to Merville in the County of Woodbury and State of Iowa (24 2nd Street South)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 2nd Day of August, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7b. A public hearing was held at 4:37 p.m. for sale of parcel #132525, 113 George St. The Chairperson called on anyone wishing to be heard.

Motion by Clausen second by Ung to close the public hearing. Carried 5-0.

Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Maria and Trinidad Orozco, 121 Rebecca St, Sioux City, IA, for real estate parcel #132525, 113 George St. for \$108.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,410**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Maria & Trinidad Orozco in the sum of One Hundred Eight Dollars & 00/100 (\$108.00)-----
-----dollars.

For the following described real estate, To Wit:

Parcel #132525

The South 50 feet of Lots 1 and 2 in Block 22, Sioux City Davis Addition, Sioux City, Woodbury County, Iowa (113 George Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said

Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 2nd Day of August, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7c. A public hearing was held at 4:39 p.m. for sale of parcel #062715, 1219 21st St. The Chairperson called on anyone wishing to be heard.

Motion by Monson second by Ung to close the public hearing. Carried 5-0.

Motion by Taylor second by Monson to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Hidania Gonzalez and/or Guillermaina Martinez, 1215 21st St., Sioux City, IA, for real estate parcel #062715, 1219 21st St. for \$227.00 plus recording fees. Carried 5-0

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,411**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Hidania Gonzalez and/or Guillermina Martinez in the sum of Two Hundred Twenty-Seven Dollars & 00/100 (\$227.00)-----dollars.

For the following described real estate, To Wit:

Parcel #062715

**Lot 5 Beatties Addition to Sioux City, in the County of Woodbury and State of Iowa
(1219 21st Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 2nd Day of August, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7d. A public hearing was held at 4:41 p.m. for sale of parcel #062700, 1223 21st St. The Chairperson called on anyone wishing to be heard.

Motion by Clausen second by Monson to close the public hearing. Carried 5-0.

Motion by Taylor second by Monson to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Miguel Parra, 1225 21st St., Sioux City, IA, for real estate parcel #062700, 1223 21st St. for \$800.00 plus recording fees. Carried 5-0

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,412**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Miguel Parra in the sum of Eight Hundred Dollars & 00/100 (\$800.00)-----
-----dollars.

For the following described real estate, To Wit:

Parcel #062700

**Lot 4 Beatties Addition to Sioux City, in the County of Woodbury and State of Iowa
(1223 21st Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 2nd Day of August, 2016.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8a. Motion by Clausen second by Taylor to approve the separation of Austin Walker, Temporary Summer Laborer, Secondary Roads Dept., effective 7-22-16. End of Temporary Work.; the transfer of Michelle Skaff, Percentage Deputy, County Auditor Dept., effective 8-03-16, \$67,699/year, 23%=\$12,699/year. Transfer to 80% Percentage Deputy.; the appointment of Aaron Tyler, Youth Worker, Juvenile Detention Dept., effective 8-05-16, \$23.87/hour, 0%. From Part-time to Full-time Youth Worker.; the transfer of Christina Washington, Senior Clerk, County Sheriff Dept., effective 8-08-16, \$17.19/hour, -4%=-\$.81/hour. Transfer from Civilian Jailer to Senior Clerk.; the reclassification of Lisa Robinson, Clerk II, Veteran Affairs Dept., effective 8-15-16, \$20.06/hour, 10%=\$1.94/hr. Per Wage Plan Comparability with AFSCME Courthouse Contract, from Grade 3/Step 4 to Grade 3/Step 5.; and the

- separation of Jean Jessen, Percentage Deputy, County Auditor Dept., effective 9-30-16. Separation. Carried 5-0. Copy filed.
- 8b. Motion by Monson second by Clausen to authorize the Chairperson to sign the Authorization to initiate the hiring process for Percentage Deputy (80%), County Auditor Dept., \$67,999/year and Civilian Jailer, County Sheriff Dept., CWA: \$18.00/hour. Carried 5-0. Copy filed.
- 8c. Motion by Taylor second by Ung to approve the Nationwide Deferred Compensation contract. Carried 5-0. Copy filed.
- 8d. Motion by Taylor second by Monson to approve a Letter of Engagement to allow a Forensic Investigation of the Cyber Attack on July 20, 2016. Carried 5-0. Copy filed.
9. Motion by Monson second by Taylor to approve the appointment of John Mansfield to Commission of Veteran Affairs. Carried 5-0. Copy filed.
10. Motion by Smith second by Monson to approve the Tower Site Lease Agreement between Woodbury County, Iowa and King Street Wireless, LP, at 2267 O'Brien Ave., Anthon, IA. Carried 5-0. Copy filed.
11. Motion by Taylor second by to Clausen approve the application and administration of the 2016 Missouri River Historical Development Grant on behalf of the Woodbury County EMS Association for the amount of \$183,000.00 to purchase 14 Lucas 2.2 Chest Compression Systems, ESO Software and 16 Hewlett-Packard tablets. Carried 5-0. Copy filed.
12. Motion by Monson second by Ung to award the contract for project #L-B(L212)—73-97 to Dixon Construction for \$238,096.50. Carried 5-0. Copy filed.
- 13a. Motion by Monson second by Taylor to expend up to \$1.199 million in an effort to expand capacity at the Law Enforcement Center. Carried 5-0. Copy filed.
- 13b. Motion by Monson second by Clausen to approve the closure of Prairie Hills by July 1st, 2017 taking into consideration several contingencies and to move the kitchen currently housed there to the Law Enforcement Center. Carried 5-0. Copy filed.
14. There was no action taken to direct the Assistant County Attorney to develop a rental agreement for a large classroom on 4th floor of Trosper-Hoyt to DHS (Des Moines) for Targeted Case Management.
- 15a. Motion by Taylor second by Clausen to approve the live streaming equipment, including fees for labor, from KES for \$1,315.99 and equipment for \$999.99, plus labor at \$79/hr. Carried 5-0. Copy filed.
- 15b. Motion by Taylor second by Monson to approve Tuesday, August 23rd, 2016 for the Employee Appreciation Luncheon. Carried 5-0. Copy filed.
16. Motion by Taylor second by Ung to approve amendment to the Board of supervisors Bylaws. Carried 4-1; Clausen opposed. Copy filed.
- 17a. Motion by Taylor second by Monson to communicate to the Sioux Rivers Region that the request for informal mediation is rejected and the option for formal mediation per the 28E Agreement is available. Carried 3-2; Smith and Clausen opposed. Copy filed.
- 17b. Information was presented on improper public posting of Sioux Rivers' "mediation committee" for August 1, 2016. Copy filed.
18. The Chairperson reported on day to day activities.
19. The Board members reported on their committee meetings.

20. Citizen concerns.

21. Board members offered concerns and comments.

The Board adjourned the regular meeting until August 9, 2016.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: August 9, 2016

* PERSONNEL ACTION CODE:

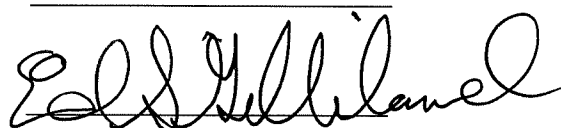
- A- Appointment
- T - Transfer
- P - Promotion
- D - Demotion
- R-Reclassification
- E- End of Probation
- S - Separation
- O - Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Corbin, Caleb	Secondary Roads	8-05-16	Temporary Engineering Aide			S	End of Temporary Work.
Fitch, Wyatt	Secondary Roads	8-12-16	Temporary Engineering Aide			S	End of Temporary Work.
Venable-Ridley, Cornelia	County Attorney	8-26-16	Asst. County Attorney	\$64,440/year	4.8%=\$2,956/year	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 3 to Step 4.
Dawson, David	County Attorney	8-31-16	Asst. County Attorney	\$67,391/year	4.5%=\$2,951/year	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 4 to Step 5.

APPROVED BY BOARD DATE:

ED GILLILAND, HR DIRECTOR:



WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Ed Gilliland, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: August 9, 2016



For the August 9, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Secondary Roads (2) Temporary Engineering Aides, End of Temporary Work.
- 2) Asst. County Attorney, from Step 3 to Step 4.
- 3) Asst. County Attorney, from Step 4 to Step 5.

Thank you

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

#7

Date: August 4, 2016 Weekly Agenda Date: August 9, 2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Administrative Coordinator

WORDING FOR AGENDA ITEM:

Approval of resolution naming depositories for the Conservation Department

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

BACKGROUND:

Routinely every July a memo is sent to the County Auditor, County Treasurer, County Sheriff and the Director of the Conservation Department asking them if there are any changes on their resolutions for depositories. The Conservation Department is requesting changes this fiscal year

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve resolution naming depositories for the Conservation Department.

RESOLUTION NAMING DEPOSITORIES # _____

BE IT RESOLVED by the Woodbury County Board of Supervisors in Woodbury County, Iowa: That we do hereby designate the following named banks to be depositories of the Woodbury County funds in amounts not to exceed the amount named opposite each of said designated depositories and Rick Schneider, Woodbury County Conservation is hereby authorized to deposit the Woodbury County funds in amounts not to exceed in the aggregate the amounts named for said banks as follows, to wit:

DEPOSIT		MAXIMUM DEPOSIT	MAXIMUM
NAME OF DEPOSITORY	LOCATION	In the effect Prior resolution	under the resolution
First National Bank	Correctionville, Iowa	\$15,000	\$40,000
Kingsley State Bank	Sergeant Bluff, Iowa	\$ -----	\$60,000

SO RESOLVED this 9th day of August, 2016

WOODBURY COUNTY BOARD OF SUPERVISORS

Jeremy J. Taylor, Chairman

Larry D. Clausen, Member

Patrick F. Gill
County Auditor/Recorder

Jaclyn D. Smith, Member

Mark A. Monson , Member

Matthew A. Ung, Member

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

#8a

Date: 8/4/2016 Weekly Agenda Date: 8/9/2016

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

WORDING FOR AGENDA ITEM:

Consider resolution to revise the Woodbury County FY 2017 Five Year Road Construction Program.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Projects L-B(L212) and L-B(D38) were anticipated to be let to bid during FY 2016. The lettings were delayed and need to be added to the FY 2017 Construction Program.

BACKGROUND:

Projects for construction need to be included in the accomplishment year of the current Construction Program. The two projects on this resolution had their letting pushed back from FY 2016 to FY 2017 and are not listed in the current construction program.

FINANCIAL IMPACT:

The funding for these two projects carried over from FY 2016 to FY 2017 in the secondary road fund ending fund balance. The projects are locally funded from the secondary road fund.

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

Yes No

RECOMMENDATION:

Approve the motion to add two projects to the FY 2017 Five Year Construction Program.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution to add two bridge projects to the FY 2017 Five Year Construction Program.

Resolution to Revise Woodbury County 2017 Five Year Road Program

Resolution No. _____

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Construction Program, and previous revisions, requiring changes to the sequence, funding and timing of the proposed work plan,

The Board of Supervisors of Woodbury County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2017), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following approved Priority Year projects shall be ADDED to the Program's Accomplishment year:

Project Number Local ID TPMS #	Project Location Description of work	AADT Length NBIS #	Type Work Fund basis	Accomplishment Year (\$1000's of dollars)		
					New amount	
L-B(L212)--73-97 Bridge L212 Replacement TPMS ID: 5771	Story Ave.: From 190th Street to 200th Street Construct RCB Culvert	5 0 MI 352930	Box Culverts LOCAL		\$300	
L-B(D38)--73-97 Bridge D38 Replacement TPMS ID: 10229	120th: From Emmet to Fayette Bridge Replacement	50 0.1 MI 355132	Bridges LOCAL		\$250	
Totals					\$550	

Fund ID	Accomplishment year (\$1000's of dollars)		
	Previous Amount	New Amount	Net Change
Local Funds	\$1,765	\$2,315	\$550
Farm to Market Funds	\$3,370	\$3,370	\$0
Special Funds	\$2,330	\$2,330	\$0
Federal Aid Funds	\$1,080	\$1,080	\$0
Total construction cost (All funds)	\$8,545	\$9,095	\$550
Local 020 Construction cost totals (Local Funds + BROS-8J FA funds)	\$1,765	\$2,315	\$550

Recommended:

Date

County Engineer

Approved:

Date

Chair Board of Supervisors

Attested:

I, _____, Auditor in and for Woodbury County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Woodbury County, Iowa, at its meeting held on the _____ day of _____, _____

County Auditor

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

#8b

Date: 8/4/2016 Weekly Agenda Date: 8/9/2016

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

WORDING FOR AGENDA ITEM:

Consideration of a permit for use of the county right of way for an underground utility

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

DGR Engineering has requested a permit to install buried electric line in the right of way along and across CF Industries Drive to power a rail car reader.

BACKGROUND:

Work in ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT:

None.

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

Yes No

RECOMMENDATION:

Recommend approval of the underground utility permit.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the underground utility permit for DGR Engineering for installation of an electric line under CF Industries Drive.

Woodbury County Permit No. _____

PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY
FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION

REQUEST BY APPLICANT:

Name CF Nitrogen LLC Highway CF Drive
 Address P.O. Box 100, Sergeant Bluff, IA 51054 Township Liberty
 City of Sergeant Bluff
 Office Phone 712-233-6222 Local Phone 712-233-6222 Section: NW¼ of NW¼ Sec 20
 Type of Utility Installation Electric Line T 87 N, R 47 W
 Plans Prepared By DGR Engineering Copy Enclosed Yes No
 Map Showing Location Enclosed Yes No
 Utility Location is cross right-of-way parallel to right-of-way
 overhead underground
 Proposed Method of Installation
 tunnel suspend on poles cased
 jack & bore suspend on towers trench
 open cut plow Directional Drill

Estimated Starting Date 8/15/16 Estimated Restoration Date 9/2/16

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Moline, IA 51039. One executed copy will be returned to the Applicant.

By [Signature] Title General Manager
 (Signature of Authorized Utility Representative)
 Date 08/02/16

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____ Title _____
 (Signature of Woodbury County Board Chairman)
 Date _____
 By _____ Title _____
 (Signature of Woodbury County Engineer)
 Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

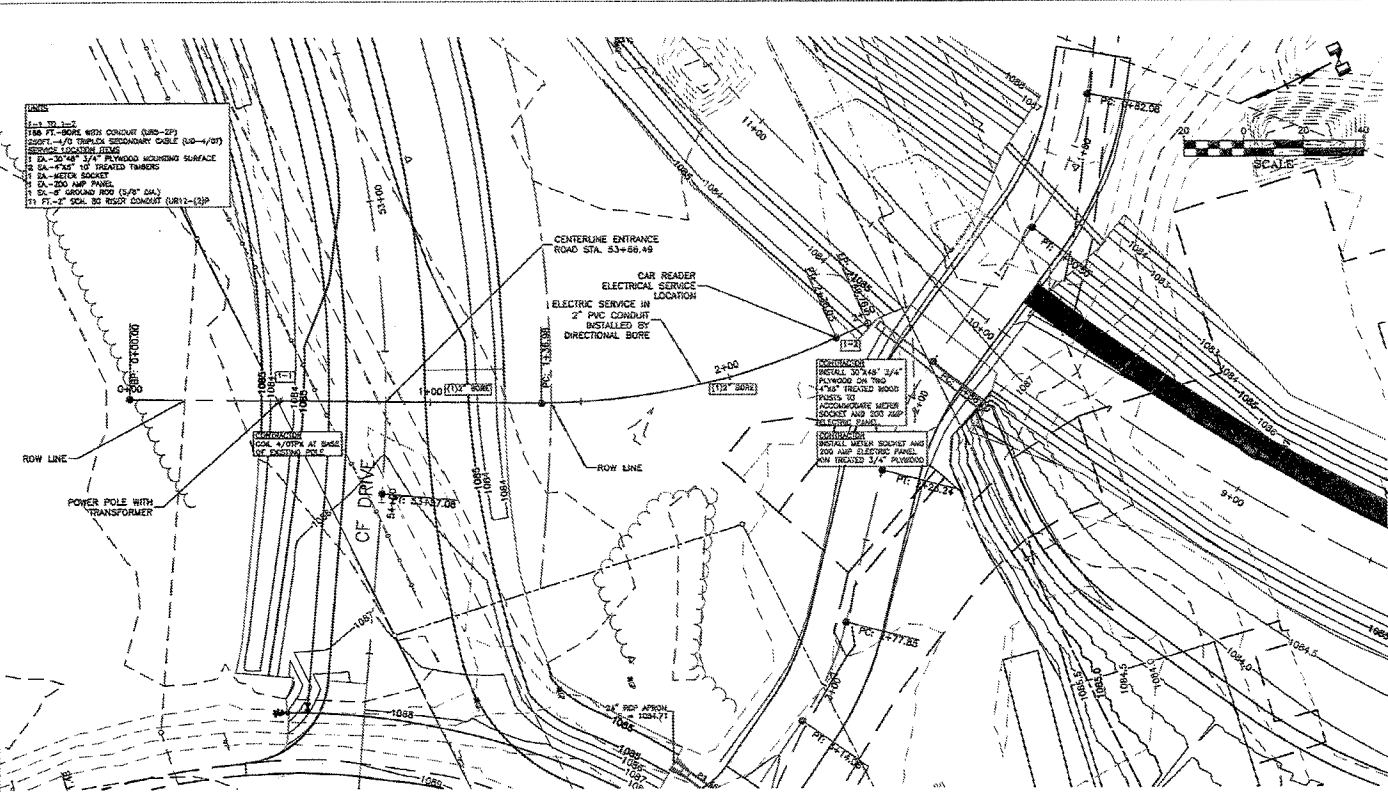
- The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

Approved 1/19/99

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

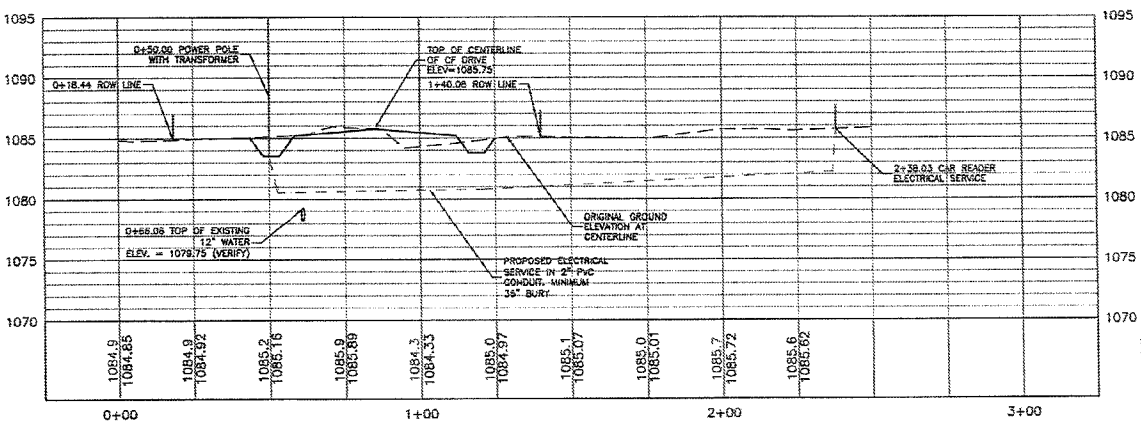
Plot Date: 8/20/16 10:41:15 AM

I:\PROJECTS\16040000\DWG\DESIGN\DWG



Notes

- 1. 180 FT. HOLES WITH CONDUIT (180-22)
- 2. 250 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 3. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 4. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 5. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 6. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 7. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 8. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 9. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 10. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)
- 11. 200 FT. 1/2" TRIPLE SECONDARY CABLE (180-4/DT)



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.

Brian K. Mastbergen
 BRIAN K. MASTBERGEN, P.E.
 License No. 12102
 My license renewal date is December 31, 2016
 Pages or sheets covered by this seal: EC.01

Date: 08/02/2016 (date)

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

Date: 8/4/2016

Weekly Agenda Date: 8/9/2016

#8c

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

WORDING FOR AGENDA ITEM:

Consideration of a permit for a tile line crossing in the county right of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Calvan Tyer requested a permit to install a 6" tile line in the right of way across 140th Street between Jewell and Knox Avenue.

BACKGROUND:

Work in ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. The code also states in Chapter 468.622 Drainage connection with highway. - When the course of natural drainage of any land runs to a public highway, the owner of such land shall have the right to enter upon such highway for the purpose of connecting the owner's drain or ditch with any drain or ditch constructed along or across the said highway, but in making such connections, the owner shall do so in accordance with specifications furnished by the highway authorities having jurisdiction thereof, which specifications shall be furnished to the owner on application. The owner shall leave the highway in as good condition in every way as it was before the said work was done.

If a tile line or drainage ditch must be projected across the right-of-way to a suitable outlet, the expense of both material and labor used in installing the tile line or drainage ditch across the highway and any subsequent repair thereof shall be paid from funds available for the highways affected.

FINANCIAL IMPACT:

Tile line repair and crossings is a budgeted item within the secondary road fund..

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

Yes No

RECOMMENDATION:

Recommend approval of the tile crossing permit.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the tile crossing permit for Calvin Tyer for installation of a tile line on 140th Street.

WOODBURY COUNTY IOWA

Application for use of Highway Right-of-Way for Underground Tile Line Facility

Permit No. _____

Woodbury County Board of Supervisors

Court House

Sioux City, Iowa

Re: Permit request for use of County Highway right-of-way for underground tile line facility

Applicant: Calvin Tyer
(Name of Individual or Company)

Address: 3287 150th St. Kingsley Iowa

Applicant hereby requests use of county highway right-of-way to install, operate, and maintain a buried tile line facility. The facility consists of an open cut road crossing across 140th St., between SE 19 Rutland Twp & NE 30 Rutland
6"

The above named applicant is hereby granted permission and authority to lay, construct, operate, and maintain the above described facility in County road right-of-way at said location and as set forth in Exhibit "A" attached hereto and made a part of this permit as fully as if set out in length herein.

AGREEMENT: The applicant agrees that the following stipulations shall govern under this permit.

1. The applicant will at any time subsequent to placing said facility agree to relay, replace, reconstruct, or relocate said facility and appurtenances thereto as may become necessary to conform to new grades, alignment or widening of right-of-way resulting from maintenance or construction operations by the Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order by the Board of Supervisors. If the applicant is unable to comply promptly, the Board of Supervisors may cause the work to be done.
2. The Board of Supervisors will endeavor to give the applicant sufficient notice of any proposed construction or maintenance work on either existing or newly acquired right-of-way that is likely to expose, cover-up, or disturb any part of the facility belonging to the applicant in order that the applicant may arrange to protect the facility. The Board of Supervisors will inform contractors and others working on the right-of-way of the location of the facility so that reasonable care may be taken to avoid damaging the facility. The County and the Board of Supervisors assume no responsibility, however, for failure to give such notice.
3. The County and the Board of Supervisors assume no responsibility for damages to the applicant's property occasioned by any construction or maintenance operations on said highways, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the applicant's facility.
4. The applicant shall take all reasonable precaution during the construction of said facility to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall indemnify and hold the County and the Board of Supervisors harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.

Application for use of highway right-of-way for underground tile line facility continued

5. Operations in the construction and maintenance of said facility shall be carried on in such a way as not to interfere with, or interrupt traffic on said highway.

6. The applicant shall hold the County and the Board of Supervisors harmless from any damage that may result to said highway because of the construction, maintenance, or operation of said facility and shall reimburse the County of the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said highway on account of the applicant's facility having been constructed thereon, including bridge and culvert repairs.

7. If approved by the County Engineer, an open trench may be dug and the facility placed therein, and the trench backfilled over the facility. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Backfilling of trenches within the right-of-way but not under the traveled roadway shall be tamped sufficiently to avoid settlement. The Applicant agrees to give the County forty-eight hours notice of its intention to start work on the highway right-of-way. Said notice shall be made in writing to the County Engineer.

All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer and all areas where sod has been destroyed or damaged shall be reseeded.

Applicant agrees to assume responsibility for all damages that may arise, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, loss and expense including judgments, costs and including attorneys' fees for personal injuries (including death) or property damages arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.

Engagement in the operations as herein applied for by the applicant shall be considered and constituted an acceptance of all the terms and conditions herein set forth.

APPROVAL OF
WOODBURY COUNTY BOARD OF SUPERVISORS

APPLICANT

BY: _____
(Chairman)

Schm. Hen Const. Inc.
(Name of Individual or Company)

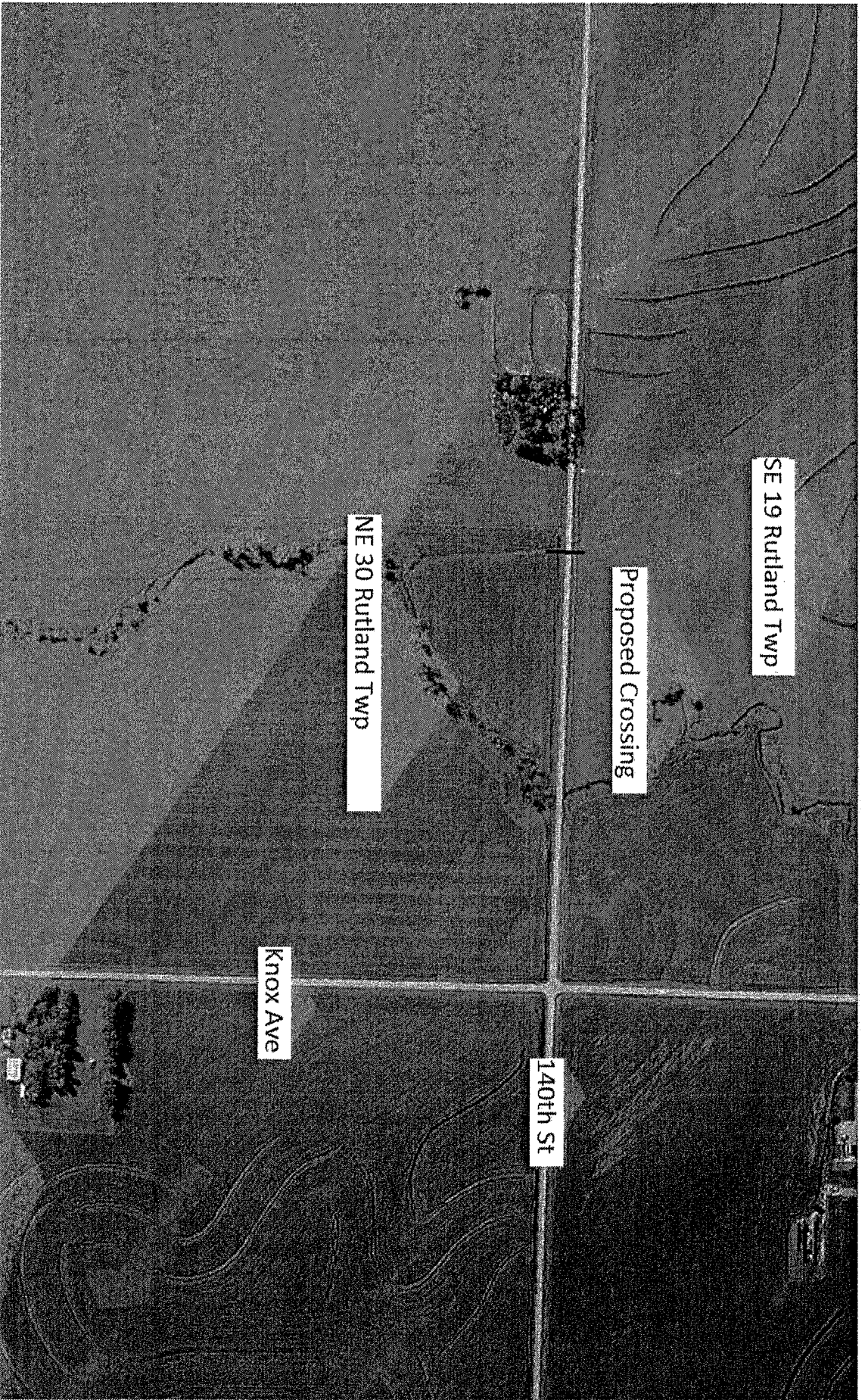
DATE: _____

BY: Antone Ruyter
(Signature) (Title)
P.O. Box 488 Marcus IA
(Address) 51030

DATE: August 2-16

Note: Applicant is to complete the original and two copies and mail to the County Engineer for his distribution as follows:

- 1 - Applicant
- 1 - County Engineer
- 1 - County Auditor



SE 19 Rutland Twp

Proposed Crossing

NE 30 Rutland Twp

Knox Ave

140th St

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

#8d

Date: 8/4/2016 Weekly Agenda Date: 8/9/2016

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

WORDING FOR AGENDA ITEM:

Receive and consider bids for FY 2017 Propane for heating county buildings

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county annually receives bids for propane supplied for heating for the Secondary Road Department, Emergency Services, Conservation and the Little Courthouse at Anthon.

BACKGROUND:

The county takes bids for approximately 48,200 gallons of propane each year.

FINANCIAL IMPACT:

Propane is an annual budget item for the county departments.

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

Yes No

RECOMMENDATION:

Recommend that the board receive the bids and consider award.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board receive the bids and consider award to the low bidder.

TABULATION OF BIDS

LETTING: TUESDAY, AUGUST 9, 2016
4:40 P.M. CDST

PROPANE LETTING
2016-17 SEASON
WOODBURY COUNTY, IOWA

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

PROPOSAL GUARANTY		QUANTIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1. PROPANE FUEL FOR PERIOD FROM SEPTEMBER 1, 2016 THROUGH AND INCLUDING AUGUST 31, 2017										
APPROXIMATELY 48,200 GALLONS FURNISH AND DELIVER @ \$/GAL.		48,200	\$/GAL.		\$/GAL.		\$/GAL.		\$/GAL.	

PROPOSAL GUARANTY		QUANTIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1. PROPANE FUEL FOR PERIOD FROM SEPTEMBER 1, 2016 THROUGH AND INCLUDING AUGUST 31, 2017										
APPROXIMATELY 48,200 GALLONS FURNISH AND DELIVER @ \$/GAL.		48,200	\$/GAL.		\$/GAL.		\$/GAL.		\$/GAL.	

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

#8e

Date: 8/4/2016 Weekly Agenda Date: 8/9/2016

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

WORDING FOR AGENDA ITEM:

Receive and consider bids for FY 2017 Calcium Chloride for snow removal

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county annually receives bids for calcium chloride for snow removal.

BACKGROUND:

The county takes bids for approximately 176 tons of calcium chloride each year.

FINANCIAL IMPACT:

Calcium chloride is an annual budget item for the county road department.

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

Yes No

RECOMMENDATION:

Recommend that the board receive the bids and consider award.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board receive the bids and consider award to the low bidder.

TABULATION OF BIDS

LETTING: TUES. 8/9/16 CALCIUM CHLORIDE LETTING
 4:45PM CDST 2016-2017 SEASON
 WOODBURY COUNTY, IOWA

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

PROPOSAL GUARANTY											
** TONS	**	* UNIT PRICE	: AMOUNT	* UNIT PRICE	: AMOUNT	* UNIT PRICE	: AMOUNT	* UNIT PRICE	: AMOUNT		
** ** * Egan Supply * Univar USA, Inc. * Scotwood Industries, Inc. * Harcos Chemical, Inc. ** ** * 13838 Industrial * 7050 W. 72st. St. * 12980 Metcalf Ave. * 9000 F. Street ** ** * Omaha, NE 68127 * Bedford Park, IL 60638 * Overland Park, KS 66213 * Omaha, NE 68127 ** ** *											
CALCIUM CHLORIDE	**	** *	:	*	:	*	:	*	:	*	
44 TONS AT MOVILLE	**	44 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$		
44 TONS AT OTO	**	44 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$		
44 TONS AT CORRECTIONVILLE	**	44 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$		
44 TONS AT HORNICK	**	44 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$		
TOTAL WOODBURY COUNTY 176 TON	**	176 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$		
** ** * Farmers Feed & Supply * Jerco Service Inc. * Bomgaars * White Front Sales * Marx Distribution ** ** * 602 Main St * 1506 N. 14th St * 1805 Zenith Drive * 4290 Dodge St. * 2400 3rd St. ** ** * Boyden, IA 51234 * Indianola, IA 50125 * Sioux City, IA 51103 * Dubuque, IA 52003 * Sioux City, IA 51101 ** ** *											
** TONS	**	* UNIT PRICE	: AMOUNT	* UNIT PRICE	: AMOUNT	* UNIT PRICE	: AMOUNT	* UNIT PRICE	: AMOUNT	UNIT PRIC:	AMOUNT
CALCIUM CHLORIDE	**	** *	:	*	:	*	:	*	:	*	:
44 TONS AT MOVILLE	**	44 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	\$	\$
44 TONS AT OTO	**	44 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	\$	\$
44 TONS AT CORRECTIONVILLE	**	44 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	\$	\$
44 TONS AT HORNICK	**	44 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	\$	\$
TOTAL WOODBURY COUNTY 176 TON	**	176 ** *	\$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	* \$: \$	\$	\$

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

#9a

Date: 8/03/2016 Weekly Agenda Date: 8/09/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Woodbury County Courthouse Exterior Window Frames & Sash Painting

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Direction is necessary to proceed with project painting of Courtroom #203 exterior windows

BACKGROUND:

Exterior window frames & sash must be repainted as part of the Courtroom #203 Project. All current exterior window frames and sash paint are architectural bronze (brown). 1921 reference indicates historically color of window frames were "vivid blue" and sash were "delicate grey".

FINANCIAL IMPACT:

N/A

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

Yes No

RECOMMENDATION:

The Courthouse Historical Committee recommendation is to restore to the original colors.

ACTION REQUIRED / PROPOSED MOTION:

Give Direction

Library

THE WESTERN ARCHITECT



VOLUME XXX NO. 2

FEBRUARY 1921

THE WESTERN ARCHITECT

A NATIONAL JOURNAL OF ARCHITECTURE AND
ALLIED ARTS, PUBLISHED MONTHLY

VOLUME 30

FEBRUARY, 1921

NUMBER 2

The Fifty-fourth
Annual
Convention
A. I. A.

The directors of the American Institute of Architects have announced the fifty-fourth convention to be held at Washington, May 11, 12 and 13 1921.

While the wise decision has been made to devote more of the convention time to discussions relative to architecture as an art than has been the practice for some time, there are several administrative and regulatory subjects which will be reported upon by committees and require careful consideration in advance by Chapters and their delegates. The most important of these, as it goes into the future and affects not only present practice but the professionalism of architects, yes, even the position architecture will hold before the public, is that relating to state registration. The legalizing of the profession, though following a sequence through the growing recognition of its importance in social economy, did not come through the Institute, or even, as was proper, through public demand. It was taken up and literally forced into expression in legislatures by architects of local societies. Illinois through the activities of its architects, first pressed the issue with the state legislature and after repeated failures secured the basis of the satisfactory regulation law now in force. Other states have followed until, at present, twenty are practicing architecture under state registration laws. Each of these has had its struggle to accomplish the object, and public opposition as well as some professional on one hand, and the determined action and time sacrifice of individual architects on the other have been the distinguishing features. The personal work, now forgotten, of W. W. Carlin, of Buffalo, in securing the passage through the legislature of a law for New York state and its final failure through Governor Flower's refusal to sign before his term expired, almost thirty years ago, is only a sample of the devoted work expended by architects in every state where registration now obtains. For three years the Institute, by action of its conventions has approved the principle of registration. The problem of the coming conclave will be a decision whether to agree with the engineers upon a

joint registration law or a policy of independence and a continuance of the form now in force in over twenty states. To The WESTERN ARCHITECT the "problem" does not exist to any greater extent than that which might propose a similar joining with the medical profession. Both professions are connected with but subsidiary to architectural practice, yet each in its own relation to structure, and not at all in design. It is the political activity of the engineers and the laxity of architects which make the danger of a joint law even possible. The arguments set forth in a local controversy at Seattle by Charles H. Bebb, a Fellow of the Institute, and which we have before referred to as a clear and impressive pronouncement, covers the subject and should guide the Institute deliberations on this most important phase of registration legislation.

The Architectural
School an
Independent
Institution

In no department of higher education has the struggle been so prolonged for its independent environment than in the effort to establish that of architecture. Departments of engineering were formed with an architectural attachment, often a very small and practically useless addition, furnishing to the student little more than a line in the college prospectus. Columbia had its School of Mines, an engineering head to an architectural tail, till the force, genius and persistence of Ware made architecture there what it is today, a dominating feature in the college program. This reluctance of most universities to separate the science of engineering from the art of architecture is general, and even Michigan, which has just made such a separation, hesitates to go further and make its architectural school autonomous. Its head, Professor Emil Lorch, warns the profession that, "the status of the architectural profession itself must suffer in the eyes of the public as long as its professional schools do not receive full recognition." In Illinois a similar effort, backed by the Illinois Chapter of the Institute and the Illinois Society of Architects is being made to divorce the



WOODBURY COUNTY COURT HOUSE

SIoux CITY, IOWA

WILLIAM L. STEELE, ARCHITECT

PURCELL & ELMSLIE, ASSOC. ARCHITECTS

A public building—
Built without graft—
Built at the sacrifice of legitimate profit on the part of everybody concerned from the architect to the wielder of the final brush applied to the mural paintings!

Built in the face of a rising market by enthusiastic folks who were willing to lose money rather than spoil the job—

And some of them did lose money.

But Woodbury County, Iowa, was the gainer, and stranger still, they have a court house, as the result of the foregoing program, which is a splendid demonstration of modern common sense and architectural achievement.

February 24th, 1914, the Board of Supervisors passed a resolution to submit the question of erecting a new court house to the voters. In June of that year the vote was taken and was favorable. The next question to be settled was the site, and in September the Board of Supervisors resolved to submit that question to a vote at the general election in November. The proposition for a new site carried, but, unfortunately, only a quarter of a block was purchased. January 5th, 1915, William L. Steele, of Sioux City, a member of the American Institute of Architects, a graduate of the Architectural Department of the University of Illinois, and formerly a draftsman in the office of Louis H. Sullivan, was chosen architect. Mr. Steele immediately made arrangements with his friend, Mr. George Grant Elmslie of the firm of Purcell & Elmslie, of Chicago, for collaboration in this work. An organization was effected whereby Mr. Steele was to be executive head, Mr. Elmslie was to have charge of the planning and designing, Mr. Paul D. Cook, the structural engineering, and Mr. B. A. Broom, the mechanical engineering.

The work was soon under way and acceptance by the Board of Supervisors of preliminary sketches was secured on March 23rd, 1915. The work was carried on in the Sioux City office during the spring, summer and fall, with a large force of draftsmen. Numerous conferences were held with the supervisors and explanations of the design were made to various civic bodies. Opposition to what were felt to be radical innovations finally burst in the fall of that year, taking the shape of

heated attacks upon the Court House design in the local press and at public meetings. A thorough lack of understanding of what the Board of Supervisors and the architects were trying to do was manifest. The lack of sound and convincing argument on the part of the opposition merely had the effect of confirming the supervisors in their conviction that they were in the right, and on December 7th, 1915, the drawings and specifications were officially accepted.

Bids on the general construction were received on February 7th, 1916 and on February 15th the contract was awarded to Splady, Albee and Smith of Minneapolis, who carried out the work in the face of difficult conditions with the utmost fidelity and in a splendid spirit of co-operation.

On July 10th, 1916, the corner stone was laid. The ceremony was presided over by the Chairman of the Board of Supervisors, Mr. E. C. Copeland. The principal address was given by Secretary of Labor W. B. Wilson. The building was finished and occupied by the County, March 1st, 1918.

Sioux City is a thriving little city of some seventy thousand inhabitants situated on the Missouri river in the northwest corner of Iowa, where the plains of South Dakota and Nebraska roll to meet the Iowa hills. It is in the center of perhaps the richest agricultural territory in the world. It has many things in common with all our hustling American cities, its peculiarities being that it has experienced both the heights and the depths of the results of our curious economic system, prosperity beyond the wildest dreams of avarice, following a zero point depression which resulted from the deflation of the "boom" of some thirty years ago. Its architecture shows the same general types as most of our middle-western cities. Here are Roman Temple banks, perforated-box warehouses, plate-glass store fronts, business-like (in varying degrees) office-buildings, busy streets congested by automobiles. One out of every six persons in Sioux City rides in a car.

When you find the Court House just north of an Uncle Sam transmogrification of the Palazzo Vecchio or the Palazzo Publico (I forget which), the Post Office; just northeast of the rock-faced Romanesque City Hall, east (across the street) from an ugly, barn-like structure dignified by the name of "Auditorium,"

southeast from a new fireproof automobile storage building, and south from a billboard with its promise for the future that Richard Roe will build there, you are conscious of a halting of the breath and a tightening at your throat.

Serene, almost impudent it stands there. You feel a sense of illusion about its reality which leaves you presently to be followed by the feeling that the building itself is the only reality and its surroundings are the phantoms. Unconsciously you find yourself eliminating the incongruous environment and seeing the building surrounded by a kind of Elysian field from which goes up to the unclouded Iowa sky a gentle murmur that can only be caused by grown-ups happily at work, and, yes, you can hear also the sweet voices of children at play.

A fine ripple of movement plays along the west front. What classic colonnade was ever finer than this stately row of brick, (yes, brick) piers with a charming interplay of ornament, light and shadow? The entrance is at once the focal point, with the majestic Mosaic figure which can mean none other than the mighty spirit of the LAW. To him as he stands there, aged and slumbrous, but strong armed and mighty, flow the tide of human life as it exists in organized society. All types are there, the old and the young, the soldier, the laborer, the father, the mother, the mystic, the poet, the man of affairs, the gay and the irresponsible and they who have known grief.

Above on the great quiet space which crowns the sequence of piers, we read, "Justice and Peace have met together. Truth has sprung out of the Earth." Amen. Let us hope, we say to that, and pass around to the north side where two great, elemental figures adorn the entrance, the man and the woman. The woman bears tenderly a little child. At once you see the connection and the symbolism. Here is the social unit, the Family, and we saw a moment ago Society as constituted under Law. Alfonso Iannelli of Park Ridge, Illinois, was the sculptor. We are impressed by the splendid spiritual quality of his work. It is elemental but not crude. It is worked out with fine dignity and restraint. It is not *applied* sculpture. It is organic and belongs in very truth to this building and nowhere else. What higher praise can be given to architectural sculpture?

We walk slowly around the building, though to do so we must traverse alleys on two sides. It is intensely interesting in its articulation and challenges our careful thought. Admiration grows as we gaze. We see a stately building of Roman brick, granite at the base and at the copings, enlivened with wonderfully modeled polychrome terra cotta, the entrance enriched with



vivid mosaic and bronze doors and grilles. The windows are a study in their simple unity of scheme and interesting variation in form. Above, at a height of about sixty feet, is the sheer granite coping, and the eye rests there and follows back along the horizontal bands that terminate the lower portion of the structure, before following the fascinating appeal of the "tower." This latter impresses one as a building of glass saved from the appearance of frailness by the powerful treatment of piers and corners. The great eagle (Iannelli's work) stretching westward is emblematic of the spirit of progress which made this building possible. A little later we see on the east side of the building, great bison heads, a gentle tribute to the earlier days, these latter modeled by Schneider.

The general color tones are a rich, light brown, too deep for buff, pleasantly varied and meeting congenially the color of the granite and the unglazed, natural burned-clay color of the terra cotta. This latter has been interspersed judiciously with a rich rendering of the same material in polychrome. The colors run the gamut of the primary tones, but so deftly are they handled that the eye is conscious only of a fine brilliance in the whole texture. The windows and their frames are metal and are enameled in a vivid blue with the sash picked out in a delicate gray which has almost the value of white in contrast. The sash throughout are of the casement type and filled with leaded glass of a very open and free pattern with beautifully regulated color spots giving an excellent over all value to the building as a whole.

We are made eager by what we have seen to go inside and see what it is all about, so different is our feeling from the ordinary impression gained from looking at a public building. In the usual case, after seeing the exterior we feel that the story is told, but not so with this Sioux City building. Here we feel that the most interesting part is still to come. Before we go inside, however, let us stop a bit and in the shadow of this earnest and sincere-looking building discuss its reason for being.

For the philosophy underlying the working out of the particular problem presented by this building no extended research is necessary. It represents the fearless application of logic and common sense to the problem, and its solution in conscientious accord with the fundamental principles of art. Ancient traditions have been dealt with in respect to what they stand for and really mean. The spirit of emulation of the past is here, not the veiled "we love the classic so" that ever seems to serve as a cloak to shield the inapt and the lazy in the development of this great art of building. So it would seem to the layman.

The Court House problem here was studied in its historic unfolding and brought squarely down to date. Did space permit it would be interesting to trace the history of the administration of justice in England and

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

Date: 8/03/2016

Weekly Agenda Date: 8/09/2016

#9b

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Discussion and Action on Courthouse Steam Trap Service & Repair Engineering- CIP Project
a.) Approval of Resource Consulting Engineers Steam Trap Service Proposal Dated July 27th, 2016
b.) Approval of Baker Group Woodbury County Courthouse Steam Trap Replacement Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Building Services agrees with the Resource Consulting Engineers report which strongly suggests steam traps throughout the Courthouse should be either repaired, or replaced, and made accessible as soon as feasible as this most certainly would have an immediate impact on reducing energy consumption. The step in this process is the Mechanical Engineering phase with Resource Consulting Engineers where the steam trap service project is designed. Contract documents for bidding related to steam traps will specify location, repair/ kit required, replacement/ model required, or re-locations. This step will include Cannon Moss Brygger Architectural design modifications that will be drafted to indicate where existing traps are inaccessible, and how accessibility will be established. Space ceilings, walls, and office furniture casework changes or adjustments that will be necessary will be detail specified and all alterations or additions of access panels for future maintenance will be identified. A project manual and drawings will outline all requirements and the project will go out for contractor bids. As Constuction Manager Baker Group will provide project contractor associated oversight including coordination with all Courthouse departments and staff that will establish acceptable working time-frames and access to office areas in an effort to reduce interruption to daily operations. At project completion individual testing will be conducted to provide operation verification.

BACKGROUND:

The Woodbury County Courthouse heating system has for the last several years been experiencing excessive energy use coupled with the inability to control space temperatures. Many non-functioning steam traps contribute to live steam being released into the atmosphere due to traps that are stuck open, the inability to control space temperatures due to traps either stuck open (space hot) or stuck closed (space cold), and large consumption of boiler make-up feed water or chemicals to treat the system due to unharnessed steam. On April 5th, 2016 the Board of Supervisors approved a contract with Resource Consulting Engineers to develop Courthouse drawings to identify locations of current hydronic steam heating system traps. A Resource Consulting Engineerings report dated June, 29th 2016 identified 298 steam traps within the Courthouse. Drawings (schematic) and schedules were drafted indicating locations of each of the devices within the building.

FINANCIAL IMPACT:

2017 Capital Improvement Project	
Design Consulting Engineers-	\$32,500.00
The Baker Group-	\$ 7,680.00
	<hr/>
	\$40,180.00

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:

Building Services requests authorization to approve the proposal from Resource Consulting Engineers & the Contract with the Baker Group which will allow the formal bidding process to move forward toward repair of all Courthouse steam traps.

ACTION REQUIRED / PROPOSED MOTION:

- 1.) Motion to Approve Resource Consulting Engineers Proposal dated July 27th, 2016
- 2.) Motion to Approve The Baker Group Woodbury County Courthouse Steam Trap Replacement Contract

July 27, 2016



RESOURCE
CONSULTING
ENGINEERS LLC

Kenny Schmitz

Director of Building Services

Woodbury County
620 Douglas Street
Sioux City, IA 51101

Re: Woodbury County Courthouse – Steam Trap Service Project

Dear Kenny,

I am pleased to present you with this proposal for services related to a Steam Trap Service Project for the Woodbury County Courthouse. This proposal includes Architectural and Engineering Design and Construction Administration Services for the project. I appreciate the opportunity to provide this proposal, and look forward to helping Woodbury County in improving operational reliability and efficiency for the historic Courthouse Building.

Based on the results of the study completed to locate and identify steam traps within the building, we understand that the scope of this project will be to service or replace 298 existing steam traps throughout the Woodbury County Courthouse Building. Where existing traps appear to be in good condition, are accessible, and the proper service kit can be identified, they will be serviced. Where traps do not appear to be in good condition, are not accessible, or the proper service kit cannot be identified, they will be replaced. Where necessary, architectural modifications will be made to existing building components to allow for access to steam traps during the project, and to improve maintenance access for steam traps in the future.

Scope of services:

Services to be provided:

- Mechanical Engineering and Architectural Design Phase Services, including:
 - Final Site Survey to document exact locations of steam traps within building (for bid documents side of equipment served, whether trap is directly exposed or behind access panel, etc. will be called out for each trap)
 - Traps requiring replacement will be identified and reviewed with Woodbury County Personnel
 - Verification of required trap service kits for each trap
 - Where possible, equipment capacity will be reviewed against trap capacity to verify proper sizing, where existing equipment capacities are not available, steam trap capacities will be assumed to be accurate
 - Design of steam trap service project as follows:
 - Definition of steam traps to be serviced and steam traps to be replaced
 - Definition of service kits required for steam traps to be serviced
 - Steam trap requirements for new traps where existing units are to be replaced
 - Design of architectural modifications as follows:
 - Details related to removal and re-installation of casework where necessary to access steam traps for service work
 - Details related to addition of access panels to casework where necessary to allow for future maintenance of steam traps
 - Details related to wall or ceiling access panels in areas of basement where steam traps are currently not accessible
 - Review meeting with Woodbury County Personnel to verify required information is included in Contract Documents to be used for bidding the Project
 - Production of contract documents to include:
 - Drawings
 - Project Manual
- Mechanical and Architectural Bidding Phase Services, including:
 - Response to requests for information
 - Attendance at pre-bid meeting
 - Preparation of Addenda as necessary

- Mechanical and Architectural Construction Phase Services, including:
 - Review of submittals
 - Response to contractor questions
 - Preparation of Supplemental Instructions, Proposed Contract Document Revisions, etc., as necessary
 - Attendance at project construction progress meetings (RCE will attend, other consultants will not attend all meetings, but will visit project site as necessary to observe work)
 - Field observations during construction phase as appropriate
 - Preparation of punch list
 - Incorporation of changes into electronic record documents

Not included (available upon request):

- Mechanical system design and construction services not listed above, including:
 - Heating and cooling load calculations
 - Ventilation calculations
 - Building pressurization analysis
 - Energy modeling services
 - Modifications to other mechanical systems not specifically identified above
- Design of modifications to electrical power distribution system
- Design of modifications to plumbing systems
- Design of modifications to fire alarm system
- Design of modifications to lighting or lighting control systems
- Design of modifications to communications systems
- Design of modifications to building architectural components not specifically identified
- Building code analysis
- Review with Authority overseeing building areas listed on National Register of Historic Places (not believed to be required due to scope of project and areas where architectural modifications will occur)
- Design of modifications to, or analysis of, building structural components
- Design of modifications to building systems other than those described herein
- Civil Engineering services
- Commissioning services
- Support for LEED or other third party certification programs

Deliverables:

- Review Documents to be approved before production of Contract Documents, including detailed opinion of cost
- Contract Documents to include:
 - Project Manual including Project General Requirements, Project Contract Requirements, and Technical Specifications
 - Drawings defining scope of Project Work (Drawings will also include information required by county maintenance personnel for future maintenance of steam traps)

Schedule

It is understood that the work of this project is targeted for completion during the fall of 2016. We will work with Woodbury County and Baker Group to develop a detailed schedule for completion of documents once we have received a notice to proceed. Based on our understanding of the project at this time, we expect to be able to complete the work described in this proposal within four to six weeks of receiving a notice to proceed.

Consultants

It is our intent to provide Woodbury County a design team with capabilities to meet the needs of the project. With that in mind, the Sioux City Office of CMBA (Cannon Moss Brygger Architects) will provide architectural services for the project. All services are included as part of this proposal as defined in the Basic Services section below.

Basic Services

We propose to provide the Architectural and Engineering Design and Construction Administration Services outlined above for a maximum fee of \$32,500. For reference, this fee includes Architectural and Engineering Services as follows:

- CMBA (Cannon Moss Brygger Architects): \$11,750, billed on an hourly, not-to-exceed basis
- RCE (Resource Consulting Engineers, LLC): \$20,750, billed on a fixed-fee basis

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

- Mechanical Engineer/Project Manager - \$140/hour
- Electrical Engineer - \$140/hour
- Engineering Intern or Designer - \$80/hour
- Senior Architect/Architectural Principal - \$170/hour
- Architect - \$120/hour
- Intern Architect - \$90/hour
- Clerical - \$40/hour

Summary

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

Respectfully,



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

DRAFT AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 25th day of August in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:

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

and the Construction Manager:

Baker Group
4224 Hubbell
Des Moines, IA 50317

for the following Project:

Woodbury County Court House, Steam Trap Replacement
Sioux City, IA
« »

The Professional Engineer is:

Resource Consulting
6116 South Duff Ave
Ames, IA 50010

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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

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- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project:

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

§ 1.1.2 The Project's physical characteristics:

Replacement and/or repair of all Steam Traps per the Engineers specification in the Court House

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

Four Hundred Thousand Dollars is the established budget approved by the Board of Supervisors

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

- .1 Design phase milestone dates, if any:

Design phase to be completed by September 1, 2016 with Public Bid dates set for prior to September 16, 2016.

- .2 Commencement of construction:

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

- .3 Substantial Completion date or milestone dates: Full installation in all floors by Nov 1, 2016 with an operable heating system.

.4 Other:

Final Completion of work shall occur before November 16, 2016.

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

Competitive bid.

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

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

- Mechanical Contractor
- General Construction services as needed
- Electrical Work if needed

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

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

»

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

Kenny Schmitz, Facility Services Manager

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

The Professional Engineer

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

.1 Land Surveyor:

«N/A»« »

.2 Geotechnical Engineer:

«N/A»« »

.3 Civil Engineer:

«N/A»« »

.4 Other:

«N/A»

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

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

Project Manager
Site Foreman: to be determined

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

.1 Cost Estimator:

«N/A»« »

.2 Other consultants:

«N/A»

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

«N/A»

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

In addition to Construction Management services, Baker Group will also provide the Measurement and Verification of proper operation of all steam traps.

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

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

§ 2.2.3 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The

Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

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

§ 3.2 Preconstruction Phase

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

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

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

Construction Management Plan over the course of the Project, unless additional updates are reasonably requested by the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.3 Construction Phase Administration of the Construction Contract

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

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

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Professional Engineer as set forth below and in AIA Document A232™-2009, General Conditions of the

Contract for Construction, Construction Manager as Adviser Edition as modified and as amended and approved by Owner.

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

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

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

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

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

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

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

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

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

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

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

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

Construction Manager determines is due each Contractor, (2) forward the Contractors' Applications for Payment to the Professional Engineer for approval.

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

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

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

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

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

Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

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

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

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

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

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Professional Engineer for approval. The Construction Manager shall review and approve and then submit the shop drawings, product data, samples and other submittals to the Professional Engineer for approval with copies to the Owner. It is the Construction Manager's responsibility to ascertain that the drawings, plans and specifications (except for those designed by the Professional Engineer) are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes the portions of the drawings, plans and specifications are at variance therewith, the Construction Manager shall promptly notify the Professional Engineer and Owner in writing. By approving and submitting shop drawings, product data, samples and other submittals, the Construction Manager thereby represents that it used its best professional judgment and effort to assure that the trade contractors have verified all field measurements, field construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data as shown on the Construction Documents furnished by the Professional Engineer, or will do so, and that the trade contractors have checked and coordinated each shop drawing, product data, samples and other submittals with the requirements of the work and of the Construction Documents. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Professional Engineer, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities the Contractor, other Multiple Prime Contractors, the Owner, or the Professional Engineer.

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

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

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

§ 3.3.20.2 NOT APPLICABLE .

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

Manager shall make all such records available to the Professional Engineer and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

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

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

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

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

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material or substantial change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement that could not have been reasonably known by the Construction Manager prior to entering into this Agreement;
- .3 Preparation of documentation for alternate bid requests proposed by the Owner;
- .4 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .5 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .6 Service as the Initial Decision Maker.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

Construction Manager and Professional Engineer. The Owner, Professional Engineer, and Construction Manager, shall thereafter make a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

- .1 give written approval to increase the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Section 9.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the budget for the Cost of Work.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the

Agreement [in accordance with Iowa Code Chapter 679C, as amended]. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. **§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[«X»] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

§ 8.3 Arbitration – NOT APPLICABLE

§ 8.3.4 Consolidation or Joinder – NOT APPLICABLE

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

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

ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

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

§ 11.1.2 For Construction Phase Services in Section 3.3:

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

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

« »

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

« »

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

«See Exhibit "D"»

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

§ 11.6 Compensation for Reimbursable Expenses

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

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

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

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Seven Thousand Six Hundred Eighty Dollars (\$ 7,680.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly by the last day of each month in proportion to services proven to have been performed. Amounts unpaid «sixty» («60») days after the invoice date shall bear interest at the rate established by Section 74A.2 of the Code of Iowa. All pay requests must be received by the County seven days prior to the Board of Supervisors meeting which is held every Tuesday of each month.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

Exhibit "A" – Partial Lien Waiver

Exhibit "B" – Final Lien Waiver

Exhibit "C" – Insurance Requirements

Exhibit "D" – Construction Manager Billing Rates

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

OWNER (*Signature*)

« »« »

(*Printed name and title*)

CONSTRUCTION MANAGER (*Signature*)

« »« »

(*Printed name and title*)

F
L
A
B
A

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

#9c

Date: 8/03/2016 Weekly Agenda Date: 8/09/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Woodbury County Building Services Department Access - Tri-View Building

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Building Services Department requests authorization on the 1211 Tri-View Building.

BACKGROUND:

On August 3, 2016 Building Services staff were sent to perform work at the 1211 Tri-View, Suite B location. Building Services employees were confronted by Social Services Director Patty Erickson-Puttman stating "your not doing work on this side of the building until someone talks to (unknown person). Jeremy Taylor, Ed Gilliland, & Kenny Schmitz know who they need to get a hold of".

FINANCIAL IMPACT:

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

- Yes No

RECOMMENDATION:

Building Services would like the Board of Supervisors to consider authorization of unobstructed access to all locations of the 1211 Tri-View Avenue property.

ACTION REQUIRED / PROPOSED MOTION:

Motion to authorize the Building Services Department unchallenged and/or unobstructed access, without notification to any party, at any time to conduct work, services, or business as may be necessary in relationship to all areas of the 1211 Tri-View Avenue property.

#10a

Karen James - Fwd: Mediation

From: Jeremy Taylor <jtaylor@woodburycountyiowa.gov>
To: KJAMES@woodburycountyiowa.gov
Date: 8/5/2016 11:18 AM
Subject: Fwd: Mediation

Begin forwarded message:

From: "Shane Walter" <shanew@siouxcounty.org>
Date: August 3, 2016 at 5:27:23 PM CDT
To: "Jeremy Taylor" <JTAYLOR@woodburycountyiowa.gov>
Cc: "Joshua Widman" <JWIDMAN@woodburycountyiowa.gov>, "allyson.dierksen@heidmanlaw.com" <allyson.dierksen@heidmanlaw.com>, "cynthia.moser@heidmanlaw.com" <cynthia.moser@heidmanlaw.com>, "mrjlams@midlands.net" <mrjlams@midlands.net>, "pdwright@mtcnet.net" <pdwright@mtcnet.net>
Subject: Re: Mediation

Thank you, Jeremy, for the update. I'm confident that Chairman Loutsch will be in touch regarding the Board's intentions going forward.

Shane

On Aug 3, 2016, at 1:46 PM, Jeremy Taylor <jtaylor@woodburycountyiowa.gov> wrote:

Mark, Dennis, and Shane:

As you may now know, last night the Woodbury County Board of Supervisors passed a motion authorizing me to inform Sioux Rivers Region that should mediation be sought, the preferred methodology is not "informal mediation."

While we as a current member county do not seek to be in mediation at all, should the governance board continue to pursue this, mediation should occur per Iowa Code 679C and be pursuant to the 28E agreement.

Thank you.

Respectfully,

Supervisor Jeremy Taylor

Chairman, Woodbury County

On Jul 21, 2016, at 2:35 PM, Jeremy Taylor
<jtaylor@woodburycountyiowa.gov> wrote:

Mark, Dennis, and Shane:

Can you please describe the motion that was approved and what it allows for or is requesting of Woodbury County for mediation? We would like some clarity of expectations given the motion that was passed.

Thank you.

Jeremy Taylor

Chairman, Woodbury County

Meeting Minutes, July 27th, 2016 @ 10:00AM

SIXTH MEETING OF THE WOODBURY COUNTY POLICY REVIEW COMMITTEE

Location: Board Chambers, first floor of the Courthouse
620 Douglas Street, Sioux City, Iowa

Members present: Matthew Ung, County Supervisor; Ed Gilliland, Director of Human Resources; P.J. Jennings, County Attorney; Tonia Abell, Human Resources

Audience Attendees: Sheriff Dave Drew and Doug Bock (IT Dept.)

Agenda

- I. Call to order --- Ung
- II. Public Comments
No public comments
- III. Approval of Agenda
Approved by consensus
- IV. New Business
 - A. **Misc. Updates;**
None
 - B. **Acceptable (Network) use (3rd review of new policy)**
Jennings stated further research is needed. John Malloy and Jennings will meet to review WCICC current policy and revise a policy that fits County needs. Jennings will reach out to Josh Widman for review. Ung will be kept up on progress. Jennings to present draft for next committee meeting.
 - C. **Employee Handbook (1st review of overall revisions)**
Committee reviewed each Policy Number highlighted revisions considered for employee handbook.
(1.2) No objection.
(1.6) No objection. Revision is now in compliance with the Affordable Care Act.
(1.7) Ed will revisit and clean up language to include "employees will accrue vacation during the first year of employment and compensation at any time during termination will include accrued vacation on last paycheck."
(1.10) No objections. Ed mentioned the deletion of the 2nd paragraph was based on review of case laws. Committee agreed on the added reference regarding some departments having their own established code of conduct and ethics employees must adhere to in addition.
(2.1) No objections. Ung advised vacancy open until filled, but within a reasonable amount of time.
(2.6) No objections. Ed affirmed as the County Title VI Coordinator his first step would be to notify Department Head to discuss if any reasonable accommodation can be provided.
(2.7) Revision change based on discussion of committee. Per Ung, "**should** be completed and submitted" to replace "**must** be completed and submitted." Ed will review whether language should be added to include, "Performance conducted annually or upon hire anniversary depending on Department Head decision."
(3.6) Decision of Committee to get further input/opinion from Gill (*absent*), before any objectives were finalized on revision. Committee discussed autonomy of Elected Officials and Department Heads' decision to close their department due to weather and which employees are considered essential and non-essential to maintain County business. Board is outside this policy, as it makes the ultimate decision on County closing.
(4.2) No objections.
(4.5) No objections.
(4.9) No objections. Ung questioned if necessary to have a separate section for personal days. Ed responded recent incidents with employees deem it necessary.

(4.14) Revision change to include “all time of unpaid leave of absences requires approval of Board.” (Previous draft stipulated the first 30 days would not need board approval, and only the second 30 days would need board approval.) Discussion was also had on whether employees on unpaid leave should be required to pay the full amount of health insurance. Upon advice from Jennings, this stipulation was removed. The committee also gave consensus to remove any mention of 30-day periods and leave the time period up to board discretion, because such an extenuating circumstance where all time off benefits in addition to FMLA would be expired are extremely rare.

(4.15) No objections

(5.1) No objections

(6.3) Committee approved rule that all payroll be required through direct deposit for new employees per handbook guidelines, with the understanding that “grandfathered in” employees eligible to receive paper checks will have to be accommodated in actual practice.

No objections to Travel Policy listed immediately after 6.6, except that it be transferred to the Policy Handbook.

(6.7) Further review needed. “Cellular Phone Policy” will be removed from the handbook and updated or transferred to the upcoming Policy Handbook once officially approved by the board as all policies should be.

(7.1) No objections

(7.2) Per Jennings, “equipment” will be defined as equipment bought with county dollars, rather than the current list provided which is mentions specific items but may inadvertently leave out others.

(7.8) No objections

(8.3) Committee decided that “Drug and Alcohol Testing Policy” should be in the Policy Handbook and not Employee Handbook. Jennings suggested that the only phrase required for handbook should be an executive summary as follows or similar; “This policy is also intended to comply with applicable federal regulations governing workplace anti-drug and alcohol programs. “County adheres to drug free workplace, refer to policy...” He further commented ADA and OSHA is not dependable to site, as they could change requirements before next handbook approval. Committee will review separate policy at a later date since the current policy is five years old.

(9.11) No objections. Discussion of penalties for noncompliance with restricting smoking areas rules that the county may need to address. Ung suggested Gilliland seek advice/approval of the Chairman to address at next Dept Head meeting.

(9.16) and (9.17) No objections.

(11.1) Committee agreed to delete a phrase regarding length of stay of employee before eligible for payout of accrued vacation, due to inconsistency with other areas of the handbook.

Committee discussion of overall revision and presentation to Board. Jennings suggested an outline form and verified that new handbook’s table of contents will have a logical progression of page numbers rather than “jumping around” as is currently displayed.

- Ed to review with legal counsel further revisions set forth from Committee.
- Ed will disseminate by email to committee members the legal counsel received and final revisions for consensus approval before recommendation to the Board.
- Provided timely final revisions, either the board-approved or final draft of the handbook will be presented at next Dept. Head meeting.

Motion by Ung, second by PJ, to move forward to recommend to Board after proposed changes. Passed 4-0.

V. Policy item request for future

Prior Committee meeting Gill requested to invite Jean Jessen for her input and expertise in Archival procedure. Per Ung, invitation will be sent to Jessen for the next policy committee meeting to solicit her thoughts on any policies needing updating prior to her retirement.

PJ proposed that a policy, handbook stipulation, or at least a discussion should be developed for employees who may have a complaint against the Human Resource Director. Jennings had the role of disciplining the prior Human Resource Director, however he was self-imposed to do so.

VI. Set next meeting

SEVENTH MEETING OF THE WOODBURY COUNTY POLICY REVIEW COMMITTEE
tentatively scheduled for September 12th, 2016 @ 10:00AM.
Meeting adjourned at 12:10 PM

WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM

TO: Board of Supervisors
FROM: Karen James Administrative Coordinator
DATE: August 5, 2016
RE: Employee Appreciation Luncheon

Last year the Board of Supervisors paid \$491.43, that did not include the pop or the paper plates, napkins and utensils.

I am working with Building Services to see if we can get those items donated again. If we do not get those items donated, it will be in addition of around \$200.00. I believe the total would be around \$700.00 for the luncheon.