



Baker Group

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Date: May 4, 2016

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

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

Dear Mr. Schmitz:

For and in consideration of Ninety Seven Thousand Thirteen Dollars (\$97,013.00) Baker Group agrees to be the County's General Contractor and to serve as the owner's representative and project manager for the above project. All work is to be done in accordance with the letter of description provided to Baker Group by owners design team, Cannon Moss Brygger Architects of Sioux City, Iowa dated April 27, 2016 and signed by their representative Terry Glade. This agreement provides for all work on the project except for the specialty window refurbishing work provided under separate contract by the contractor referred to as Bogenrief. All work to be completed for this project will be coordinated, monitored, scheduled and managed by a Baker Group representative. All work will be verified by Baker Group in conjunction with the Design Team as being properly implemented. Any interruption to the Court Room functions, as well as any other County Departmental work in the Court House, will be conveyed to the Court Administrator and Department Heads prior to such events.

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

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**GENERAL**

1. Baker Group agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The parties agree that time is of the essence in performance of the work under this contract.
3. The customer will provide reasonable access to all areas and equipment, and will allow Baker Group to stop and start equipment as may be necessary to fulfill the terms of the project.
4. All work will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday.
5. The customer will promptly pay invoices upon approval by Board of Supervisors. Should a payment become thirty (30) days or more delinquent, Baker Group may stop all work under this project upon seven (7) days notice and demand for payment.
6. As a governmental entity, Woodbury County is exempt from certain taxes. Woodbury County will provide an exemption certificate to Baker Group upon request.
7. Any legal action relating to this agreement, or the breach thereof, shall be commenced within the period specified by applicable law.
8. This Proposal valid for a period of 60 days after issuance.
9. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.