



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(DECEMBER 20, 2016) (WEEK 51 OF 2016)

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Agenda and Minutes also available at
www.woodburycountyiowa.gov

Larry D. Clausen 389-5329 lclausen@woodburycountyiowa.gov
Mark A. Monson 204-1015 mmonson@woodburycountyiowa.gov
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Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov
Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held December 20, 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

- 4:00 p.m. 1. Closed Session {Iowa Code Section 21.5(i)}
- 4:30 p.m. 2. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
- 3. Citizen Concerns Information
- 4. Approval of the agenda December 20, 2016 Action
- 5. Approval of the minutes of the December 13, 2016 meeting Action
- 6. Discussion and approval of claims Action
- 7. Board of Supervisors – Matthew Ung
Approval of requirement for Quality Assurance and Responsible Bidder Questionnaire Action
- 8. Human Resources – Ed Gilliland
Approval of Memorandum of Personnel Transaction Action
- 9. County Auditor – Patrick Gill/Board of Supervisors – Jeremy Taylor
 - a. Consideration and approval for Liquor License Application for Chet’s Movable Market Action
 - b. Consideration of allowing the purchase of outdated and unsupported electronic equipment by direct sale Action

- | | |
|--|-------------|
| 10. Rural Economic Development – David Gleiser | |
| a. Authorize Chairman to sign Tax Incentive Agreement between Woodbury County and Sioux City | Action |
| b. Resolution approving 2016 amendment to agreement between Woodbury County and the City of Sergeant Bluff | Action |
| 11. Emergency Services – Gary Brown | |
| a. Request for the consideration and approval for Woodbury County Emergency Services to purchase ESO Solutions data collection software; to be utilized by all of the rural Woodbury County EMS Services | Action |
| b. Requesting approval and signature for the Region IV planned rate increase to the amendment of the agreement for the Provision of Hazardous Materials Response Services | Action |
| 12. Secondary Roads – Mark Nahra | |
| a. Consideration of resolution setting new bridge embargoes | Action |
| b. Consideration of approval of a permit to work in the right of way and a tile crossing permit | Action |
| 13. Building Services – Kenny Schmitz | |
| a. Motion to approve AIA C132 Contract standard language template between Woodbury County and the Baker Group as Construction Manager | Action |
| b. Information on Woodbury County Courthouse Tuck-point and repairs-Architectural Fees | Information |
| c. Motion to approve LEC 1 st Floor Conference Room Project AIA C132 Contract for Construction Manager | Action |
| d. LEC Sheriff's Office front entry project | Information |
| e. Motion to approve Law Enforcement Center Kitchen Project AIA C132 Contract for Construction Manager | Action |
| f. Motion to approve LEC Sheriff's Area Office Remodel Project AIA C132 Contract for Construction Manager | Action |
| g. Motion to approve Siouxland District Health Boiler Replacement Project AIA C132 Contract for Construction Manager | Action |
| h. Motion to approve Courthouse Steam Trap Project low bid | Action |
| 14. Chairman's Report | Information |
| a. Department Head Meeting Minutes | |
| b. Interstate Justification Report | |
| c. Ag Expo Center Thursday Meeting | |
| 15. Reports on Committee Meetings | Information |
| 16. Citizen Concerns | Information |
| 17. Board Concerns and Comments | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- MONDAY, DECEMBER 19** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech
- WEDNESDAY, DECEMBER 21** **12:00 noon** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
- 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street
- MONDAY, DECEMBER 26** **7:30 p.m.** Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa
- TUESDAY, JANUARY 3, 2017** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THURSDAY, JANUARY 5** **5:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WEDNESDAY, JANUARY 11** **8:05 a.m.** Woodbury County Information Communication Commission, Board of Supervisors' Chambers
- 12:00 noon** District Board of Health Meeting, 1014 Nebraska St.
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:00 p.m.** County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THURSDAY, JANUARY 12** **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, JANUARY 16** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- WEDNESDAY, JANUARY 18** **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, JANUARY 19** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa

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.

DECEMBER 13, 2016, FORTYFIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, December 13, 2016 at 4:00 p.m. Board members present were Monson, Ung, Taylor, Smith, and Clausen. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director, Abigail Sills, Assistant County Attorney and Patrick Gill, Auditor /Clerk to the Board.

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

Motion by Clausen second by Monson to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.
- 2. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
- 3. There were no citizen concerns.
- 4. Motion by Clausen second by Ung to approve the Agenda for December 13, 2016. Carried 5-0. Copy filed.
- 5. Motion by Smith second by Taylor to approve the minutes of the December 6, 2016 Board meeting. Carried 5-0. Copy filed.
- 6. Motion by Ung second by Taylor to approve the claims totaling \$456,476.8. Carried 5-0. Copy filed.
- 7. Steve Hofmeyer, Deputy Commissioner of Elections presented the Canvass for the City of Hornick Special Election on 12/6/16 -there were no after-election of provisional ballots.

City of Hornick Council Member Vacancy

Derrick Fiedler	Received sixteen (16) votes
Candidate Total	Sixteen (16) votes
SCATTERING	One (1) votes
TOTAL	Seventeen (17) votes

We therefore declare:

Derrick Fiedler duly elected for the office of City of Hornick Council Member Vacancy for the residue of the term ending December 31, 2019, and until a successor is elected and qualified.

Motion by Taylor second by Monson to approve and receive the Official Canvas results for the Special Election for City of Hornick. Carried 5-0. Copy filed.

- 9a. Motion by Smith second by Clausen to approve the transfer of Christine Murphy, Clerk III, Auditor/Recorder Dept., effective 12-15-16, \$23.35/hour, 7.8%=\$1.69/hour. Position Transfer from Sr. Clerk to Clerk III.; the appointment of Shane McDermott, Temporary Equipment Operator, Secondary Roads Dept., effective 12-14-16, \$21.71/hour. Not to exceed 120 days.; the appointment of Raymond Rightermeler, Temporary Equipment Operator, Secondary Roads Dept., effective 12-14-16, \$21.71/hour. Not to exceed 120 days.; the appointment of Heather Holstein-Bukovich, Sheriff Deputy, County Sheriff Dept., effective 12-19-16, \$22.40/hour. Appointment by County Sheriff.; and the reclassification of Brenda Nelson, Clerk II, Auditor/Recorder Dept., effective 12-26-16, \$18.12/hour, 5%=\$.94/hr. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4. Carried 5-0. Copy filed.
- 9b. Motion by Taylor second by Ung to approve the request of Jackie Smith to remain on the Health and Dental Insurance. Carried 5-0. Copy filed.
- 10a. Motion by Smith second by Ung to approve the 2016 Business Property Tax Credits payable 2017/2018 disallowed by the City Assessor. Carried 5-0. Copy filed.

- 10b. Motion by Monson second by Ung to approve the 2016 Business Property Tax Credits payable 2017/2018 allowed by the County Assessor. Carried 5-0. Copy filed.
- 10c. Motion by Monson second by Smith to approve the 2016 Homestead and Military applications payable 2017/2018 approved by the County Assessor. Carried 5-0. Copy filed.
- 10d. Motion by Clausen second by Taylor to approve the 2016 Homestead and Military applications payable 2017/2016 approved by the City Assessor. Carried 5-0. Copy filed.
- 11a. Motion by Monson second by Taylor to receive the Courthouse Steam Trap Project bid submissions and authorize the County Auditor or designee to open the bid submission for review December 20, 2016 at 3:30 p.m. in the Woodbury County Board of Supervisors Administration Office. Carried 5-0. Copy filed.
- 11b. Motion by Monson second Taylor by to approve Woodbury County Standardized language template AIA C-132 Document. Carried 5-0. Copy filed.
- 11c. Motion by Monson second by Taylor to approve funds necessary to provide LEC Kitchen food storage and Sheriff's Office relocation space improvements. Carried 5-0. Copy filed.

Motion by Taylor second by Monson to approve to reallocate \$225,000 of CIP #C1-17 to CIP #B-11 (\$75,000) and CIP #B-12 (\$175,000). Carried 5-0. Copy filed.
12. Motion by Monson second by Ung to approve \$9,400.00 funding and authorize CMBA Architects to begin LEC Expansion Telecommunication Design Services and to reallocate funds previously reserved for the Courthouse LED plan to this project. Carried 5-0. Copy filed.
8. Dale McKinney from M+ Architects presented an update on the Ag Expo project.
13. The Chairperson reported on day to day activities.
14. The Board members reported on their committee meetings.
15. There were no citizen concerns.
16. Board members presented their concerns and comments.

The Board adjourned the regular meeting until December 20, 2016.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: December 20, 2016

* PERSONNEL ACTION CODE:

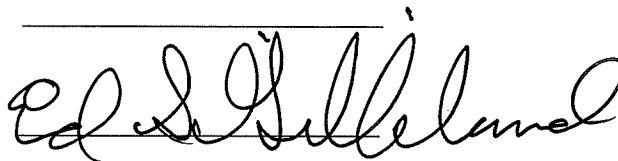
- A- Appointment
- T - Transfer
- P - Promotion
- D - Demotion
- R-Reclassification
- E- End of Probation
- S - Separation
- O - Other

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Schmitz, Kenneth	Building Services	12-19-16	Director	\$83,478/year	5%=\$3,975/year	R	Salary Increase.
Clausen, Larry	Board of Supervisors	12-31-16	Board Member			S	End of Elected Term of Office.
Monson, Mark	Board of Supervisors	12-31-16	Board Member			S	End of Elected Term of Office.
Smith, Jaelyn	Board of Supervisors	12-31-16	Board Member			S	End of Elected Term of Office.
Horsley, Kevin	County Sheriff	01-02-17	Civilian Jailer	\$24.12/hour	0%	T	Transfer from Court Security Officer to Civilian Jailer.
Thomas, Marie	County Sheriff	01-02-17	Court Security Officer	\$21.61/hour	0%	T	Transfer from Civilian Jailer to Court Security Officer.
Trimpe, Janet	County Treasurer	01-02-17	Clerk III-Tax	\$21.41/hour	6.7%=\$1.35/hour	P	Promotion from Clerk II to Clerk III.
Ladeas, Athena	County Attorney	01-05-17	Asst. County Attorney	\$81,870/year	3.7%=\$2,953/year	R	Per AFSCME Asst. Co. Attorney Contract agreement, from Step 8 to Step 9.

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: December 20, 2016

For the December 20, 2016 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Building Services Director, Salary Increase.
- 2) Board of Supervisors (3) Board Members, End of Elected Term of Office.
- 3) County Sheriff Court Security Officer, Transfer to Civilian Jailer.
- 4) County Sheriff Civilian Jailer, Transfer to Court Security Officer.
- 5) County Treasurer Clerk II, Promotion to Clerk III.
- 6) Asst. County Attorney, from Step 8 to Step 9.

Thank you

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

Date: 12/15/2016 Weekly Agenda Date: 12/20/2016

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

WORDING FOR AGENDA ITEM:

Consideration and approval for Liqour License Application for Chet's Movable Market.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

N/A

BACKGROUND:

N/A

FINANCIAL IMPACT:

Unknown at this time

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

Yes No

RECOMMENDATION:

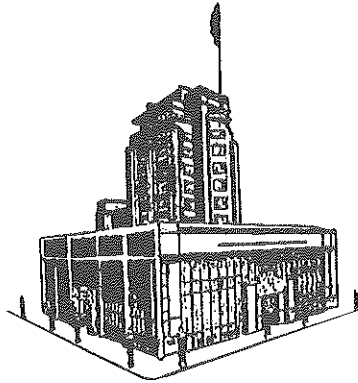
Approve Motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to second by to approve an application for a 12-mont, Class B Native Wine Permit with Sunday sales for Chet's Movable Market, effective 11/12/16 through 11/11/17.

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

PATRICK F. GILL
Auditor/Recorder



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

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

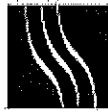
To: Board of Supervisors

From: Patrick F. Gill, Auditor & Recorder *MKS*

Date: December 15, 2016

Subject: Class C Beer Permit for Chet's Merville Market, Merville, Iowa

Please approve and receive for signature, an application for a 12-month, Class B Native Wine Permit with Sunday sales privileges, for Chet's Merville Market, 741 Frontage Road, Merville, Iowa. The permit would be effective 11/12/16 through 11/11/17.



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Applicant License BC0029492, Chet's Movice Market, Movice

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:
(Choose one of the following):

12 month

8 month

6 month

14 day

5 day

License Status: Submitted to Local Authority

Original issue date of license: MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: MM/DD/YYYY

License expiration date: MM/DD/YYYY

Number of days notice:

70 day notice:

Cancel date: MM/DD/YYYY

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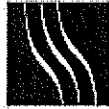


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Privileges BC0029492, Chet's Movable Market, Movable

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Select one or more of the privileges you wish to have for your Class C Beer Permit (BC). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:	
<input checked="" type="checkbox"/>	Class B Native Wine Permit
<input type="checkbox"/>	Class B Wine Permit (Carryout Wine - Includes Native Wine)
<input type="checkbox"/>	Living Quarters
<input type="checkbox"/>	Outdoor Service
<input checked="" type="checkbox"/>	Sunday Sales

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Applicant BC0029492, Chet's Movable Market, Movable

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Corporation Name/Sole Proprietor Name/Partnership Name(s): (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A):

Address of Premise:
 Address Line 2:

City:
 County:
 Zip:

Business Phone: Cell / Home Phone:

Same Address

Mailing Address:
 Mailing Address Line 2:

City: State:
 Zip:

Contact Name:
 Phone: Email Address:

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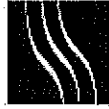


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Status of Business BC0029492, Chet's Movable Market, Movable

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Indicate how the business will be operated (Choose one of the following):

<input type="radio"/> Sole Proprietorship	<input type="radio"/> Publicly Traded Corporation
<input type="radio"/> General Partnership	<input type="radio"/> Limited Liability Company
<input type="radio"/> Limited Partnership	<input type="radio"/> Municipality
<input checked="" type="radio"/> Privately-Held Corporation	<input type="radio"/> Non-Profit Association

Corporate ID Number: 218412 Federal Employer ID#: 41-1481039

Federal Employer ID Applied For:

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Ownership BC0029492, Chet's Movable Market, Movable

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Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Floyd Davis	419 Dover St., Kingsley, IA, 51028	100.00 %	View

First Name: Last Name:

Address:

Address Line 2:

City: State:

Zip:

Position: SS#: U.S. Citizen:

Date of Birth: MM/DD/YYYY % of Ownership:

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

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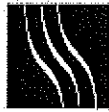


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Ownership Interests BC0029492, Chet's Movable Market, Movable

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The following questions apply to the applicant and all persons and entities listed in the "Ownership - Names" section. The term "interest" means engaged in the ownership, conduct, or operation. Please direct any questions to info@iowaabd.com.

Question 1 of 6: Do you or any of your employees, agents, jobbers, representatives, directors, or officers have a direct or indirect interest in any liquor, wine or beer manufacturer, bottler, importer, wholesaler or broker in Iowa, the United States or outside the United States?

- YES - PROVIDE THE FOLLOWING
- NO
-

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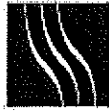


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Local 515.281.7400

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Criminal History BC0029492, Chet's Movable Market, Movable

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

<input type="text" value="No"/>	Since this license was last issued, has anyone listed in the ownership screen been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.
<input type="text" value="No"/>	Since the license was last issued, have any of the owners listed in the ownership screen been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.
<input type="text" value="None"/>	If no arrests, indictments, summons or convictions are applicable since the license was last issued, select 'NONE'.

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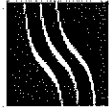


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Premises Information BC0029492, Chet's Menville Market, Menville

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Has the premises configuration changed since last year?

Control of premises:

- Own
- Lease
- Other

explain:

Premises type:

Local Authority:

License City:

City Population: 1618

License County: Woodbury

County Population: 102172

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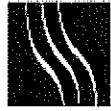
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General Premises Information BC0029492, Chet's Movable Market, Movable

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Yes Sell groceries?

No Are other liquor, wine or beer businesses accessible from the interior of your premises?

60000

Square footage of the entire retail sales area of the business, including area of walk-in coolers that are accessible to the public. This includes all areas where non-alcohol products are also sold. Do not include areas that are not accessible to the public (offices, bathroom, kitchen, storage area etc.).

Yes Does your premises conform to all local and state health, fire and building laws and regulation?

Selling beer in a container other than the original container (growler):

I will be filling, refilling, and selling beer in a growler. I have read and understand the rule, 185-4.6, and will abide by the filling, refilling, and sealing requirements. I understand that a failure to comply with applicable laws and rules will result in a fine, license suspension, and/or license revocation.

Agree Food Permit Number: _____

To ensure compliance with Iowa food safety and licensing statutes and regulations, please visit <https://ia.foodprotectiontaskforce.com/library/> and review the Fact Sheet for Businesses Filling Growlers or contact your local food licensing agency.

I will NOT be filling and selling beer in a growler.

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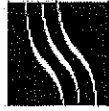


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Applicant Signature BC0029492, Chet's Movable Market, Movable

Complete the information below and click Finish to complete the application
Note that the license fees will only be withdrawn from accounts after the ABD approves the license.

This application must be completed by a person listed in the Ownership Section.

I hereby declare that all information contained in the Application is true and correct. I understand that misrepresentation of material facts in the Application is a crime and grounds for denial of the license or permit under Iowa law. I further understand that, as a condition of receiving a license, the licensed premises is subject to inspection during business hours by appropriate local, state and federal officials.

NOTE: The Applicant's Name must match one of the owner's names from the Ownership screen.

Owner's Signature: Date:
MM/DD/YYYY

Tentative effective date: MM/DD/YYYY

Licensees are required to submit a bi-annual report of shipment to Iowa consumers due January 10th and July 10th for the previous six months of shipment. This report can be found on the "Action List" under "Complete a Tax Report".

Amount to be transferred from your account: \$ 385.00

Please notify your Financial Institution to allow ACH debits by our agency's ACH ID number, 142-6004553.

Funds will be pulled from your account 2 days after ABD approves the license. You are ready to submit the application for your license to sell alcoholic beverages in the State of Iowa. By providing the bank information requested and clicking on "finish" you are indicating that you are an owner or authorized user of the bank account listed and that you hereby authorize ABD to debit the account in the amount indicated above.

NAME	0123
ADDRESS	0123456789
CITY, STATE, ZIP	
DATE	
PAY TO THE ORDER OF	\$
BANK NAME	
ADDRESS	
CITY, STATE, ZIP	
FOR	
⑆0123456789⑆ 01234567890123⑆ 0123	

Bank Routing Number

Bank Account Number

Check Number

Applicant's Bank Name:

Applicant's Bank Routing Number:

Repeat Bank Routing Number:

The routing number will ALWAYS be 9 digits long. If you are unsure of your routing or account number, call your bank.

Applicant's Account Number:

Repeat Account Number:

Credit cards are not accepted. Your bank information is transferred over a secure connection and is completely confidential.

BY CLICKING ON THE "FINISH" BUTTON, I AGREE TO THE TERMS AND CONDITIONS OF USING MY BANK ACCOUNT AS A PAYMENT METHOD, WHICH ARE LISTED BELOW, AND AUTHORIZE THE STATE OF IOWA TO DEBIT MY BANK ACCOUNT FOR THE LICENSING FEE LISTED ABOVE.

4 Bank Account Payments By choosing to use a bank account as your payment method

Please print a copy of this page for your records before clicking the "FINISH" button.

Finish

If you are not taken to a confirmation screen after clicking on "Finish", please see the notes at the top of the applicant signature screen to find out why the application was not submitted.

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Local Authority Endorsement BC0029492, Chet's Movable Market, Movable

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Complete the information below and click **SUBMIT** to endorse the Renewal.

LICENSE INFORMATION	
Local Authority:	County of Woodbury
Daytime Phone for Local Authority:	(712) 279-6465
<input type="radio"/> License Approved <input type="radio"/> License Denied <input type="radio"/> License Timely Filed	Reason For Denial: <input style="width: 100%;" type="text"/> Reason For Timely Filing: <input style="width: 100%;" type="text"/>
Effective Date:	11/12/2016
Expiration Date:	11/11/2017

CHECK LIST	
Fire inspection completed:	Yes <input type="radio"/> No <input type="radio"/>
Health inspection completed	Yes <input type="radio"/> No <input type="radio"/>
Was a DCI background check run	Yes <input type="radio"/> No <input type="radio"/>
Fee Amount: \$385.00 Local Authority Share: \$300.00	

E-MAIL
Please provide the local authority email address below. Once the application has been reviewed and approved, a copy of the license will be emailed to this address.
Local Authority E-mail Address: <input style="width: 90%;" type="text"/>

COMMENTS
<input style="width: 100%; height: 100%;" type="text"/>

Signature: <input style="width: 90%;" type="text"/>	Date: <input style="width: 90%;" type="text"/>	MM/DD/YYYY
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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 12/16/2016

Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Auditor Gill / Supervisor Taylor

WORDING FOR AGENDA ITEM:

Consideration of Allowing the Purchase of Outdated and Unsupported Electronic Equipment by Direct Sale

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Two county supervisors whose terms end have requested to purchase I-Pads that they previously used: Supervisor Clausen and Supervisor Smith. Other supervisors show no interest. Two supervisors in 2017 anticipate utilizing previous computer assets previously owned from WCICC (Supervisor Radig and Supervisor Taylor). All of the I-Pads are valued at \$53.91 according to the professional opinion of John Malloy (see attached). The interested supervisors, Supervisor Clausen and Supervisor Smith, will be offered the ability to purchase the I-Pads at that cost. All other I-Pads will be directed to be sold for this estimation using normally utilized procedures and dedicated to the purchase of three new computer assets (traditional laptops) based on the reasonable needs of supervisors to be determined at a later date.

BACKGROUND:

Supervisors Taylor, Ung, and Monson would be able to vote on this item but Supervisors Clausen and Smith would not be able to vote on this particular item.

FINANCIAL IMPACT:

Potential of 5 I-Pads gained to Woodbury County= \$269.55

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

Yes No

RECOMMENDATION:

Approve the direct sale of I-Pads to Supervisors Clausen and Smith at the fair market value and the rest of the I-Pads from WCICC per normal procedures with proceeds to be utilized toward new assets as required with computer modernization updates.

ACTION REQUIRED / PROPOSED MOTION:

Approve the direct sale of I-Pads to Supervisors Clausen and Smith at the fair market value and the rest of the I-Pads from WCICC per normal procedures with proceeds to be utilized toward new assets as required with computer modernization updates.

Heather Satterwhite - Fwd: iPad Resale Viewpoint

From: Jeremy Taylor <jtaylor@woodburycountyiowa.gov>
To: HSATTERWHITE@woodburycountyiowa.gov
Date: 12/16/2016 2:37 PM
Subject: Fwd: iPad Resale Viewpoint

Supervisor Jeremy Taylor
Woodbury County

Begin forwarded message:

From: "John Malloy" <jmalloy@sioux-city.org>
Date: December 15, 2016 at 9:49:52 PM CST
To: "Jeremy Taylor" <JTAYLOR@woodburycountyiowa.gov>
Subject: iPad Resale Viewpoint

Good Evening Chairman,

There has been enough dialog on the current 4+ year-old iPads that the Supervisors have at their disposal that I believe I need to add my comments.

Dennis Butler has asked for an approximate value of the devices, and in response, my admin - Michelle Brown found a matrix suggesting an internet value of ~\$100 for those units. Mind you, this is what someone could theoretically purchase a good or excellent condition iPad for and is not the net value Woodbury County could retrieve for the same device. A 100% markup by a reseller would suggest a sale value ~\$50 for the units.

Also, Pat Gill attended the WCICC Commission meeting on Wednesday to solicit feedback on the perceived value of the aforementioned devices. My comments at the Commission meeting was that IT's experience with resale of 3 year-old PCs is that we typically retrieve 5-10% of the original cost from a reseller. Michelle confirmed my suspicions as the last bulk sale we made to Dakota PC netted about 8% of the original sale price.

I understand that the current iPads were purchased for \$599.99 ~4 years ago. I also know Apple products sell at a premium when compared to PCs. Given the iPads are a year older than the PCs I would suggest a sale price range of \$47.92 (8%) to \$59.90 (10%) for the existing iPads. Or, simply split the difference at \$53.91 (9%).

Naturally, this message made sense to me. If you need further translation please let me know.

Respectfully,

John Malloy

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

Date: 12/13/16

Weekly Agenda Date: 12/20/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, RED Director

WORDING FOR AGENDA ITEM:

Authorize Chairman to sign Tax Incentive Agreement between Woodbury County and Sioux City

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board will discuss and take action on approving an intergovernmental tax incentive agreement and authorize the Chairman to sign the document.

BACKGROUND:

The County intends to provide a local incentive to GELITA for their \$22M expansion project in the form of an urban renewal tax increment rebate agreement.

In order to enter into the rebate agreement with GELITA, the County must first add the GELITA property to the legal description of property within the Grow Woodbury County Urban Renewal Area. In accordance with Iowa Code, a county may exercise urban renewal powers with respect to property located within 2 miles of the boundary of a city only if the county and city have entered into a joint agreement with respect to the exercise of such powers.

Because the GELITA Property is located within 2 miles of the city limits of Sioux City, the County must enter into a joint agreement with the City in which the City agrees that the County may include the GELITA property in the Grow Woodbury County Urban Renewal Area and may exercise urban renewal powers.

As Sioux City and GELITA have a pre-existing infrastructure and annexation agreement whereby if/when the City's property becomes contiguous with GELITA's, GELITA will initiate self-annexation in to the City. Due to this pre-existing agreement, the City has requested the following terms be included within the County and City agreement:

Promptly upon written request of the City, which may be made at any time after July 1, 2024 and completion of the period during which the County will make the tax increment rebate payments to GELITA that will be required under the rebate agreement, if the GELITA Property is annexed into the City in any manner, the County agrees to delete the GELITA property from the legal description of property within the Grow Woodbury County Urban Renewal Area and will delete the GELITA property from any tax increment ordinance to which that property has been added.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Approve the agreement and authorize the Chairman to sign it.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the agreement and authorize the Chairman to sign it.

TAX INCENTIVE AGREEMENT

This Tax Incentive Agreement (the “Agreement”) is entered into as of the _____ day of _____, 2016, between Woodbury County, Iowa (the “County”) and the City of Sioux City, Iowa (the “City”).

RECITALS

WHEREAS, GELITA USA, In. (GELITA) is planning the construction of a new collagen peptide processing facility (the “GELITA Project”) on certain property located outside the corporate limits of the City and within the unincorporated area of the County, which property is included in the legal description attached hereto as Exhibit A (the “GELITA Property”), and has applied to the State of Iowa for incentives that can be made available under the State’s High Quality Jobs Program; and

WHEREAS, the County has been requested to provide a local incentive to GELITA in the form of an urban renewal tax increment rebate agreement (the “Rebate Agreement”) which calls for the County to make tax increment rebate payments to GELITA for two years (FY18 and FY19) during the construction of the GELITA Project, in the amount of 100% of the incremental property taxes paid by GELITA in those years, and to make tax increment rebate payments to GELITA for an additional five years (through FY24), in accordance with the County’s five-year graduated rebate payment schedule; and

WHEREAS, in order to enter into the Rebate Agreement with GELITA, the County must first add the GELITA Property to the legal description of property that is included in the County’s Grow Woodbury County Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, in accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a county may exercise urban renewal powers with respect to property that is located within two miles of the boundary of a city only if the county and city have entered into a joint agreement with respect to the exercise of such powers; and

WHEREAS, because the GELITA Property is located within two miles of the city limits of the City, the County must enter into a joint agreement with the City in which the City agrees that the County may include the GELITA Property in the Urban Renewal Area and may exercise urban renewal powers with respect to the GELITA Property; and

NOW, THEREFORE, it is agreed by the County and the City as follows:

Section 1. Promptly upon written request of the City, which request may be made at any time after July 1, 2024 and completion of the seven-year period during which the County will make the tax increment payments to GELITA that will be required under the Rebate Agreement, if the GELITA Property is annexed into the City in any manner, the County agrees to delete the GELITA Property from the legal description of property in the Urban Renewal Area and will delete the GELITA Property from any tax increment ordinance to which that property has been added.

Section 2. Subject to Section 1 above, the County may exercise urban renewal powers pursuant to Chapter 403 of the Code of Iowa with respect to the GELITA Property.

Section 3. This Agreement shall be deemed to meet the statutory requirements of paragraph 4 of Section 403.17 of the Code of Iowa and shall be effective following approval by the governing bodies and execution by the appropriate officials of the County and the City.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairperson of its Board of Supervisors and attested by its County Auditor, and the City has caused this Agreement to be executed by its Mayor and attested by its City Clerk, as of the dates shown opposite their respective signatures below.

WOODBURY COUNTY, IOWA

By: _____
Jeremy Taylor, Chairperson, Board of Supervisors

Date: _____

Attest:

Patrick Gill, County Auditor

CITY OF SIOUX CITY, IOWA

By: _____
Robert E. Scott, Mayor

Date: _____

Attest:

Lisa L. McCardle, City Clerk

EXHIBIT A.

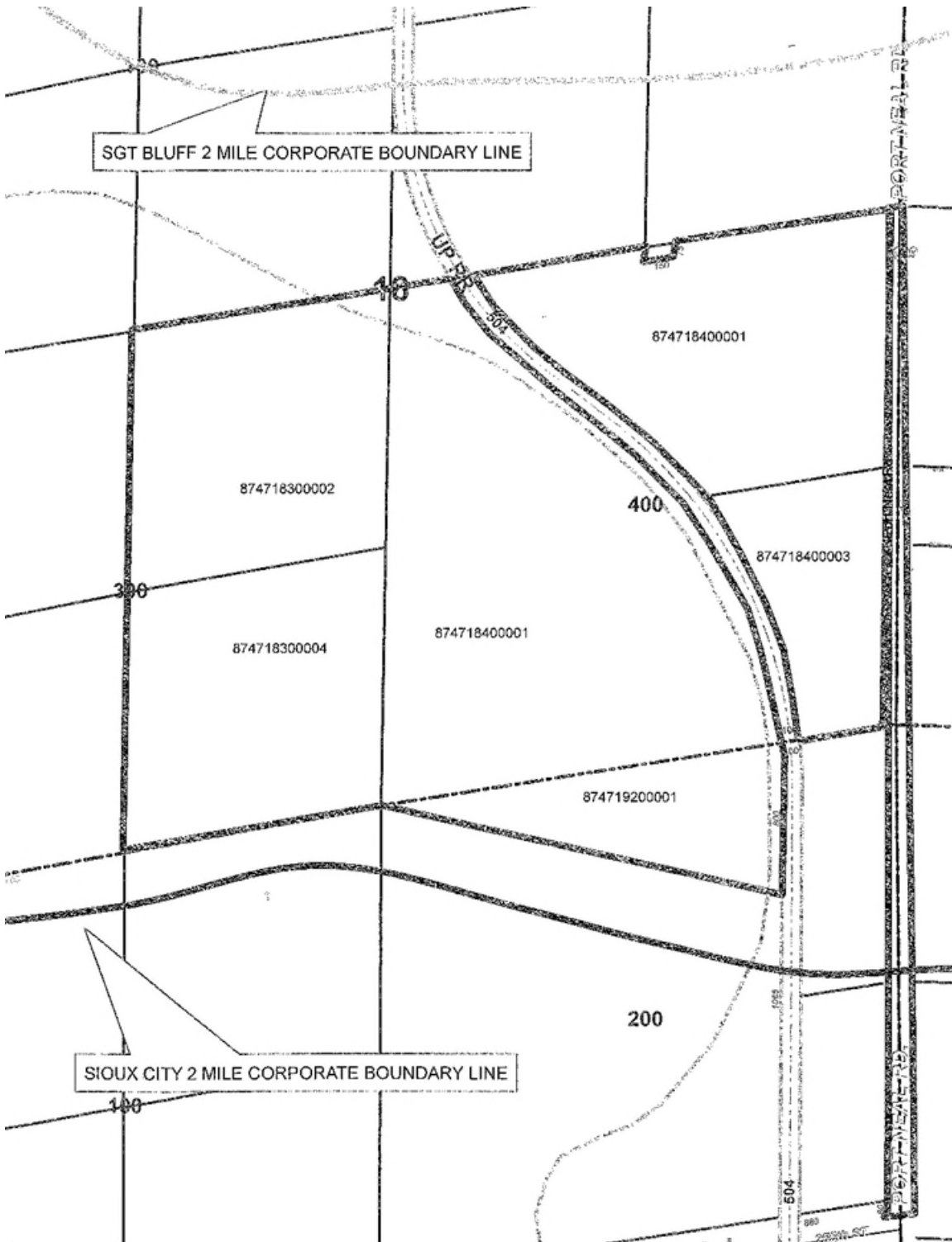


EXHIBIT A.

Beginning at the Northeast corner of the Southeast Quarter (SE ¼) of Section Eighteen (18), Township Eighty-seven (87) North, Range Forty-seven (47) West of the 5th P.M., Woodbury County, Iowa, thence South along the East line of said Section Eighteen (18), 1,344.6 feet, thence West along the North line of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of said Section Eighteen (18), for 1,133 feet to the West right of way line of the Chicago and North Western Railroad, thence Southeasterly and South along the West line of the Chicago and North Western Railroad thru the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of said Section Eighteen (18) and the East Half (E ½) of the Northeast Quarter (NE ¼) of Section Nineteen (19), said township and range, to a point 800 feet South and 611 feet West of the Northeast corner of said Section Nineteen (19), thence Southwesterly parallel to and approximately 10 feet Easterly and Southerly from the high bank of the old lake shore to a point 1,841 feet West and 200 feet North of the Southeast corner of the Northeast Quarter (NE ¼) of said Section Nineteen (19), thence West parallel to and 200 feet North from the South line of the Northeast Quarter (NE ¼) of said Section Nineteen (19), 865.7 feet to a point 200 feet North from the Southwest corner of the Northeast Quarter (NE ¼) of said Section Nineteen (19), thence North along the West line of the Northeast Quarter (NE ¼) of said Section Nineteen (19) and Southeast Quarter (SE ¼) of Section Eighteen (18), said township and range, to the Northwest corner of the Southeast Quarter (SE ¼) of said Section Eighteen (18), thence East along the North line of the Southeast Quarter (SE ¼) of said Section Eighteen (18) to the point of beginning. The right of way of the Chicago and North Western Railroad is excluded from the above described tract.

Except

Beginning at a point 800 feet south and 611 feet west of the northeast corner of Section 19, Township 87 North, Range 47, West of the 5th P.M., Woodbury County, Iowa; thence southwesterly parallel to and approximately 10 feet easterly and southerly from the high bank of the old lake shore to a point 1,841 feet west and 200 feet north of the southeast corner of the Northeast Quarter (NE ¼) of Section 19; thence west parallel to and 200 feet north from the south line of the Northeast Quarter (NE ¼) of Section 19, 865.7 feet to a point 200 feet north from the southwest corner of the Northeast Quarter (NE ¼) of Section 19; thence north along the west line of the Northeast Quarter (NE ¼) of Section 19 to the northwest corner of the Northeast Quarter (NE ¼) of Section 19; thence southeasterly on a straight line to the point of beginning.

And Except

The West 150 feet of the North 75 feet of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 18, Township 87 North, Range 47 West of the 5th Principal Meridian, Woodbury County, Iowa, together with a non-exclusive right in perpetuity of ingress to and egress from said premises over a presently existing road or a future substituted road across adjacent lands of the grantor. Parcel being 0.26 acres.

EXHIBIT A.

Also Includes

That portion of the southeast quarter of the southeast quarter (SE ¼, SE ¼) of Section eighteen (Sec. 18), Township eighty-seven north (T87N), Range forty-seven west (R47W) of the 5th P.M., Woodbury County, Iowa, lying east of the Chicago and Northwestern Railroad right-of-way, described as follows:

Beginning at the southeast corner of said Sec. 18; thence South 79°56'36" West on the south line of the southeast quarter (SE ¼) of said Sec. 18, for a distance of 521.99 feet to the intersection with the east line of said railroad right-of-way; thence northwesterly along said right-of-way, on a non-tangent curve concave westerly, having a radius of 2292.38 feet for a distance of 1373.05 feet, said curve having a chord bearing of North 21°12'31" West with a distance of 1352.62 feet to the intersection of the north line of the SE ¼, SE ¼ of said Sec. 18; thence North 80°08'11" East on said north line for a distance of 1018.36 feet to the northeast corner of the SE ¼, SE ¼ of said Sec. 18; thence South 00°00'00" West on the east line of the SE ¼ of said Sec. 18 for a distance of 1344.30 feet to the point of beginning, containing 21.31 acres, 1.02 of which are reserved as public right-of-way for Port Neal Road.

Also subject to any easements of record.

The east line of the SE ¼ of said Sec. 18 is assumed to bear South 00°00'00" West to conform to previous survey by others.

And Includes

The E ½ of the SW ¼ of Section 18, Township 87 North, Range 47, West of the 5th P.M.

And all of Port Neal Road right of way beginning at the NE corner of the SE ¼ of 18-87-47 thence south to a point that is 200 feet north of the SE corner of the NE ¼ of 19-87-47.

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

Date: 12/15/16 Weekly Agenda Date: 12/20/16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, RED Director

WORDING FOR AGENDA ITEM:
 Resolution Approving 2016 Amendment to Agreement Between Woodbury County and the City of Sergeant Bluff

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Board will discuss and take action on approving a resolution to amend an existing agreement between Woodbury County and the City of Sergeant Bluff, Iowa, (also referred to as the "Dogwood Trail Development Agreement") and authorize the Chairman to sign the document.

BACKGROUND:

The Board of Supervisors and the City of Sergeant Bluff previously approved and entered into the Dogwood Trail Development Agreement on May 12th, 2015, for the construction and financing of a project in the City known as Dogwood Trail. In accordance with the Agreement, the City has constructed the Project and the County has issued its Urban Renewal Tax Increment Revenue Bond in order to provide financing for the Project. The Agreement established a relationship between the County and the City with respect to the allocation of incremental property taxes generated in connection with the Project area, however, the City has requested the County to consider amending the Agreement in order to offer tax incentives within the Project area.

It has been determined that it would be beneficial to both the County and the City to amend paragraph 15 of the Agreement to more clearly set out the process by which those incremental property taxes will be divided and paid for between the County and the City. An amendment to the Agreement has been prepared (see attached materials).

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Approve the Resolution for the 2016 Amendment to Agreement Between Woodbury County and the City of Sergeant Bluff.

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve the Resolution for the 2016 Amendment to Agreement Between Woodbury County and the City of Sergeant Bluff.

RESOLUTION NO. _____

Approving 2016 Amendment to Agreement Between Woodbury
County and the City of Sergeant Bluff

WHEREAS, the Board of Supervisors of Woodbury County, Iowa (the "County") and the City Council of the City of Sergeant Bluff (the "City") previously approved and entered into an agreement (the "Agreement") entitled "Agreement Between Woodbury County and the City of Sergeant Bluff," dated the 12th day of May, 2015, related to the construction and financing of a project in the City known as Dogwood Trail (the "Project"); and

WHEREAS, in accordance with the Agreement, the City has constructed the Project and the County has issued its Urban Renewal Tax Increment Revenue Bond in order to provide financing for the Project; and

WHEREAS, the Agreement establishes a relationship between the County and the City with respect to the allocation of incremental property taxes generated in connection with the Project; and

WHEREAS, it has been determined that it would be beneficial to both the County and the City to amend paragraph 15 of the Agreement to more clearly set out the process by which those incremental property taxes will be divided between the County and the City; and

WHEREAS, an amendment to the Agreement has been prepared, which is attached hereto as Exhibit A;

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

Section 1. The Amendment to the Agreement attached hereto is hereby incorporated into this Resolution and is hereby approved. The language of the Amendment is hereby substituted in place of paragraph 15 of the original Agreement and shall be effective as of the date of this Resolution.

Section 2. All resolutions or parts thereof in conflict with this Resolution are hereby repealed.

Passed and approved December _____, 2016.

Chairperson, Board of Supervisors

Attest:

County Auditor

EXHIBIT A

2016 Amendment to Agreement Between Woodbury County and the City of Sergeant Bluff

The County and the City agree that incremental property tax revenues that are generated from the Project Property should be shared equally between the County and the City throughout the 20-year life of the County/City Urban Renewal Area, or until such time as the County has received reimbursement from the City for the total amount of principal payments made by the County on the Dogwood Trail portion of the TIF Bond, and the City has paid to the County the total amount of interest payments due on the Dogwood Trail portion of the TIF Bond.

Using any funding source they choose, the City agrees to pay the County the total amount of each semi-annual interest payment due on the Dogwood Trail portion of the TIF Bond no later than 10 days prior to each scheduled payment date according to the Dogwood Trail portion of the TIF Bond principal and interest payment schedule (see Dogwood Trail-TIF Bond Principal & Interest Payment Schedule, Exhibit B).

Using the City's available share of the incremental property tax revenues that are projected to become available from the Project Property in a given year, the City agrees to apply their available amount as payment to the County for the annual principal payment due on the Dogwood Trail portion of the TIF Bond no later than 10 days prior to each scheduled payment date according to the Dogwood Trail portion of the TIF Bond principal and interest payment schedule (see Dogwood Trail-TIF Bond Principal & Interest Payment Schedule, Exhibit B).

In the event that no incremental property tax revenues are generated within the Project Property in a given year, or the City's available amount does not cover the total amount of the annual principal payment due on the Dogwood Trail portion of the TIF Bond, the County will pay the applicable annual principal payment amount due; however, the total amount of the annual principal payment not paid by the City will be carried forward to the next annual principal payment date according to the Dogwood Trail portion of the TIF Bond principal and interest payment schedule (see Dogwood Trail-TIF Bond Principal & Interest Payment Schedule, Exhibit B), and that balance of the total principal amount will be owed to the County.

The City agrees that it will not provide tax abatements during the life of the agreement. The City also agrees to certify to the Woodbury County Auditor debt only in the amount of the City's share of the incremental property tax revenues that are projected to become available from the Project Property in a given year to provide property tax rebates for their share of new incremental value under the agreed upon schedules (see City of Sergeant Bluff – Dogwood Trail Tax Rebate Incentive Schedules, Exhibit C).

Nothing shall preclude the City from requesting the County to consider on a case by case basis, deviating from the aforementioned language about tax incentives and debt certification. Should the County and the City come to an agreement on such a deviation, the County and the City shall enter into a separate written agreement and approve such changes by a formal resolution from each respective governmental body.

EXHIBIT A

The City agrees to work diligently and responsibly and exhaust its best and good faith efforts with respect to all aspects of the sale and development of certain real property within the Project Area throughout the life of this Agreement. In the event that the County has not been fully reimbursed by the City for the total amount of principal paid by the County on the Dogwood Trail portion of the TIF Bond at the end of the 20-year life of the County/City Consolidated Urban Renewal Area, the County agrees to forgive the City for the remaining principal balance.

EXHIBIT B

Dogwood Trail-TIF Bond Principal & Interest Payment Schedule

Interest Rate	Fiscal Year	Outstanding Principal	Principal (Dec 1st)	Interest (Jun 1st and Dec 1st)	Principal + Interest
1.50%	17	801,677		6,013	
				6,013	12,026
				12,026	
1.50%	18	801,677		6,013	
				6,013	12,026
				12,026	
1.50%	19	801,677		6,013	
			98,700	6,013	110,726
				12,026	
1.60%	20	702,977		5,624	
			176,250	5,624	187,498
				11,248	
1.80%	21	526,727		4,740	
			176,250	4,740	185,730
				9,480	
2.00%	22	350,477		3,505	
			176,250	3,505	183,260
				7,010	
2.20%	23	174,227		1,916	
			174,227	1,916	178,060
				3,833	
			801,677	67,649	869,326

EXHIBIT C

City of Sergeant Bluff – Dogwood Trail Tax Rebate Incentive Schedules

Option 1: 10 Year Graduated Tax Rebate Incentive Schedule

Year	Tax Rebate Amount
1	80%
2	70%
3	60%
4	50%
5	40%
6	40%
7	30%
8	30%
9	20%
10	20%

Option 2: 3 Year 100% Tax Rebate Schedule

Year	Tax Rebate Amount
1	100%
2	100%
3	100%

AGREEMENT BETWEEN WOODBURY COUNTY AND THE CITY OF
SERGEANT BLUFF, IOWA

This Agreement is entered into on this 10th day of May, 2015 by and between Woodbury County, Iowa, hereafter referred to as "County", and the City of Sergeant Bluff, Iowa, hereafter referred to as "City", pursuant to Section 331.429(2) of the Code of Iowa.

The parties to this Agreement hereby agree as follows:

1. The City has received bids and awarded a contract to DA Davis Co., Inc. for a project designated as Dogwood Trail, hereafter referred to as the "Project". The Project involves the construction of a new 24 feet wide PCC pavement section, approximately 3,600 feet long, known as "Segment 1". Segment 1 will connect the intersection of South Lewis Boulevard/K45 and 220 Street west to Port Neal Road at a point 850 feet easterly of I-29. Segment 1 is being partially funded with an Iowa DOT RISE grant. The Project also includes a County Secondary Roads funded 850 feet of PCC overlay between the west end of Dogwood Trail and the east end of the I-29 bridge approach, known as "Segment 2". The Project has been assigned the new Farm to Market connection through Sergeant Bluff and will replace the former route along Port Neal Road.
2. The City will be the administrating and contracting authority for this Project. All rights of the County under the construction contract within the corporate limits of the City shall inure to the benefit of the County as if it was also the contracting authority, except for any penalty that may be assessed the Contractor due to late performance of the contract work.
3. The City's Consultant Engineer, VEENSTRA & KIMM, INC., shall be responsible for all office and field engineering services in connection with Project. The Project shall be constructed in accordance with the standards of the Iowa Department of Transportation and Iowa SUDAS. The City's Consultant Engineer shall inspect for compliance of said standards and requirements. The County shall enter into a separate agreement with the City's Consultant Engineer for design services of Segment 2.
4. Each party is responsible for liability occurring as a result of its own acts or omissions in performing its obligations under this agreement. The City shall protect, indemnify, defend, and hold harmless the County for acts or omissions of the City, its officers, employees, and agents with respect to the obligations of the City under this agreement. The County shall protect, indemnify, defend, and hold harmless the City for acts or omissions of the County, its officers, employees, and agents with respect to the obligations of the County under this agreement.
5. The City shall be responsible for procuring all permits and approvals that are necessary to construct this project.
6. The City shall be responsible for signing within the limits of this Project and shall properly place all necessary advance warning signs.

7. At the time that construction of the Project is completed and upon written notice of completion by the City, the County shall conduct its own inspection and report any perceived problems to the Sergeant Bluff City Administrator within ten (10) days of receiving notice.
8. Upon final acceptance of the Project, continuing maintenance on the road within the corporate limits will be in compliance with the Chapter 28E agreement, dated July 6, 2004 and signed by the City and County.
9. The County agrees to make financial contribution to Segment 1, based on the proposed cost share percentages listed in the table below, up to a maximum cost of \$801,677.

Item	Project	County Share %	County Share	City Share
Planning	\$18,800	0	\$0	\$18,800
Street Work	\$2,128,168	25	\$532,042	\$1,596,126
Water & Sewer	\$625,000	25	\$156,250	\$468,750
Land Purchase	\$226,770	50	\$113,385	\$113,385
PROJECT TOTAL	\$2,998,738		\$801,677	\$2,197,061

10. The County agrees to reimburse the City for 100% of the costs for Segment 2. Payment shall be issued concurrently with pay estimates received by the City.
11. The County agrees to undertake the procedures that are required by the urban renewal law of the State of Iowa (Chapter 403 of the Code of Iowa) to add the land on which the Project will be located, as well as property that abuts that land (all of which to be known as the "Project Property"), to the legal description of the property that is included within the County's Liberty Park Urban Renewal Area. The City agrees to provide a legal description of the Project Property.
12. The City agrees to undertake the procedures that are required by the annexation laws of the State of Iowa (Chapter 368 of the Code of Iowa) to annex all of the Project Property and to undertake the procedures that are required by the urban renewal law of the State of Iowa to add the Project Property to the legal description of the property that is included within the City's Sergeant Bluff Consolidated Urban Renewal Area.
13. The County and the City agree that, in addition to amending the County and City urban renewal areas to add the Project Property, the Project Property shall be added to the tax increment ordinance that exists for the Liberty Park Urban Renewal Area and to the tax increment ordinance that exists for the Sergeant Bluff Consolidated Urban Renewal Area.

14. In order to finance the payments that are required to be made by the County under this Agreement, the County intends to issue a tax increment revenue bond (the "TIF Bond") that will be payable from incremental property tax revenues generated within the Liberty Park Urban Renewal Area, as well as from incremental property tax revenues generated from the Project Property. The TIF Bond will be issued on such terms as may be determined by the County, but the County and City acknowledge that, if there are not sufficient incremental property tax revenues available from the Project Property, payments on the TIF Bond will be made from incremental property tax revenues produced from other properties located in the Liberty Park Urban Renewal Area.
15. The County and the City agree that incremental property tax revenues that are generated from the Project Property should be shared equally between the County and the City, until such time as the County has received reimbursement for the total amount of principal and interest payments made by the County on the TIF Bond. However, the County and the City also agree that 100% of such incremental property tax revenues from the Project Property should be made available solely to the County until the County has been fully reimbursed for that portion of the TIF Bond that is attributable to capitalized interest that will be paid on the TIF Bond. The City agrees that it will not certify to the Woodbury County Auditor any amount of debt that may be eligible to be paid from incremental property tax revenues generated from the Project Property until the City has received notification from the County that the County has received full reimbursement for such capitalized interest amount. Thereafter, the County may certify the remaining amount of principal and interest due on the TIF Bond as debt that is eligible to be paid from incremental property tax revenues from the Project Property equal to 50% of the total amount of such TIF revenues that are projected to become available in a given fiscal year, until such time as the County has received reimbursement for the total amount of principal and interest payments made by the County on the TIF Bond, and the City may certify debt incurred within the City's Consolidated Urban Renewal Area that is eligible to be paid from incremental property tax revenues from the Project Property equal to 50% of the total amount of such TIF revenues that are projected to become available in a given year.
16. The terms of this agreement shall be in perpetuity or until such time as the obligations contained in this Agreement are fully complied with.
17. The City does not waive any right or remedy which may be available to recover money due under this agreement. Upon material breach of the terms of this Agreement by the County and after giving the County reasonable notice and opportunity to cure the breach, the City may initiate any action or procedure to protect its interests.
18. The Agreement may be amended from time to time by written agreement of both parties.

WOODBURY COUNTY

Markel Mowser
(Name), Chairperson, Board of Supervisors

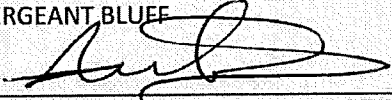
8-25-15
Date

I hereby certify that the above and foregoing agreement was duly and legally approved by the Board of Supervisors of Woodbury County, Iowa, and the Chairperson was authorized to execute the agreement on the 12 day of MAY, 2015

Patrick Gill
Patrick Gill, County Auditor

8-25-15
Date

CITY OF SERGEANT BLUFF

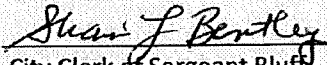


Jon Winkel, Mayor, City of Sergeant Bluff

8/25/15
Date

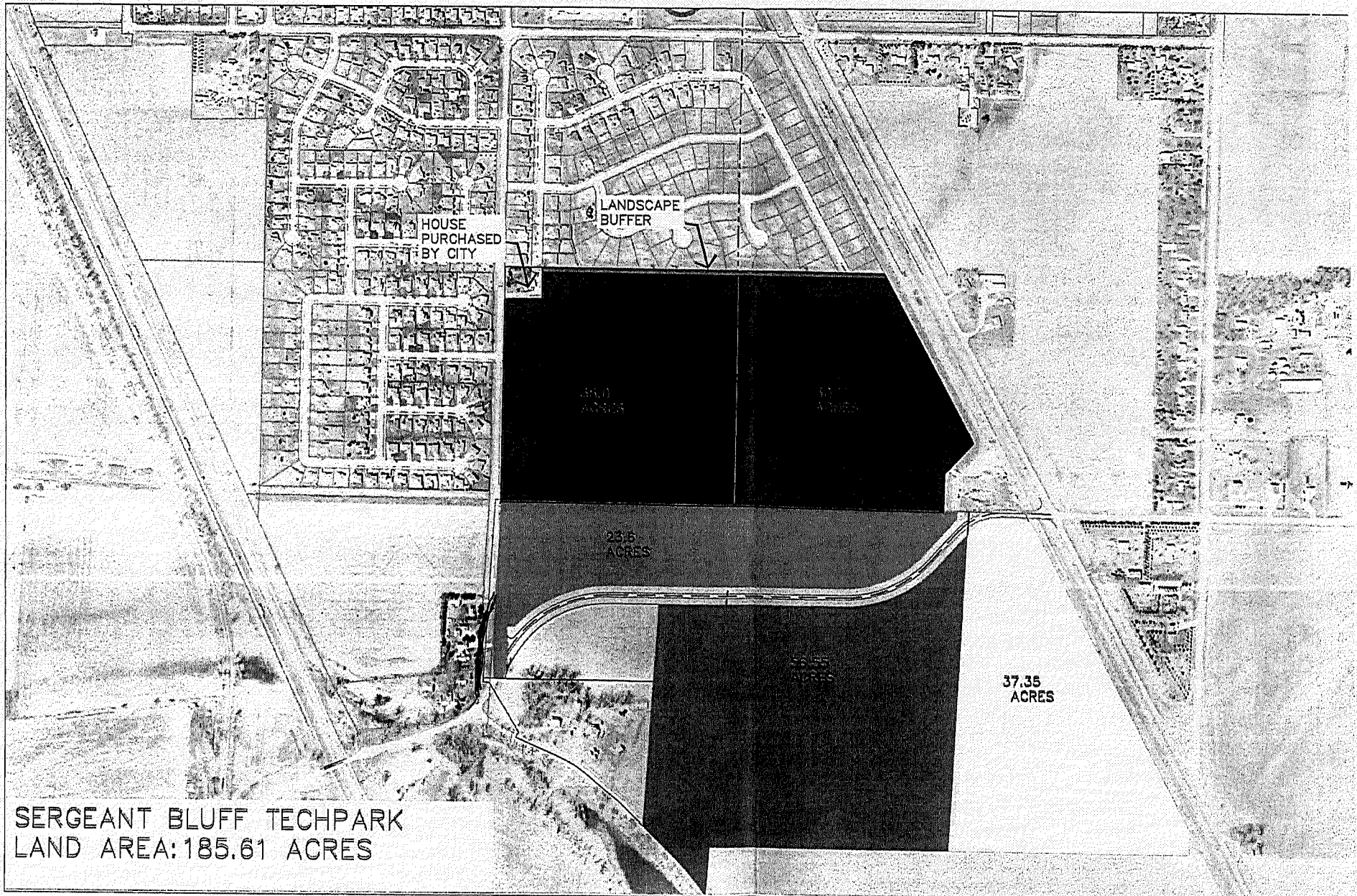
I, Shari L. Bentley, certify that I am the Clerk of the CITY, and that Jon Winkel

Who signed said Agreement for and on behalf of the CITY was authorized to execute the same by virtue of a formal Resolution passed and adopted by the CITY, on the 12th day of May, 2015.



City Clerk of Sergeant Bluff

08/25/15
Date



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

#10a

Date: 12/15/2016

Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director

WORDING FOR AGENDA ITEM:

Request for the consideration and approval for Woodbury County Emergency Services to purchase ESO Solutions data collection software; to be utilized by all of the rural Woodbury County EMS Services.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County Emergency Services is requesting the Woodbury County Board's consideration to approve the purchase of ESO Solutions Software for the Emergency Services Department and all of the 15 rural EMS ambulance services that provide emergent care in Woodbury County and surrounding areas. This software is beneficial for the county responders and citizens in multiple ways, for the EMS Responders this software would provide the data collection software tool ensuring all have the tool available to be in compliance with the Iowa Department of Public Health, Bureau of Trauma Services (IDPH BETS) data collection guidelines, which are implementing on 12/31/2016. In addition this software would allow data to be imported on scene and in route to and from EMS calls. This would allow authorized users for example, other EMS providers, emergency room physicians, surgeons Medical Directors to have access to the run report in ESO data base for the most effective patient care and after care and training. The ESO Software purchased and shared with the EMS services it eliminates a financial hardships on the volunteer services. With rural Woodbury EMS utilizing the same data collection software tool, also being used currently by Siouxland Paramedics for their reporting, it will allow authorized users to gather data as for valuable reporting and trending purposes; which would provide a powerful vehicle in seeking competitive grant funding with other regions and larger counties.

BACKGROUND:

This motion provides an opportunity to advance with the current available technology in EMS reporting. This motion has the support of the Woodbury County Emergency Medical Services Association which has the representation of all the rural EMS services, Siouxland Paramedics, Sioux City Fire Department, 185th Air Refueling Wing National Air Guard, Mercy Medical Center, St. Luke's.

All of the rural EMS services have a mutual aid agreement with Woodbury County Emergency Services when they are in need of Basic Life Saving (BLS) and Advanced Life Saving (ALS) care. Woodbury County Emergency Services does not charge the services for tiered assist calls where only BLS care is needed. However, when Woodbury County Emergency Services response is needed at an ALS level and the officer on duty uses any of the ALS medications the services receive a flat response charge of \$200.00 for those skills. If the squad does not receive payment from the patient, Emergency Service does not collect. Woodbury County Emergency Services and majority of the rural services utilize Physicians Claims Company (PCC) for their billing and other billing requirements for 10% of what they collect. They are able to work with insurance companies as far as status on payments and other Medicaid/Medicare requirements.

Historically, when the IDPH BETS requires the EMS data to be collected it is input manually, which is very time consuming and at times difficult. Once the data is delivered to the IDPH BETS the data is seldom if ever given back to the providers as a tool to enhance EMS and trainings at the local level. This purchase of the ESO Solutions software would be a win win. EMS in rural Woodbury County would have the newest technology to complete reports in real time, share information with authorized users. The cost of Woodbury County purchasing the ESO Software with all of the options is much more cost effective than each EMS Services purchasing the software individually.

FINANCIAL IMPACT:

The cost to purchase the complete ESO Software package is \$8,075.00. Included in this price is a one time Training Travel Cost of \$1,500.00 and one time Training Fee of \$995.00. The estimated reoccurring annual fee for ESO is \$5,580.00.

This purchase would provide access to the data collection tool for fifteen EMS Services, including Woodbury County Emergency Services.

The proposal is, with the support of the Woodbury County Emergency Medical Services Association, to utilize the revenue from the funds collected by Woodbury County Emergency Services from the rural EMS Squads for tiered ALS calls. The income has and will continue to off set the cost of some of the medical supplies above what is budgeted at \$3,300.00. However, with the additional FT-Operational Officer with a Paramedic skill level and working 7am-7pm Monday-Friday and Monday-Thursday every other week has resulted in an sizable increase in the revenue collected. Call volumes have remained steady for the last three years.

With the FY18 Budget Woodbury County Emergency Services has requested an additional 2 FT-Operational Officers at Paramedic skill level, which if also approved would only increase the number of ALS Tiered responses.

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:

Woodbury County Emergency Services recommends the Woodbury County Board of Supervisors make the motion to allow the purchase of the ESO Solutions software using the income from the rural EMS Squads for payment of tiered Advanced Life Support (ALS) calls to Woodbury County Emergency Services. This data collection tool would provide all of the fifteen EMS Services the tool to meet the Iowa Department of Public Health, Bureau of Trauma Services on-line reporting requirements by authorized users, while also providing Woodbury County responders access to our own effective emergency response data.

ACTION REQUIRED / PROPOSED MOTION:

Woodbury County Board of Supervisors make the motion to allow the purchase of the ESO Solutions software using the income from the rural EMS Squads for payment of tiered Advanced Life Support (ALS) calls to Woodbury County Emergency Services. This data collection tool would provide all of the fifteen EMS Services the tool to meet the Iowa Department of Public Health, Bureau of Trauma Services on-line reporting requirements by authorized users, and providing data to Woodbury County responders.

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

#10b

Date: 12/15/2016

Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director

WORDING FOR AGENDA ITEM:

Requesting approval and signature for the Region IV planned rate increase to the amendment of the Agreement for the Provision of Hazardous Materials Response Services.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Seeking the Woodbury County Board of Supervisors approval of and signature on the Third Amendment to the Region IV Hazardous Materials Response Services between the city of Sioux City, IA and Region IV.

BACKGROUND:

Hazmat Regions 3 and Region 4 discussed why Woodbury County does not pay per capita on the Sioux City residents. The original thought was that the residents of Sioux City contribute a substantial amount through taxes to support the Fire Department and the efforts of the Regional Hazardous Materials (HazMat) Team. It was agreed that Region IV would transition to per capita charges for all residents to ensure contributions are consistent throughout the entire region.

FINANCIAL IMPACT:

The first payment under this amendment will be due and payable in October 2017. The Base Charge shall be determined by multiplying the population of the region according to the 2015 estimated census for Region IV by ninety cents (\$.90). This amount shall be charged for fiscal years ending June 30, 2018 and June 30, 2019.

Per capita charges for fiscal years ending June 30, 2020 and June 30, 2021 will be increased to ninety-five cents (\$.95).

Per capita charges for fiscal years ending June 30, 2022 will be increased to one dollar (\$1.00) and based on the US Census Bureau statistics for 2020. This amount shall be charged for HazMat services for fiscal year ending June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026.

In the October 2026 and April 2027 billing for Hazmat services, the per capita payments will be adjusted based on the estimated U.S. Census Bureau population data for 2025.

This agreement shall remain in effect until June 30, 2027 unless modified by the mutual agreement before that date.

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:

Woodbury County Emergency Services recommends the Woodbury County Board of Supervisors approve and sign the Third Amendment to the Agreement for the Provision of Hazardous Materials Response Services between the City of Sioux City, Iowa and Region IV Under Chapter 28E, Code of Iowa documenting the transition of the rate increase to per capita based on population.

ACTION REQUIRED / PROPOSED MOTION:

The Woodbury County Board of Supervisors approve and sign the Third Amendment to the Agreement for the Provision of Hazardous Materials Response Services between the City of Sioux City, Iowa and Region IV Under Chapter 28E, Code of Iowa documenting the transition of the rate increase to per capita based on population.

THIRD AMENDMENT TO THE AGREEMENT
FOR THE PROVISION OF HAZARDOUS MATERIALS
RESPONSE SERVICES BETWEEN THE CITY OF SIOUX CITY, IOWA
AND REGION IV UNDER CHAPTER 28E, CODE OF IOWA

This Third Amendment to the Agreement for the Provision of Hazardous Materials Response Services is made and entered into on _____ by and between the City of Sioux City, Iowa, (hereinafter referred to as "City") and Region IV Hazardous Materials Response Commission, (hereinafter referred to as "Region IV").

RECITALS

WHEREAS, the City and Region IV entered into an Agreement for the Provision of Hazardous Materials Response Services on March 17, 1997, pursuant to Resolution No. 97/U-5249, (hereinafter referred to as "Agreement"), which Agreement was subsequently amended on January 22, 2001, pursuant to Resolution No. 2001-0051, and July 9, 2007, pursuant to Resolution No. 2007-0579; and

WHEREAS, the Parties desire to further amend said Agreement.

NOW, THEREFORE, IT IS AGREED that the Agreement is further amended as follows:

1. Paragraph 6, PAYMENT OR REIMBURSEMENT OF COSTS, subsection (a) is amended to read as follows:
 - (a) **Base Charge:** Region IV shall pay to the City an annual Base Charge which amount shall be due and payable in two equal amounts during the months of April and October of each fiscal year this agreement is in effect. The payments are delinquent after the 30th day of the month. The first payment under this amendment shall be due and payable in October, 2017. The Base Charge shall be determined by multiplying the population of the region according to the 2015 estimated census for Region IV by ninety cents (\$.90). This amount shall be the charge for HazMat services for fiscal years ending June 30, 2018 and June 30, 2019. Per capita charges for fiscal years ending June 30, 2020 and June 30, 2021 will be increased to ninety-five cents (\$.95). Per capita charges for fiscal year ending June 30, 2022 will increase to one dollar (\$1.00) and be based on the US Census Bureau statistics for 2020. This amount shall be charged for HazMat services for fiscal years ending June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026. In the October 2026 and April 2027 billing for HazMat services, the per capita payments will be adjusted based on the estimated U.S. Census Bureau population data for 2025. This agreement shall remain in effect until June 30, 2027 unless modified by mutual agreement before that date.

2. Paragraph 6, PAYMENT OR REIMBURSEMENT OF COSTS, subsection (b) is amended to read as follows:
 - (b) **Response Costs:** In addition to payment of the Base Charge, each county in Region IV shall pay for response costs only in the event that no responsible party is found. In these cases of orphan spills, each county in

Region IV will be charged only for materials consumed in the response. Payment of the Response Costs shall be due and payable within thirty (30) days after receipt by the benefited county in Region IV of an invoice from the City.

In cases of spills where a responsible party is identified, City will direct bill the responsible party based on the actual time spent in responding to each incident, and shall be determined by reference to the hourly charges for response services set forth in Exhibit "B" attached hereto and by this reference made a part hereof. Payment of the Response Costs shall be due and payable within thirty (30) days after receipt by the responsible party of an invoice from the City.

The City may adjust the schedule of hourly charge shown on Exhibit "B" at any time during this Agreement in order to reflect increased costs of employees and supplies.

3. Paragraph 9, INSURANCE AND INDEMNIFICATION, subsection (a) as amended by the Second Amendment is further amended by replacing the Attachment "C" with a new Attachment "C", a copy of which is attached to this amendment.
4. Paragraph 11, EFFECTIVE PERIOD, is amended to read as follows:
 11. EFFECTIVE PERIOD: This Agreement, unless terminated as stated below, shall be in full force and effect for the period of time beginning with the date of execution of this Agreement and ending June 30, 2027. Either party may request a review of the terms and provisions of Paragraph 6 of this Agreement. Request for a review shall be in writing and include any requested language changes. If the parties are unable to agree on requested changes, this Agreement may be terminated by either party effective July 1, 2027.
5. Paragraph 17, TRAINING AND EXERCISES, is amended to read as follows:
 17. TRAINING AND EXERCISES: Sioux City Fire Rescue Regional HazMat Team will provide up to three (3) four (4) hour sessions to each county in Region IV per year, if requested. Said sessions could be in the nature of a refresher class, an exercise, or a demonstration of a decontamination line.
6. In all other respects, the Agreement shall remain in full force and effect. In the event of any conflicts between the Third Amendment and any prior amendments, this Third Amendment shall prevail.

Attest: CITY OF SIOUX CITY, IOWA

By: _____ By: _____
Lisa L. McCardle Robert E. Scott
City Clerk Mayor

Address: City of Sioux City, Iowa Date: _____
P.O. Box 447
Sioux City, Iowa 51102

Attest:

REGION IV HAZARDOUS MATERIAL
RESPONSE COMMISSION

By:

By:

[Print Name Here]

[Print Name Here]

Title:

Title:

[Print Title Here]

[Print Title Here]

Address:

SIMPCO
507 7th Street, Suite 447
Sioux City, Iowa 51102

Date:



EXHIBIT "B"

SCHEDULE OF REGIONAL RESPONSE CHARGES

The Initial Response Charges include 1 Hazmat Rig and 6 Technicians with one of the Technicians being the rank of Lieutenant or above. All charges set out below incur from the time and location of dispatch.

Payment of the response charges to the City of Sioux City is the responsibility of the Responsible Party. They will be due within 30 days of receipt of the billing.

Initial Response Charges (1 Hazmat Rig 6 Technicians)

\$850 per hour for the first 3 hours for a total of \$2,550

Each additional hour will be at a rate of \$450 per hour.

Each additional quarter hour will be at the rate of \$112.50

Charges For Additional Equipment And Personnel

Additional Personnel \$100.00 per man hour.

Each additional Fire Rig or Mobile Command \$350 per hour (utilized)

\$175 per hour (standby)

Assistant Chiefs Car or Mechanics Pickup \$100 per hour

SCFD Air Trailer \$100 per hour

Ambulance Should be supplied by the area where the incident occurs. If this service is arranged for by the SCFD the response charges will be the current market prices of the EMS service responding.

Mileage of \$4.00 per mile for Hazmat Rigs, Fire Apparatus, and Mobile Command

Mileage of \$1.00 per mile for Cars or Pickups.

Supplies used during the response will be billed at the current market price plus a 15% restocking fee.

"Exhibit C"

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

SCHEDULE OF COVERAGE - CAREER

Policy Number: CFP-5516-0090E-1

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: SIOUX CITY FIRE DEPARTMENT HAZMAT
(Name and Address) PO BOX 447
SIOUX CITY, IA 51102

Policy Effective Date: 7/1/2016 Term: 1 Year

Policy Termination Date: 7/1/2017 Premium: \$13,183

This Schedule of Coverage provides only those benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by the word "none" are not provided under this policy.

PART COVERAGE

I. Loss of Life Benefits

A. Accidental Death Benefits	
(1) Accidental Death Benefit Amount	\$150,000
(2) Seat Belt Benefit Amount	\$37,500
(3) Safety Vest Benefit Amount.....	\$37,500
(4) Military Death Benefit Amount	\$15,000
B. Illness Loss of Life Benefit Amount	\$150,000
C. Dependent Child and Education Benefit Amount.....	\$30,000
D. Spousal Support and Education Benefit Amount	\$15,000
E. Memorial Benefit Amount.....	\$5,000
F. Dependent Elder Benefit Amount	\$5,000
G. Repatriation Benefit Amount	\$2,500

II. Lump Sum Living Benefits

A. Accidental Dismemberment and Paralysis Benefit Principal Sum.....	\$150,000
B. Vision Impairment Benefit Principal Sum	\$150,000
C. Injury Permanent Impairment Benefit Principal Sum.....	\$150,000
D. Heart Permanent Impairment Benefit Principal Sum.....	\$150,000
E. Illness Permanent Impairment Benefit Principal Sum	\$150,000
F. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum	\$150,000
G. HIV Positive Lump Sum Living Benefit Principal Sum.....	\$150,000

- III. **Weekly Income Benefits**
 - A. **Total Disability Benefits**
 - (1) Total Disability Weekly Amount (first 28 days)\$300
 - (2) Total Disability Maximum Weekly Amount (after 28 days).....\$900
 - (3) Total Disability Minimum Weekly Amount.....\$75
 - B. **Partial Disability Benefits**
 - (1) Partial Disability Weekly Amount (first 28 days)\$150
 - (2) Partial Disability Maximum Weekly Amount (after 28 days).....\$450
 - (3) Partial Disability Minimum Weekly Amount\$38
 - C. **Disability Benefits General**
- IV. **Occupational Retraining Benefit Maximum Amount**\$20,000
- V. **Medical Expense Benefits**
 - A. **Medical Expense Benefit Maximum Amount**.....\$50,000
 - Medical Expense Benefit Options**
 - (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits
 - (2) Primary Medical Expense Benefit.....
 - B. **Cosmetic Plastic Surgery Maximum Amount**.....\$25,000
 - C. **Post-Traumatic Stress Disorder Maximum Amount**\$25,000
 - D. **Critical Incident Stress Management Maximum Amount**\$25,000
 - E. **Family Expense Benefit Amount (per day)**.....\$100
 - F. **Family Bereavement and Trauma Counseling Benefit Amount (per person)**\$1,000
- VI. **Felonious Assault Benefit Amount**.....\$75,000
- VII. **Home Alteration and Vehicle Modification Benefit Maximum Amount**\$50,000
- VIII. **Optional Benefits**
 - A. **Weekly Hospital Benefit Amount**..... NONE
 - B. **First Week Total Disability Benefit Amount** NONE
 - C. **Coordinated 28 Day Total Disability Benefit Amount** NONE
 - D. **24-Hour Accident Benefit Amount**..... NONE
 - E. **Off-Duty Accident Benefit Amount**..... NONE

SCHEDULE OF FORMS AND RIDERS

POLICY FORMS ATTACHED AT ISSUANCE:

V50001NUFIC	Schedule of Coverage - Career
V50005NUFIC	Blanket Accident and Sickness Insurance Policy – Career Members
V50006NUFIC	Policy Amendment Rider
89644 (06/13)	Economic Sanctions Endorsement

V50001NUFIC

3

VFIS

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

#11a

Date: 12/15/2016 Weekly Agenda Date: 12/20/2016

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

WORDING FOR AGENDA ITEM:

Consider a resolution setting new bridge embargoes

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county engineer's office has completed required inspections of county bridges for 2016. The consultant has recommended load restrictions on some bridges due to deterioration.

BACKGROUND:

Annually we inspect about 180 of the 300 bridges in Woodbury County. Some bridges are determined during the inspection to have structural deterioration or features that do not allow a given bridge to carry a legal truck load. Based on structural capacity calculations, the safe load capacity of the bridge is determined and it is posted accordingly.

FINANCIAL IMPACT:

The cost of posting the bridge load limit is approximately \$250 for signs and installation labor. Posting does by time by keeping the bridge in service until such time as the county can afford to replace it.

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:

I recommend that the Board establish load limits as outlined on the attached bridge embargo resolution.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution setting load restrictions on listed bridges in Woodbury County.

**WOODBURY COUNTY
BRIDGE EMBARGO RESOLUTION**

RESOLUTION NO. _____

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the Woodbury County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below, require revision to their current load ratings,

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that the following vehicle and load limit be established and that signs be placed advising of the permissible maximum weights thereof on the bridge listed herein.

<u>Bridge No.</u>	<u>FHWA No.</u>	<u>Section Township Range</u>	<u>Posted Limit</u>
B-213	354770	13-89-43	25, 39, 40 tons
C-27	354970	10-89-44	25, 40, 40 tons
C-274	354750	7-89-43	6 tons
D-156	355158	26-89-45	15 tons
E-66	355250	13-89-46	3 tons
E-229-1	355450	35-89-46	28, 40, 40 tons
H-181	353810	24-88-45	10 tons
H-266	353910	26-88-45	3 tons
K-19	353170	10-88-43	3 tons
L-1	< 20 feet	1-88-42	10 tons
L-78	353040	25-88-42	3 tons
M-208	< 20 feet	32-87-42	3 tons
N-206	< 20 feet	23-87-43	6 tons
Q-10	352490	3-87-46	3 tons
U-138	350910	1-86-45	3 tons
W-107	350620	26-86-43	3 tons

Passed and approved this 20th day of December, 2016.

Recommended:

Chairperson
Woodbury County Board of Supervisors

Mark J. Nagra, P.E.
Woodbury County Engineer

Attest:

Patrick Gill
Woodbury County Auditor

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

#11b

Date: 12/15/2016 Weekly Agenda Date: 12/20/2016

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

WORDING FOR AGENDA ITEM:

Consider approval of a permit to work in the right of way and a tile crossing permit

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

EXECUTIVE SUMMARY:

Travis Osborne has requested a permit to work in the right of way and a tile crossing permit to allow placement of a cross road culvert.

BACKGROUND:

The Board of Supervisors under chapter 318 of the Code of Iowa has the authority to issue permits to work in the right of way. The county also must provide an outlet for field tile from fields adjacent to the road (chapter 468 of the Code of Iowa). When no outlet is available in the ditch, the county provides an underground tile crossing. Administrative approval was given due to late date.

FINANCIAL IMPACT:

This is approximately a \$2500 expense from the Secondary Road fund. We budget for this type of work annually.

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

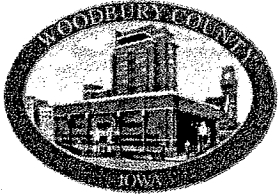
Yes No

RECOMMENDATION:

Recommend approval of the permit to work in the right of way and tile crossing permit for Travis Osborne

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way and tile crossing permit for Travis Osborne.



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT

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

Name of Permittee: Travis Osborne Phone No.: 712-253-8408

Mailing Address: 3334 195TH Street Anthon IA 51004

Township: Union Section: 17 and 20

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

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

Boring a 6" PVC pipe from section 17 to section 20 for a tile line

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

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

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

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

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

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

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: Travis Osborne

(Name of Individual or Company)

Address: 3334 195th Street Anthon IA 51004

Applicant hereby requests use of county highway right-of-way to install, operate, and maintain a buried tile line facility. The facility consists of laying a tile line from section 17 to section 20

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

BY: _____
(Chairman)

DATE: _____

APPLICANT

Travis Osborne
(Name of Individual or Company)

BY: Travis Osborne
(Signature) (Title)

3334 195TH Street Anthon IA
(Address)

DATE: 11-28-16

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

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

#12a

Date: 12/14/2016 Weekly Agenda Date: 12/20/2016K

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Motion to approve AIA C132 Contract standard language template between Woodbury County and the Baker Group as Construction Manager

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

Woodbury County seeks to standardize Contract templates with acceptable specific language to expedite contract review process.

BACKGROUND:

Woodbury County continues to move in a positive direction in an effort to improve facilities through Capital Improvements. A large part in this process for each project is the contracts that are required for each step such as Architectural, Engineering, and Project Management. Standardizing contract templates for each variation provides advantages of accelerating the review process required.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Approve standard AIA C132 Contract template between the Baker Group and Woodbury County.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve standard AIA C132 Contract template between the Baker Group and Woodbury County



AIA[®]

Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the _____ day of _____ in the year _____
(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
Indefinite Scope for Professional Services
Sioux City, IA

The Professional Engineer is:

To be selected as needed for specific projects by the Owner

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

The Construction Manager shall provide professional service for Owner's projects on an as-needed basis at various Woodbury County locations. **These various projects may include projects where the construction costs are between ten thousand dollars (\$10,000) and one-hundred-thousand dollars (\$100,000) for this Contract and have been included in the Capital Improvement Plan for the current year or otherwise approved by the Board of Supervisors.** The Professional Services Contract will be referenced on all Project correspondence and documents. The Construction Manager is not to provide any professional services or incur expenses until Woodbury County Projects are assigned to the Contract.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

This Contract is for Professional Construction Management Services for an unspecified number of Woodbury County projects. The scope of work for each assigned project will be defined by the owner and sent to the Construction Manager. The professional services required for each of these assigned projects requested by the Owner may include any or all of the tasks included in Article 2, 3 or 4 of the Professional Services Contract.

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

As approved by the Board of Supervisors for each project assigned

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

(Paragraph deleted)

.1 To be determined on an individual project bases.

.2 Commencement of construction may begin upon approval and execution of the A132 Agreement between the Contractor and the Owner, and as approved by Woodbury County Board of Supervisor.

.3 Substantial Completion will be established for each project assigned.

(Paragraph deleted)

.4 Final Completion of work shall be established for each project assigned.

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

(Paragraph deleted)

Competitive bid as required.

§ 1.1.6

(Paragraphs deleted)

Deleted

(Paragraphs deleted)

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

§ 1.1.7.2 Deleted

§ 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 or Architect as selected by Owner

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

(Paragraph deleted)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Civil Engineer:

N/A

.4 Other:

N/A

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

Shane Albrecht

Init.

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

Project Manager
Site Foreman as needed

§ 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: This Contract will remain in effect for three (3) years from the date this Contract is executed by the Owner, but may be unilaterally terminated by the Owner at any time, for cause or its convenience, by written notification to the Construction Manager. Furthermore, this Contract may be extended for two additional one (1) year terms, at the sole discretion of the owner, for a maximum contract period of five (5) years from the date of the original contract. Owner must provide written notice to the Construction Manager prior to expiration of the original Contract period expiration. Any such time extension shall be subject to the terms and conditions of the Contract including, but not limited to, the existing hourly billing rates included in the Contract for the Construction Manager, their Consultants, and their employees or agents.

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

(Paragraph deleted)

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

§ 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

Init.

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.

Init.

§ 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 4.1, 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 with all Prime Contractors, Owner and Design Team 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 at least on a monthly basis or more frequently if requested by the owner. 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.

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§ 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:

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.

§ 3.3.12.4 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.

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§ 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 every two week basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Professional Engineer:

- .1 Project schedule status based on percent of completion;
- .2 Submittal schedule and status report;

- .3 Request for information, Change Order, and Construction Change Directive logs;
- .4 Tests and inspection reports;
- .5 Status report of nonconforming and rejected Work;

(Paragraphs deleted)

§ 3.3.20.2

(Paragraphs deleted)

NOT APPLICABLE .

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

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

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

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

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

§ 3.3.26 The Construction Manager shall secure and transmit to the Professional Engineer warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Professional Engineer a final Project Application for Payment upon compliance with the requirements of the Contract Documents. The Construction Manager shall also secure and transmit to the Owner required affidavits, releases, bonds and waivers and shall deliver to the Owner all keys and other information. In consultation with the Professional Engineer, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to

the Owner within a reasonable period of time following final completion. The Construction Manager shall also observe commissioning work and be responsible for requiring the Contractor to check all equipment and verify that all Project systems are working properly at the end of the Project and prior to Final Acceptance.

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

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

(Paragraph deleted)

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1

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

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

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

§ 4.2 Not used.

§ 4.3 Not used.

§ 4.3.1

(Paragraphs deleted)

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Not used.

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

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

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

(Paragraph deleted)

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

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

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

(Paragraphs deleted)

§ 8.3 Arbitration – NOT APPLICABLE

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder – NOT APPLICABLE

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

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

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Construction Manager shall not specify or approve for use in the

Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Construction Manager discovers that such substances as described herein have been used or do exist in the Project, the Construction Manager shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.

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

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

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 are considered to be part of the overall fee.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Paragraph deleted)

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%) or as otherwise negotiated with Woodbury County for a specific project and will be billed monthly. Professional Engineering services will not be considered a direct job cost and will not be included in the total project cost when determining Construction Manager's fee.

(Paragraphs deleted)

§ 11.3 Additional Services or for Projects where a flat fee is determined by both parties to not be appropriate for a specific project; 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 (0 %), 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)

Init.

§ 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
(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents;
(Paragraphs deleted)

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

§ 11.7 Payments to the Construction Manager

§ 11.7.1 No initial payment shall be required.

§ 11.7.1.1 Subsequent payment 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. Invoices shall be accompanied by appropriate lien waivers (see **Exhibits "A"** and **"B"**).

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

(Paragraphs deleted)

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

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

(Paragraphs deleted)

- Exhibit "D" – Construction Manager Billing Rates

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Exhibit "A"

CONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

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

The "Property": _____

Description of the "Project": _____

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

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

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

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

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

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

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

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

Partial Waiver and Release of Claims

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

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

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

Notary Public in and for said County and State

Commission Expires

Exhibit "B"

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

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

The "Property": _____

Description of the "Project": _____

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

Payment Request Amount: \$ _____

Certificate

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

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

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

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

been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

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

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

Final Waiver and Release of Claims

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

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

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

Notary Public in and for said County and State

Commission Expires

Exhibit "C"

INSURANCE REQUIREMENTS

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

shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Construction Manager's liability under the Contract.

8. Construction Manager agrees to procure and carry, at its sole cost, until completion of the Contract all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 8.1 Commercial Automobile Liability Insurance. Construction Manager shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Contract, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
 - 8.2 Workers' Compensation and Employer's Liability Insurance. Construction Manager shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence. The Construction Manager shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.
 - 8.3 Commercial General Liability Insurance. Construction Manager shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subConstruction Managers (iii) independent Construction Managers, (iv) products and completed operations (with completed operations to remain in force for as long as Construction Manager or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Contract subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 products/completed operations aggregate coverage.
 - 8.4 Excess Liability. Construction Manager shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
9. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Owner and all its assigns, affiliates, employees, insurers and underwriters.
10. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Construction Manager's liability with respect to its performance of this Contract.
11. Professional Liability coverage. If the scope of Construction Manager's Work includes design services, the Construction Manager shall procure and maintain Professional Liability Insurance if any design services are included in Construction Manager's Scope of Work, in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to Owner, and shall not be canceled, without thirty (30) days' prior written notice to the Owner, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to Owner). The policy shall be at least as broad as the coverage provided in Construction Managers Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum policy limit of \$2,000,000. Certificates of insurance for such coverage will be provided to Owner within ten (10) days of the execution of the Contract.

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

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

EXHIBIT "D"

Construction Manager Billing Rates

EXHIBIT D

**Baker Group
Construction Manager Billing Rates**

Professional Billing Rates per Hour:

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

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

#12b

Date: 12/14/2016

Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Information on Woodbury County Courthouse Tuck-point and repairs- Architectural Fees

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

In an effort establish over-all survey for Courthouse exterior repairs the first item to address are Architectural fees associated with the project. In doing so CMBA Architects and the Baker Group have assisted Building Services to identify an adequate Architectural Firm to partner with. In doing so preliminary fees have raised concerns. While the project would be of a very large scope the current pricing received is alarming.

BACKGROUND:

The Woodbury County Courthouse has not had any exterior repairs in 20-years.
The exterior facade has many areas where tuck-point repairs are necessary.

FINANCIAL IMPACT:

Information Only

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:

Information Only

ACTION REQUIRED / PROPOSED MOTION:

Information Only



CANNON MOSS BRYGGER ARCHITECTS

302 JONES STREET, SUITE 200 ▪ SIOUX CITY, IA 51101 ▪ (P) 712.274.2933

FEE PROPOSAL

For

**Woodbury County Building Services
Woodbury County Courthouse Exterior Restoration Survey
Sioux City, Iowa
12/14/16**

Mr. Kenny Schmitz
Woodbury County Building Services
401 8th Street
Sioux City, IA 51101

Dear Kenny,

Please consider this our proposal to perform an Exterior Restoration Survey of the exterior of the Woodbury County Courthouse. The Courthouse is a treasure not only for Sioux City and Iowa, but for the nation as such a unique example of Prairie Style architecture. A survey of this nature is what we recommend to thoroughly categorize areas needing attention and restoration. This document will become the tool needed to guide the restoration in a logical way.

For this survey, CMBA intends to engage OPN Architects as a consultant to perform the bulk of the work. This firm has a strong background in historic preservation and restoration projects and brings the level of expertise needed for such a significant building.

COMPENSATION – RESTORATION SURVEY

Proposed fees for the Restoration Survey are as follows:

For the agreed upon Scope of Work we propose working on a Lump Sum basis with a total fee of seventy-three thousand dollars (\$73,000) plus reimbursable expenses not to exceed twelve thousand dollars (\$12,000).

Please see the attached proposal from OPN Architects that spells out the extent of the work.

CMBA will act as the direct contact with you as the Owner and will coordinate the work of OPN Architects and attend meetings and provide reports of progress to you along the way.

SCHEDULE

See the schedule included in the OPN proposal.

TERMS & CONDITIONS

Limitation of Liability: Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or any other person in excess of either the compensation to be paid pursuant to this agreement or One Hundred Thousand and No/100 Dollars (\$100,000.00), whichever is greater, for any claim arising out of or relating to any act or omission, including but not limited to breach of contract or negligence,

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except that this limitation shall not apply only to claims based on gross negligence or willful misconduct. This shall be the sole and exclusive remedy for any such acts or omissions and is in lieu of all other remedies. The Architect and the Owner acknowledge that this limitation of liability constitutes their negotiated allocation of risk of loss and that enforcement of this limitation is necessary to protect the parties' contractual expectations.

If you are in agreement with this proposal, please print, sign, and return one original of this letter to CMBA. Retain a second signed copy for your records.

CMBA thanks you for this opportunity and we would love to work with you. If you have any questions, please call me at 712.224-3106

Sincerely,



Terry J. Glade, AIA
Principal Architect

Client Signature

Date

Client Printed Name

09 December 2016



Terry J. Glade, AIA, Principal
Cannon Moss Brygger Architects
302 Jones Street, Suite 200
Sioux City, Iowa 51101

Daniel J. Thies, AIA

Steven K. Knierim, AIA

Bradd A. Brown, AIA

Terry L. Gebard, AIA

David J. Sorg, AIA

Roger B. Worm, AIA

Richard S. Seely, AIA

Wesley T. Reynolds, AIA

Mr. Glade,

We are pleased to perform an exterior survey of the Woodbury County Courthouse and to assist your efforts in the subsequent development of rehabilitation/restoration of this landmark building. This letter presents our proposal for this work.

1. BACKGROUND

OPN is responding to your request to survey, perform historical preservation services evaluation for the Woodbury County Courthouse. OPN Architects, Inc. (OPN) will be a consultant under Cannon Moss Brygger Architects (CMBA).

2. PROPOSED OPN SCOPE OF WORK

PHASE 1 - EVALUATION REPORT

- Review prior construction drawings, previous reports, or other previous documentation provided by you or others.
- Perform an exterior survey of the building. We propose to perform the exterior survey using the existing roofs for the tower portion and with a lift rented for one week for the portion the building at grade level. Our fee uses two teams of two OPN staff on site for four days for lower section of the building and two days on the tower portion of the building, as summarized in our schedule section below.
 - We propose view the tower portion of the building from the lowest roof level with binoculars.
 - Perform a hands-on survey of the building portion in contact with the grade using lift to gain access and while the other team will be located on the grade to control the pedestrian and vehicle interaction. The on ground team will survey the lower portion of the building elevations.
 - We also anticipate performing hands-on inspection of portions of the interior masonry, where accessible from levels or stairs in the interior. We anticipate this work can be completed concurrently with the exterior work.
 - Perform a visual inspection to the top roof of the tower portion by video and telescoping pole, or similar means. Our fee and proposed schedule does not include rigging or access to provide a hands-on inspection of the flagpole.

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200 Fifth Ave SE, Ste. 201
Cedar Rapids, IA 52401
Phone (319) 363 6018

Des Moines
100 Court Ave, Ste. 100
Des Moines, IA 50309
Phone (515) 309 0722

Madison
301 N. Broom, Ste. 100
Madison, WI 53703
Phone (608) 819 0260

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- Recommendations for the cleaning granite, brick masonry, sealant off the brick masonry and terracotta.
- Recommendations for the repointing and mortar mixes for the terracotta, brick and granite.
- Meetings with the Building Historical Board (during the same trip as another scheduled meeting to save funds), NPS and SHPO office.
- One meeting with the Owner and Construction Manager to determine phase to budget schemes that related to the construction schedule.
- Prepare a written report summarizing our findings, including annotating existing 1915 elevation drawings for documenting our survey notes. Our report will address the following:
 - Configuration and condition of the exterior granite, brick, terracotta, steel lintels over openings and the metal window assembly.
 - Rehabilitation needs and conceptual repair recommendations.
 - Cost estimate.
 - Page turn review of the draft of the report and final page turn review.

Daniel J. Thies, AIA

Steven K. Knierim, AIA

Bradd A. Brown, AIA

Terry L. Gebard, AIA

David J. Sorg, AIA

Roger B. Worm, AIA

Richard S. Seely, AIA

Wesley T. Reynolds, AIA

3. ADDITIONAL SERVICES

We have not included the following services in our proposed fee, but these services may be recommended or useful to you or the client pending our inspection findings. We can provide pricing or further information on these potential services, if desired.

- Installation of data loggers to document ambient temperature and / or surface temperature of selected areas, and relative humidity. Data logger are typically roughly the size of a deck of cards that we could install during our initial site visit and collected during a subsequent visit; note that given the short duration of this report, there may not be sufficient time to collect meaningful or representative data, and additional data collection may be part of our initial recommendations.
- Coordinate with a contractor make exploratory openings in the exterior walls of the structure to observe hidden conditions or obtain material samples for testing.
- Perform brick masonry material testing to evaluate the freeze / thaw resistance of the existing masonry. Typically this testing includes absorption and compressive strength testing per ASTM C67; Mercury Intrusion Porosimetry (MIP) to gauge porosity; and thermal expansion by dilatometry to estimate original firing temperature.

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4. SCHEDULE

4.1 We propose the following schedule for Phase 1:

- First part of January to mid-January (week of January 8 or January 15) - Complete the on-site assessment:
 - Four days with above average temperatures and limited snow cover for the grade level access. Please advise if any the building elevations have functions that would limit our access, for example no access to a courtroom window during court proceeding.
 - Day 1: OPN team overnigheted in Sioux City the night before, Set up the safety program, team radios and laptops. Use lift on South elevation.
 - Day 2: Use lift on East elevation.
 - Day 3: Use lift on North elevation.
 - Day 4: Use lift on West elevation.
 - Two days with above average temperatures and limited snow cover for the roof level access to view the tower. We will need access to the roof level on Saturday January 14 or 21, 2017. Our progress during the week and weather will determine if we complete without Sunday access. At the start of the third day the amount of survey work completed will be determined the amount of weekend days required.
 - Day 5: South and west elevation
 - Day 6: North and east elevation
- February: Draft of the site assessment report and annotated elevations for review. Review findings with CMBA, Owner, Construction Manager, Building Historical Board, NPS and SHPO.
- Mid-February: Final report complete (This depends on the schedules of Building Historical Board, NPS and SHPO)

5. FEES

We recommend that you establish a budget for our fees for the services described above on this project. This fee is summarized as follows:

Task	Estimated Manpower	OPN Fee	Expenses (Lift, travel, lodging, etc.)
Phase 1: Evaluation and Report	690 Man Hours	\$66,150	\$12,000

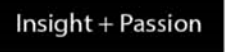
- Daniel J. Thies, AIA
- Steven K. Knierim, AIA
- Bradd A. Brown, AIA
- Terry L. Gebard, AIA
- David J. Sorg, AIA
- Roger B. Worm, AIA
- Richard S. Seely, AIA
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If additional services are agreed to by both parties, the additional hours will be on an hourly basis as shown below in the fee schedule below:

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Principal	\$225
Project Manager	\$115
Intern Architect	\$80

OPN will bill direct expenses at actual cost. Direct expenses are out-of-pocket expenses and include, but are not limited to; lifts, subconsultants, travel, outside services, copying, and charges for the use of OPN field equipment and specialized computer software.

This proposal is valid for sixty days. If acceptable, please use this an exhibit when creating a contract for our services.

Sincerely,

Scott C. Allen, AIA

cc Shane Albrecht The Baker Group

Daniel J. Thies, AIA

Steven K. Knierim, AIA

Bradd A. Brown, AIA

Terry L. Gebard, AIA

David J. Sorg, AIA

Roger B. Worm, AIA

Richard S. Seely, AIA

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

#12c

Date: 12/14/2016 Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Motion to approve LEC 1st Floor Conference Room Project AIA C132 Contract for Construction Manager.

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

The Board of Supervisors has previously approved the LEC 1st floor Conference Room Project CIP funding. The next step appoints a project Construction Manager.

BACKGROUND:

Secure Food Service delivery and storage necessitates the need to relocate the current LEC conference to the west side 1st floor location.

FINANCIAL IMPACT:

Estimated Construction Costs- \$40,000.00
Estimated Construction Manager Cost= \$5,217.00
Funding allocated- CIP #B-12

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 recommends approval of LEC 1st floor conference room Construction Manager Contract.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve AIA C132 Contact with the Baker Group for Construction Management of the LEC 1st Floor Conference Room Project

Woodbury County Iowa

Project Inclusion Approval

To:

Indefinite Scope for Professional Services AIA Document C132 – 2009 as approved by a Board Motion on December 13, 2016.

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manage: Baker Group

In accordance with paragraph 1.1.1 of said agreement, both parties agree that the following project will be added to this agreement:

Add Project Name: Law Enforcement Center – 1st Floor Conference Room

Project Description: Construct a new Conference Room in the old Clerk of Courts area that will replace the current Training Room across from the Court Rooms on the first floor. The old training room area is need to accommodate cold storage and storage area for the Jail Kitchen.

Approved CIP Budget: \$150,000 CIP Project # B-12

Anticipated Budget for this Project: \$40,000

Anticipated Construction Management Fee based on this budget: \$5,217.

Subject to final approval of project details and bid costs which will be brought to the Board of Supervisors on approximately: January 17, 2017

Project Inclusion Accepted on this date: _____

Owner: _____

Construction Manager: _____

Final Board Approval of project detail and bid costs is hereby approved by the Woodbury

County Board of Supervisors: Name: _____ **Title:** _____

Date: _____

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

Date: 12/14/2016 Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Information - LEC Sheriff's Office Front Entry Project

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The LEC Sheriff's front entry will require remodeling should the LEC Expansion Project move forward.

BACKGROUND:

There will be additional cell support I-beams located in front of the current doorway if the LEC Expansion project moves forward. This would require redesign of the current front entry.

FINANCIAL IMPACT:

Estimated Project Cost- \$30,000

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:

Information

ACTION REQUIRED / PROPOSED MOTION:

Information

Woodbury County Iowa

Project Inclusion Approval

To:

Indefinite Scope for Professional Services AIA Document C132 – 2009 as approved by a Board Motion on December 13, 2016.

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manager: Baker Group

In accordance with paragraph 1.1.1 of said agreement, both parties agree that the following project will be added to this agreement:

Add Project Name: Law Enforcement Center Sheriff Area Remodel – Front Entry

Project Description: Reconfigure the front entry area of the Sheriff's Offices to be more appropriate for traffic flow, screening of people requesting entry and security.

Approved CIP Budget: \$150,000 CIP Project # B-12

Anticipated Budget for this Project: \$30,000

Anticipated Construction Management Fee based on this budget: \$3,913.

Subject to final approval of project details and bid costs which will be brought to the Board of Supervisors on approximately: January 17, 2017

Project Inclusion Accepted on this date: _____

Owner: _____

Construction Manager: _____

Final Board Approval of project detail and bid costs is hereby approved by the Woodbury

County Board of Supervisors: Name: _____ **Title:** _____

Date: _____

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

#12e

Date: 12/14/2016 Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Motion to approve Law Enforcement Center Kitchen Project AIA C132 Contract for Construction Manager

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

The Board of Supervisors has previously approved the LEC Kitchen Project CIP funding. The next step appoints a Construction Manager.

BACKGROUND:

Relocating Kitchen Operations from the Prairie Hills building to the Law Enforcement Center necessitates Kitchen updates, and expanding food service storage areas.

FINANCIAL IMPACT:

Estimated Project Cost- \$75,000.00
Estimated Construction Manager Cost- \$9,800.00
Allocated funding CIP #B-11

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 recommends approving AIA C132 contract for Construction Manager for the LEC Kitchen Project

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve AIA C132 contract with the Baker Group for Construction Management of the LEC Kitchen Project

Woodbury County Iowa

Project Inclusion Approval

To:

Indefinite Scope for Professional Services AIA Document C132 – 2009 as approved by a Board Motion on December 13, 2016.

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manage: Baker Group

In accordance with paragraph 1.1.1 of said agreement, both parties agree that the following project will be added to this agreement:

Add Project Name: Law Enforcement Center Kitchen

Description of work: Prepare the spaces on both the first floor and existing kitchen area on the second floor for installation of all the new equipment to be provided by the CBM Food Services.

Approved CIP Budget: \$75,000 CIP Project # B-11

Anticipated Budget for this Project: \$75,000

Anticipated Construction Management Fee based on this budget: \$9,800.

Subject to final approval of project details and bid costs which will be brought to the Board of Supervisors on approximately: January 17, 2017

Project Inclusion Accepted on this date: _____

Owner: _____

Construction Manager: _____

Final Board Approval of project detail and bid costs is hereby approved by the Woodbury

County Board of Supervisors: Name: _____ **Title:** _____

Date: _____

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

#12f

Date: 12/14/2016 Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Motion to approve LEC Sheriff's Area Office Remodel Project AIA C132 Contract for Construction Manager

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

The Board of Supervisors has previously approved the LEC Sheriffs Area Office Remodel CIP funding. The next step appoints a Project Construction Manager.

BACKGROUND:

Sheriff's offices/ operations require remodel in conjunction with necessary space reallocations.

FINANCIAL IMPACT:

Estimated Project Cost - \$80,000.00
Estimated Construction Manager Cost - \$10,435.00
Allocated funding CIP #B-12

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 recommends approval Sheriff's Office Remodel Construction Manager Contract

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve AIA C132 contract with the Baker Group for Construction Management of the LEC Sheriff's Office Remodel Project

Woodbury County Iowa

Project Inclusion Approval

To:

Indefinite Scope for Professional Services AIA Document C132 – 2009 as approved by a Board Motion on December 13, 2016.

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manager: Baker Group

In accordance with paragraph 1.1.1 of said agreement, both parties agree that the following project will be added to this agreement:

Add Project Name: Law Enforcement Center Sheriff Area Remodel – Office Areas

Project Description: This project involves reconfiguration and remodeling of the existing Sheriff's Offices in the south east portion of the first floor.

Approved CIP Budget: \$150,000 CIP Project # B-12

Anticipated Budget for this Project: \$80,000

Anticipated Construction Management Fee based on this budget: \$10,435.

Subject to final approval of project details and bid costs which will be brought to the Board of Supervisors on approximately: January 17, 2017

Project Inclusion Accepted on this date: _____

Owner: _____

Construction Manager: _____

Final Board Approval of project detail and bid costs is hereby approved by the Woodbury

County Board of Supervisors: Name: _____ **Title:** _____

Date: _____

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

#12g

Date: 12/14/2016 Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Motion to approve Siouxland District Health Boiler Replacement Project AIA C132 Contract for Construction Manager

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

The Board of Supervisors has previously approved Engineering Services for the Siouxland District Health Boilers and Hydronic circulation system. The next step appoints a Project Construction Manager.

BACKGROUND:

The Siouxland District Health Facility has experienced another boiler failure. Continued failures have identified an abnormality in the hydronic system design allowing boilers to short cycle decreasing life expectancies.

FINANCIAL IMPACT:

Estimated Project Cost- \$60,000.00
Estimated Construction Manager Cost- \$7,826.00
Funding allocated- CIP #E1-17

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 recommends approval of the Siouxland District Health Boiler replacement Construction Manager Contract.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve AIA C132 Contract with the Baker Group for Construction Management of the Siouxland District Health Boiler Replacement and Hydronic System Upgrade

Woodbury County Iowa

Project Inclusion Approval

To:

Indefinite Scope for Professional Services AIA Document C132 – 2009 as approved by a Board Motion on December 13, 2016.

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manage: Baker Group

In accordance with paragraph 1.1.1 of said agreement, both parties agree that the following project will be added to this agreement:

Add Project Name: Siouxland District Health – Boiler Replacement

Approved CIP Budget: \$60,000 CIP Project # E1 - 17

Anticipated Budget for this Project: \$60,000

Anticipated Construction Management Fee based on this budget: \$7,826.

Subject to final approval of project details and bid costs which will be brought to the Board of Supervisors on approximately: January 17, 2017

Project Inclusion Accepted on this date: _____

Owner: _____

Construction Manager: _____

Final Board Approval of project detail and bid costs is hereby approved by the Woodbury

County Board of Supervisors: Name: _____ **Title:** _____

Date: _____

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

#12h

Date: 12/14/2016 Weekly Agenda Date: 12/20/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Motion to approve Courthouse Steam Trap Project Low Bid

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

On December 20th, 2016 Contractor Bids for the Woodbury County Courthouse will be received and opened. Awarding Project to the lowest responsible bidder is required to advance the project.

BACKGROUND:

Woodbury County has received bids on this project. The item is brought as an action item to allow the current Board of Supervisors who had been involved with this project to vote on it, and allow Building Services to move forward on the project as quickly as possible.

FINANCIAL IMPACT:

Low Bid Cost \$ _____
Allocated funds CIP #A6-17 (\$530,000)

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 low bid Contractor for the Courthouse Steam Trap Project and begin Project as soon as possible.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Woodbury County Steam Trap Project low bid submission and proceed with project.

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

#13

Date: 12-16-2016

Weekly Agenda Date: 12-20-16

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Matthew Ung

WORDING FOR AGENDA ITEM:

Approval of requirement for Quality Assurance and Responsible Bidder Questionnaire

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The topic of Quality Assurance for Bidding/General Contractors was previously brought before the board by Northwest Iowa Building Trades (NIBT). The goals were to improve the county's process to protect the county's liability, to more transparently receive bids, and to more appropriately define a responsible bidder as referred to in Iowa Code, "putting on notice" contractors that they are responsible for ensuring proper practices from sub-contractors. This issue being referred to the Policy Review Committee, which I chaired on Dec. 15, several trades-workers attended as concerned citizens representing carpenters and iron worker associations, as well. The Baker Group also provided valuable input. What began as a suggestion for a new policy was refined to a recommendation to this board for a new required practice--a questionnaire that will accomplish the aforementioned goals. Building Services Director Kenny Schmitz responsively drafted and adapted the attached Questionnaire to be approved by the Board of Supervisors. In response to input from NIBT, it was amended to include questions #9 and #12, and amended by County Attorney PJ Jennings with a more descriptive header/explanation of Iowa Code 26.9.

BACKGROUND:

I introduced the time-line of this issue and apologized to the concerned citizens in attendance that more timely action had not been taken, but despite this being the first review this committee (and myself) was undertaking, committed to walking away from the meeting with an actionable compromise for the next board meeting. The emphasis of the meeting was therefore to delineate what the Iowa Code requires, and what is most helpful/educational to require disclosure of in order to empower Building Services to prioritize truly responsible bidders.

I explained that outgoing supervisors expressed a strong preference in acting on this topic at the final meeting of 2016, and committed to finding a workable solution that solicited input from all parties. After a couple hours of discussion I made a motion to adopt a practice that appealed to the human resources director, the county attorney, the county auditor, the building services director, The Baker Group, and the trades-workers in attendance. The discussion also led to improvement ideas for the actual bidding documents themselves, regarding the county's proactive investigation to ensure compliance. The concerned citizens in attendance are once again to be commended for bringing this topic up to the county, which clearly needed to be broached.

Included in the backup material for the meeting was a Nov. 22 agenda item from Chairman Taylor, a Dec. 6 letter from Mr. Schmitz to the Policy Review Committee, documents on code and insurance requirements, and templates of questionnaires.

FINANCIAL IMPACT:

see "background"

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:

see "action required"

ACTION REQUIRED / PROPOSED MOTION:

"Motion to adopt the Woodbury County Capital Improvement Projects Quality Assurance Questionnaire, which must be completed and included by all prospective General Contractors at time of bid submission."

Meeting Minutes, December 15th, 2016 @ 10:00AM

EIGHTH MEETING OF THE WOODBURY COUNTY POLICY REVIEW COMMITTEE

Location: Board Chambers, first floor of the Courthouse
620 Douglas Street, Sioux City, Iowa 51101

Members present: Matthew Ung, County Supervisor; Pat Gill, County Auditor, Ed Gilliland, Director of Human Resources; PJ. Jennings, County Attorney; Tonia Abell, Human Resources

Audience Attendees: Kenny Schmitz, County Building Services Director, John Malloy (IT Director), Shane Albrecht (Baker Group), David Jorgensen (Baker Group), Ernie Colt (NCSRCC), Felicia Hilton (NCSRCC), Scott Williams (President, NWIBCT), Reggie Torno (Northwest Building Trade), Abigail Sills, County Civil Attorney

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** Performance Bond project
Per Gilliland, Review of Contractors liability follows module of contract and shouldn't add cost.
 - B. **Quality Assurance for Bidding (1st review of new practice)**
Ung began with introductory remarks. Time was needed for Building Services Director Kenny Schmitz to review state code, practices, and check for duplication. As there are three outgoing Board members, action is requested at the upcoming Tuesday board meeting.

Schmitz pinpointed three objectives: view of the County procedure, compare areas of duplication with that of state code, and show merit to improve. The County is meeting requirements of Iowa, liability and coverage. The County has \$5 million aggregate for current specifics limit project contracts within contractual requirements. Schmitz recommended quality assurance questionnaire for bids over \$135,000. Discussion to any changes, including that of language would not be allowable. Gill then observed in the past exceptions were allowable under majority of the Board. Baker Group, David Jorgenson relayed their business provides a template to contractors which follows Code A132 & 232, standard for Iowa law. Sills advised public bid process be constant, if there are exceptions it opens for complaint. Sills then recommended transparency of bid process. Jennings further noted a line could be added, "exceptions subject to Board approval apply" and the need to follow process, except in the extreme. Concern whether specification under \$135,000 be put out for bid. Schmitz requested discussion for future agenda.

Ung noted there is no past practice and that the contract questionnaire would need to be of public record.

Jennings affirmed. Ung resolved an approved practice would be a pro-active approach to improve the process going forward.

In regards to the questionnaire, Schmitz commented he had revised it to 2 pages to keep shorter and eliminate redundancies. Schmitz believes this will reduce the amount of time contractors would need to fill out and return.

Discussion was open to public comment.

NSSRCC, Felicia Hilton voiced concern of subcontractors abiding by wage and hours by the absence of two particular questions weakens point to define responsible contractor.

Question #16 (Has Contractor ever failed to complete any work awarded to it?)

Question #20 (Contractor affirms that it will retain only subcontractors who will fully comply with bid specifications, including those that address requirements concerning labor)

Baker Group, Shane Albrecht affirmed the concern is valid, whereas subcontractors misclassify workers and allow 1099 with no benefits, including work comp. Albrecht recommended to go back to Contractor and ask for records, if suspicions arise. Jennings validated keeping question #20, it may not get all workers legitimate coverage, however the County would have defense if needed. Ung affirmed adding questions #16 and #20 agreeable.

Jorgensen questioned if contractor replies “yes” what actions would be taken. Jennings commented the County would need to look further into details and put contractor on notice. Schmitz not opposed to adding #16 and #20.

Ung agreed marking “yes” would not be an automatic no, but would trigger a review.

Schmitz advised a separate sheet be added by contractor to explain any red flags. The Baker Group and the committee agreed that certain language dealing with the county’s ability to investigate a bidder’s practices should be added to the actual bidding documents.

Motion by Ung to recommend to Board the adoption to follow process of Quality Assurance

Questionnaire with the addition of questions #16 and #20 and more descriptive header by legal. Second by Gill. Passed 5-0.

C. Acceptable (Network) Use (6th review of new policy)

Gilliland agreeable to the wording of the policy and has no issue. Gilliland plans to review progressive disciplinary action steps needed based on the outcome of phishing campaign by WCICC. Actions can lead up to termination. Ung tasked Human Resources with the investigations of network use abuse. Jennings’ belief is that elected officials and managers will get policy out and stress disciplinary actions. Human Resources will disseminate the policy and investigate network abuse. Ung noted passage of this new policy will be a major topic at the January department head meeting. **Motion by Ung to add signature line and recommend to Board to adopt policy for acceptable network use for the January 3rd, 2017 board meeting. Second by Jennings. Passed 5-0.**

D. Human Resources

i. Review Contractors Liability – Discussed in items IV (a) and IV (b)

V. Policy item requests for future

A. Contract & Archival Procedure (2nd review of new policy)

B. Building Use Policy (2nd review of new policy)

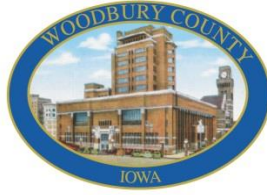
Jennings will get outside input and inform Ung of timetable to bring forward.

C. IT: Social Media, Retention, USB/Thumb Drive Storage, Cloud Storage and Mobile Device Management

VI. Discussion: Committee reauthorization for 2017 by Board of Supervisors

Ung suggested keeping policy committee going. Ung plans to chair committee if approved and would like to add a 2nd Supervisor to sit on committee in 2017. Committee members all agreed to stay with committee if approved, and agreed the committee has done some great work. Next meeting if committee approved will be scheduled in late January or early February 2017.

VII. Meeting adjourned 11:50AM



WOODBURY COUNTY CAPITAL IMPROVEMENT PROJECTS QUALITY ASSURANCE QUESTIONNAIRE

Woodbury County is requesting that the following questionnaire be completed by all prospective General Contractors and must be included, prior to or at the time of bid submission. Pursuant to Iowa Code 26.9, contracts for public improvements must be awarded to the “lowest responsive, responsible bidder”. Factors other than price may be considered when making the award. This questionnaire is only applicable to public improvements which exceed the competitive bid amount set pursuant to Iowa Code 26.3, 26.14 and 314.1B, currently \$135,000.00.

Company/Contracting Firm: _____

Owner/ Representative: _____

Address: _____

Main Telephone: _____ E-Mail: _____

1. Within the past Five (5) years, has the Contractor been disbarred by any Federal, State, or Local government entity from bidding projects? Yes No
2. Within the past Five (5) years, has the Contractor- defaulted on a contract, been disqualified, removed or otherwise prevented from bidding on, or completing a Government, State, or Local project? Yes No
3. Within the past five (5) years has the Contractor been found by a court or agency of competent jurisdiction, to be delinquent (delinquent shall include but not limited to failure to file, failure to pay, or imposition tax liens) in meeting its obligation under Federal, State, or Local tax laws? Yes No

4. Within the past Five (5) years has the Contractor been unable to obtain, or been denied a bond? Yes No
5. Within the past Five (5) years has the Contractor declared bankruptcy or been under receivership? Yes No
6. Within the past Five (5) years has the Contractor filed any lawsuits, or sought arbitration with regard to any construction project? Yes No
7. Are any lawsuits, legal proceedings, arbitration, or judgment's pending/ outstanding against the Contractor, its owner, or officers? Yes No
8. Within the past Five (5) years has the Contractor been found to have violated any of the following Federal or State Laws:
Iowa Child Labor Act; Iowa Labor Commissioner's Right to Inspect Premises; Iowa Compensation Insurance Act; Iowa Competition Act; Iowa Employee Registration Requirements; Iowa Hazardous Chemicals Risks Act; Iowa Income Corporate and Sales Tax Code; Iowa Minimum Wage Act; Iowa Non-English Speaking Employee Act; Iowa Wage Payment Collection Act; Iowa or Federal Occupational Safety and Health Act; Federal Income or Corporate Tax Code; The National Insurance Act; or Fair Labor Standards Act? Yes No
9. Has the Contractor ever failed to complete any work awarded to it? Yes No
10. If you answered yes to any Question #1-9 please explain each on attached sheet.
11. On a separate sheet provide the following:
- Three (3) references the company completed projects with in the past Three (3) years. Include entities; contact name, address, and current telephone number.
 - List all Surety/ Bonding Companies utilized by the company in the past Three (3) years.
12. Contractor affirms that it will retain only subcontractors who will fully comply with the bid specifications, including those that address requirements concerning all labor laws? Yes No

Signature

Date



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER

Mark J. Nahra, P.E.

mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.

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SECRETARY

Tish Brice

tbrice@woodburycountyiowa.gov

To: Board Members

From: Mark Nahra, County Engineer

Date: December 12, 2016

RE: Weekly Work Report

Construction Project Report

The construction report will be submitted less frequently now that winter weather is setting in. Some project work will continue on county bridge and structure projects, but will progress slowly and only as weather conditions allow.

To be let:

L-C(M208)—73-97, Bridge replacement on Pocahontas Avenue between 270th and 280th Streets. Letting date: December, 2016. Late Start Date: April 15, 2017. The existing bridge has been posted for restricted loads due to deteriorating condition. This is a locally funded project paid from the secondary road fund. A box culvert has been designed to replace the existing bridge and has received Corps of Engineer approval and permitting. The project is scheduled to be completed in the 2017 construction season.

BRS-CO97(112)—60-97, D25 Bridge over Whiskey Creek on Old Highway 141 west of Bronson. Letting date: May, 2017. The bridge replacement project is a federal aid funded project with 80% federal - 20% farm to market fund dollars paying the cost of construction. The bridge is scheduled to be completed in the 2017 construction season. A new, 30' wide continuous concrete slab structure will replace the existing bridge.

FM-CO97(131)—55-97, HMA resurfacing of County Route L37, Danbury Blacktop, from D38 to Highway 20. Letting Date: April 18, 2017 at the Iowa DOT. This project will do cold in-place recycling of the existing pavement followed by a 2 ½ to 3-inch hot mix asphalt overlay on top of the recycled pavement. This project will be constructed in 2017.

BROS-CO97(129)—55-97, Replacement of Bridge L275 on Union Avenue. Letting Date: May 2017 at the Iowa DOT. The bridge is programmed for replacement during FY 2017 with 80% federal aid bridge replacement funds, 20% farm to market funds. This project will be constructed in 2017.

County Bridge L275 is on Union Avenue between 190th and 200th Streets. This summer's inspection of the structure has determined severe deterioration to the piling in the north pier that requires that the bridge be closed as it is no longer safe to carry traffic. The bridge had been posted

10 tons prior to its closure. The bridge will be closed through the winter of 2016-2017 and for much of 2017 until it is replaced.

Under Contract:

L-B(D38)—73-97, Bridge replacement on 120th Street between Emmett and Fayette Avenues. Letting date: October 11, 2016. Late Start Date: April 15, 2016. Contractor: Dixon Construction. Bid price: \$397,114.00. The existing bridge has been closed pending replacement due to deteriorating condition. This is a locally funded project paid from the secondary road fund. A preconstruction meeting was held with the prime contractor on November 18th. The contractor plans to start work the week of November 21, 2016. His traffic control is set up and has replaced the county barricades. Removal of the existing bridge was completed this week. Shaping of the bridge opening is ongoing and cofferdams have been constructed for the first pier. Pier pile driving will begin when weather conditions are favorable. The project is scheduled to be completed in the 2017 construction season.

L-B(X14)—73-97, Bridge on 280th Street north of Danbury. Letting date: April 5, 2016. Late Start Date: August 1, 2016. Contractor: Graves Construction. Bid price: \$490,806.48. The existing bridge was load posted and in deteriorating condition. Last summer, one of the timber wings for the bridge failed resulting in the bridge being closed to traffic. This is a locally funded project from the \$1.3 million special projects levy paying the cost of construction.

The contractor has moved on site and started work. The existing bridge has been removed and channel shaping in the bridge opening has started. Pile driving was completed last week on the east pier. The pile encasements have also been poured on the east pier. Pile driving is scheduled for this week on the west pier. Pile driving on the abutments will follow and this work is expected to continue for the next three to four weeks if weather permits.

L-B(L212)—73-97, Bridge replacement on Story Avenue between 190th and 200th Streets. Letting date: July 26, 2016. Late Start Date: September 26, 2016. Contractor: Dixon Construction. Bid price: \$238,096.50. The existing bridge is posted to a maximum 20 gross load and is in deteriorating condition. This is a locally funded project paid from the secondary road fund. A box culvert has been designed to replace the existing bridge and has been submitted for Corps of Engineer approval and permitting. The project is scheduled to be completed in the 2017 construction season. The board approved the contract at the August 16th board meeting. A preconstruction meeting was held with the contractor on November 18th. He plans to move in yet this year and may complete the box culvert construction this fall and winter. Road rebuilding will likely be completed in 2017, unless favorable weather continues into January.

P-76 Box Culvert Extension, Culvert extension/bank repair on 255th Street near Hancock Avenue. Letting date: September 20, 2016. Late Start Date: November 7, 2016. Apparent Low Bid: Dixon Construction. Bid price: \$107,799.00. Timber retaining walls supporting the road embankment above a too short culvert have failed. The project will extend the culvert on both sides of the road to support the embankment height. Project awarded by board and awaiting return of contract. The contract has been approved by the Board.

The contractor moved in Monday, November 7th and has started work on the project. All concrete work was completed before Thanksgiving. The road has been rebuilt and gravelled. The project was completed the week of December 5th.

FM-CO97(126)—55-97, HMA resurfacing of County Route D22, Old Highway 20. Letting date: September 20, 2016. Contractor: Knife River Midwest. Bid price: \$2,060,532.31. The project has been let by the Iowa DOT and we are awaiting bid tabulations and an award recommendation from the Iowa DOT Office of Contracts. The project will overlay the existing pavement on county

road D22 from the intersection of K49 northeast of Lawton to approximately one half mile east of Buchanan Avenue. Some cross road culverts will also be replaced as part of the project work. The project will be paid for with county farm to market funds. Project work is likely to be done in early 2017, but could start in late 2016 if the contractor chooses to do so. Contracts were approved by the Board at their November 8th meeting.

OTHER PROJECTS:

COUNTY BRIDGE B82

County Bridge B82 is on 140th Street between Kossuth and Lee Avenues. It was one of the flood damaged structures from the June 18, 2016 flood event. Initially, we were going to try to replace the east abutment bridge piling to reopen the bridge this fall, but since it would remain a posted bridge and it is scheduled for replacement in the 2017 construction season, we will be moving it forward in our design schedule to replace it in whole, hopefully with a winter 2016-2017 letting. The result is that the bridge will be closed through the winter of 2016-2017.

ORTON SLOUGH DRAINAGE DISTRICT

Work is starting this week on the Orton Slough Ditch cleanup. This work was let to contract by the Board of Supervisors on behalf of the drainage district. The work is being done by L.A. Carlson Construction. Ditch cleaning and shaping work is complete. Seeding of the disturbed areas remains. The ground is now frozen, so warmer temperatures are needed to allow completion of the project.

HASKELL AVENUE BRIDGE

The Board will be receiving quotes for removal of the existing Haskell Avenue Bridge in late December. The bridge cannot be repaired as it has been shifted off its bearings by over 5 feet at the south end. The remaining substructure acts like a trash rack in the stream and channel damage will be minimized by removing the bridge prior to spring flooding. Removal of the bridge will not preclude replacement of the bridge, if the board decides to replace the bridge.

The Board will need to discuss whether the bridge should be replaced. It is a very convenient road for people from Merville that are headed north to LeMars or the north side of Sioux City. The replacement structure will cost approximately \$600,000 and I feel that this money could be better spent replacing another bridge on the county system being that this project only saves approximately ½ mile of out of distance travel. This will be the Board's choice as to whether the bridge is replaced or the road is dead ended north of the McElheney Creek channel. The project will be discussed in early 2017.

SHE'S RETIRING

*After 24 years with the 911
Center Erin Blom is hanging up
her headset.*



Please join us to celebrate her years of dedicated service she has provided to our Public Safety and this Community.

Friday January 6th, 2017 12:30 –2:30

Lower level of The Security Institute,
4647 Stone Avenue, Sioux City.