

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

Date: 4/24/2024 Weekly Agenda Date: 4/30/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

County/ City 28th Street Development Project

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Sioux City Engineering Co. has submitted Final Payment of the 28th Street Development Project. City of Sioux City (Engr. Dept) has reviewed. Pay Application #13 has been approved by Toth Engineering.

BACKGROUND:

8/16/2022 CO #3 Approved
8/02/2022 CO # 2 Approved
7/26/2022- County/ City Letter of Understanding & CO #1 Approved
7/27/2021- 28th St. Development Bid Contract Awarded- Sioux City Engineering Co.
6/08/2021- Plans, Specifications, Form of Contract Approved
11/03/2020- Toth & Associates Engineering Contract Approved
6/02/2020- County/ City 28E- 28th Street Developmental Services Agreement Approved

FINANCIAL IMPACT:

Sioux City Engineering Co.- Contract Final- \$3,179,176.19
Sioux City Engineering Co.- C/O #4, C/O #5, & Pay Application #13 -Balance to Complete- \$238,712.24
County/City 28E Agreement (City Requested Improvements Pay App #13)- (\$11,315.29)
28th Street FY2023 CIP Project- \$99,463.11
FY2023 CIP (Other)- \$127,933.84

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 Motions completing project

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve FY2023 CIP in the Amount of \$127,933.84
Motion to Approve Sioux City Engineering Co. Change Orders #4, #5, & Final Contract Pay Application #13 in the Amount of \$238,712.24

WOODBURY COUNTY COST ANALYSIS

Contract Base Bid	2,689,603.50
Change Order #1 (City Requested Future Developments)	76,955.00
Change Order #2- 28th Street Changes	190,113.65
Change Order #3- 28th St. Driveways & Outerbelt Rip-Rap	27,069.80
Change Order #4 & #5	195,434.24
LOU & Change Order #1 Sioux City/ MidAmerican Request's	-302,626.00
Sioux City Change Order #2 Deduct Items 39 & 60	-9,020.00
Toth & Associates Amended Engineering Costs	11,944.65
Sioux City Costs Amended (Toth Add'l Engineering Request)	-11,944.65
MidAm Energy Add'l Gas Main Line, Meter, Riser, Guard Post	55,842.92
Architect/ Engineering	348,000.00
CenturyLink Relocations	6,515.20
Project Owners Representative	84,000.00
Certified Testing Services	1,990.00
Administration/ Reimbursables (Toth)	3,407.58
Project Sub-total	3,367,285.89
City of Sioux City Direct Costs (Invoice 9112-23 Page-6)	323,590.65
28E Development Agreement Sioux City Contribution	2,800,000.00
WOODBURY COUNTY TOTAL	\$567,285.89



WOODBURY COUNTY
 620 Douglas Street
 Sioux City IA 51101

INVOICE NUMBER: 9112-23
INVOICE DATE: 5/8/2024
AMOUNT DUE THIS INVOICE: \$ 11,315.29

To: City of Sioux City
 PO Box 447
 Sioux City IA 51102-0447

Send Payment To:
 Woodbury County Building Services
 620 Douglas Street
 Sioux City IA 51101

Reimbursable expenses related to the 28th Street Development Project to be paid to Woodbury County per 28E agreement.

FINAL BILLING					
<i>Payment Check #</i>	<i>Post Date</i>	<i>Invoice #</i>	<i>Invoice Date</i>	<i>Vendor</i>	<i>Item Total</i>
		8403-13	8/4/2023	Sioux City Engineering	11,315.29
<i>*NOTE: Invoice 8403-13 includes only Sioux City's responsibility.</i>					

Amount due this invoice: \$ 11,315.29

Itemized Previous Billings

Payment Check #	Post Date	Invoice #	Invoice Date	Vendor	Item Total
Woodbury County Invoice 9112-01					
528333	1/5/2021	50722	11/30/2020	Toth and Associates Inc	29,927.58
528670	1/19/2021	50824	12/31/2020	Toth and Associates Inc	29,725.00
Woodbury County Invoice 9112-02					
529613	3/2/2021	190578	1/28/2021	Baker Group	15,000.00
529627	3/2/2021	50939	1/31/2021	Toth and Associates Inc	44,900.00
530141	3/23/2021	51070	2/28/2021	Toth and Associates Inc	37,550.00
Woodbury County Invoice 9112-03					
530886	4/27/2021	51207	3/31/2021	Toth and Associates Inc	26,178.75
Woodbury County Invoice 9112-04					
531397	6/1/2021	51350	4/30/2021	Toth and Associates Inc	13,976.63
531392	6/1/2021	195973	5/19/2021	Baker group	7,500.00
Woodbury County Invoice 9112-05					
531553	7/6/2021	51562	5/31/2021	Toth and Associates Inc	9,050.00
531629	7/20/2021	51659	6/30/2021	Toth and Associates Inc	2,105.00
Woodbury County Invoice 9112-06					
531849	8/31/2021	51934	7/31/2021	Toth and Associates Inc	1,750.00
Woodbury County Invoice 9112-07					
531944	9/21/2021	51973	8/31/2021	Toth and Associates Inc	7,189.27
531930	9/21/2021	205129	8/31/2021	Baker Group	10,000.00
Woodbury County Invoice 9112-08					
532038	10/12/2021	2877270	9/22/2021	Mid American	55,842.92
532126	10/26/2021	52141	9/30/2021	Toth & Associates	2,000.00
Woodbury County Invoice 9112-09					
532139	11/2/2021	SC43833	10/22/2021	Certified Testing Services	1,460.00
532173	11/9/2021	208583	10/26/2021	Baker Group	7,500.00

Itemized Previous Billings (cont.)

Payment Check #	Post Date	Invoice #	Invoice Date	Vendor	Item Total
Woodbury County Invoice 9112-10					
532305	12/14/2021	SC43974	11/23/2021	Certified Testing Services	350.00
Woodbury County Invoice 9112-11					
532388	1/3/2022	SC44101	12/23/2021	Certified Testing Services	180.00
4173498	1/20/2022	8403-01	11/22/2021	Sioux City Engineering	147,777.25
Woodbury County Invoice 9112-12					
4236902	2/3/2022	8403-02	12/27/2022	Sioux City Engineering	222,846.25
4275624	2/10/2022	213949	1/24/2022	Baker Group	10,000.00
4337263	2/24/2022	8403-03	2/3/2022	Sioux City Engineering	195,802.60
Woodbury County Invoice 9112-13					
4475572	3/24/2022	216550	2/28/2022	Baker Group	10,000.00
4508620	3/31/2022	8403-04	3/3/2022	Sioux City Engineering	526,341.14
Woodbury County Invoice 9112-14					
4578817	4/14/2022	217936	3/23/2022	Baker Group	5,000.00
4650110	4/28/2022	8403-05	4/4/2022	Sioux City Engineering	112,940.75
Woodbury County Invoice 9112-15					
4832508	6/2/2022	8403-06	5/18/2022	Sioux City Engineering	311,286.98
Woodbury County Invoice 9112-16					
5058157	7/14/2022	8403-07	6/15/2022	Sioux City Engineering	63,898.66
5058173	7/14/2022	223995	6/23/2022	Baker Group	10,000.00
Woodbury County Invoice 9112-17					
APA009157	8/24/2022	52345	10/31/2021	TOTH & ASSOCIATES	8,500.00
APA009157	8/24/2022	52592	11/30/2021	TOTH & ASSOCIATES	8,400.00
APA009157	8/24/2022	52791	12/31/2022	TOTH & ASSOCIATES	24,400.00
APA009157	8/24/2022	52897	1/31/2022	TOTH & ASSOCIATES	25,700.00
APA009157	8/24/2022	53182	3/11/2022	TOTH & ASSOCIATES	48,515.20

Itemized Previous Billings (cont.)

Payment Check #	Post Date	Invoice #	Invoice Date	Vendor	Item Total
Woodbury County Invoice 9112-17 (cont.)					
APA009157	8/24/2022	53306	3/31/2022	TOTH & ASSOCIATES	15,000.00
APA009157	8/24/2022	53587	4/30/2022	TOTH & ASSOCIATES	13,000.00
APA009157	8/24/2022	53785	5/31/2022	TOTH & ASSOCIATES	8,000.00
APA009157	8/24/2022	53903	6/30/2022	TOTH & ASSOCIATES	7,000.00
APA009157	8/24/2022	54142	7/31/2022	TOTH & ASSOCIATES	2,000.00
Woodbury County Invoice 9112-18					
5465014	9/22/2022	8403-08	7/12/2022	Sioux City Engineering	505,202.69
5465014	9/22/2022	8403-09	8/8/2022	Sioux City Engineering	341,628.03
		8403-04	3/3/2022	Sioux City Engineering	(12,216.43)
Woodbury County Invoice 9112-19					
5595085	10/13/2022	8403-10	9/13/2022	Sioux City Engineering	54,309.70
Woodbury County Invoice 9112-20					
5942770	12/8/2022	234139	11/21/2022	Baker Group	9,000.00
Woodbury County Invoice 9112-21					
590911	9/7/2023	8403-11	8/4/2023	Sioux City Engineering	111,405.31
APA017125	9/6/2023	55974	3/31/2023	Toth and Associates Inc	5,000.00
Woodbury County Invoice 9112-22					
1674283	2/29/2024	8403-12	8/4/2023	Sioux City Engineering	19,352.08

Total previously billed: 3,112,275.36

Billed to date: 3,123,590.65

Payments Received

<i>Sioux City Check #</i>	<i>Check Date</i>	<i>County Invoice #</i>	<i>Invoice Date</i>	<i>Invoice Amount</i>	<i>Amount Received</i>
3127416	4/2/2021	9112-01	2/10/2021	59,652.58	59,652.58
3127935	4/30/2021	9112-02	3/31/2021	97,450.00	97,450.00
3128552	5/28/2021	9112-03	4/30/2021	26,178.75	26,178.75
3129768	7/16/2021	9112-04	6/30/2021	21,476.63	21,476.63
3130626	8/20/2021	9112-05	7/31/2021	11,155.00	11,155.00
3131125	9/10/2021	9112-06	8/31/2021	1,750.00	1,750.00
3131909	10/15/2021	9112-07	9/30/2021	17,189.27	17,189.27
3132506	11/12/2021	9112-08	10/31/2021	57,842.92	57,842.92
3133286	12/17/2021	9112-09	11/30/2021	8,960.00	8,960.00
3134004	1/21/2022	9112-10	12/31/2021	350.00	350.00
3134616	2/18/2022	9112-11	1/31/2022	147,957.25	147,957.25
3135131	3/11/2022	9112-12	2/28/2022	428,648.85	428,648.85
3135995	4/22/2022	9112-13	3/31/2022	536,341.14	536,341.14
3136562	5/20/2022	9112-14	4/30/2022	117,940.75	117,940.75
3137850	7/15/2022	9112-15	6/30/2022	311,286.98	311,286.98
3138606	8/12/2022	9112-16	7/31/2022	73,898.66	73,898.66
3139623	9/30/2022	9112-17	8/31/2022	160,515.20	160,515.20
3140150	10/21/2022	9112-18	9/30/2022	834,614.29	834,614.29
3140574	11/10/2022	9112-19	10/31/2022	54,309.70	54,309.70
3141836	1/13/2023	9112-20	12/31/2022	9,000.00	9,000.00
3147440	10/13/2023	9112-21	9/30/2023	116,405.31	116,405.31
3150256	3/15/2024	9112-22	2/29/2024	19,352.09	19,352.08
		9112-23		11,315.29	

Total payment received to date: 3,112,275.36

Total payment due: 11,315.29

28E Agreement Summary

28E City Contribution:	\$	2,800,000.00
Additional City Costs:	+	\$ 323,590.65
Total expenses to date:	-	\$ 3,123,590.65

Remaining City Contribution: \$ -

Additional City Costs Summary

Expenses not included in original 28E agreement (Amended Costs):	\$	11,944.65
LOU - Letter of Understanding - July 11, 2022 (Mid American)	\$	225,671.00
Change Order #1 (per Gordon Phair)	\$	76,955.00
Change Order #2 Item 39 - 4-FT Diameter Precast Standard Concrete Manhole	\$	5,350.00
Change Order #2 Item 60 - Fire Hydrant Relocation	\$	3,670.00

Total Additional Costs: \$ 323,590.65

Amended Cost Detail

County Invoice	Invoice #	Vendor	Description	Item Total
9112-03	51207	Toth & Associates	Items listed as "Amended Traffic Study/MidAmerican Energy"	\$ 3,578.75
9112-04	51350	Toth & Associates	Items listed as "Amended Traffic Study/MidAmerican Energy"	\$ 5,176.63
9112-07	51973	Toth & Associates	Items listed as "Amended Traffic Study/MidAmerican Energy"	\$ 3,189.27
Total Amended Costs to Date:				\$ 11,944.65

July 11, 2022 LOU Cost Detail

<i>County Invoice</i>	<i>Invoice #</i>	<i>Vendor</i>	<i>Description</i>	<i>Item Total</i>
9112-12	8403-02	Sioux City Engineering	Items 038, 040 (less retainage)	\$ 14,107.50
9112-12	8403-03	Sioux City Engineering	Items 038, 040 (less retainage)	\$ 15,010.00
9112-13	8403-04	Sioux City Engineering	Items 042, 044 (less retainage)	\$ 11,074.05
9112-14	8403-05	Sioux City Engineering	Items 013, 015 (less retainage)	\$ 19,166.25
9112-18	8403-08	Sioux City Engineering	Item 21 (less retainage)	\$ 6,008.75
9112-18	8403-09	Sioux City Engineering	Items 4, 23, 25 (less retainage)	\$ 94,711.20
9112-19	8403-10	Sioux City Engineering	Items 042, 044 (less retainage)	\$ 54,309.70
9112-21	8403-11	Sioux City Engineering	Reduced Retainage	\$ 9,613.58
9112-22	8403-12	Sioux City Engineering	Reduced Retainage	\$ 1,669.97
Total 7/11/22 LOU Costs to Date:				\$ 225,671.00

Change Order Cost Detail

<i>County Invoice</i>	<i>Invoice #</i>	<i>Vendor</i>	<i>Description</i>	<i>Item Total</i>
9112-18	8403-09	Sioux City Engineering	Change Order #1, all items (less retainage)	\$ 73,107.25
9112-18	8403-09	Sioux City Engineering	Change Order #2, Item 39 (less retainage)	\$ 5,082.50
9112-18	8403-09	Sioux City Engineering	Change Order #2, Item 60 (less retainage)	\$ 3,486.50
9112-21	8403-11	Sioux City Engineering	Reduced Retainage	\$ 3,662.54
9112-22	8403.12	Sioux City Engineering	Reduced Retainage	\$ 636.21
Total Change Order Costs to Date:				\$ 85,975.00

28th STREET PROJECT: CONTRACT APPLICATIONS BREAKOUT/ WOODBURY BREAKOUT/ CITY BREAKOUT

Engineers Pre-Bid Project Estimate (06/08/2021)	\$3,630,000.00
Sioux City Engineering Co. - Original Contract Award	\$2,689,603.50
Sioux City Engineering Co. - Change Order #1 (City of Sioux City 28th St. Devlp. Future Improvement Request)	\$76,955.00
Sioux City Engineering Co. - Change Order #2 (28th St. Contract Line Item Quantities Adjustments)	\$190,113.65
Sioux City Engineering Co. - Change Order #3 (Outerbelt Dr. Rip-Rap; 28th St. Adjoining Properties SUDAS Dri	\$27,069.80
Sioux City Engineering Co. - Change Order #4 (28th St./ Outerbelt Drive Project Final Line Item Quantities Adj	\$237,493.24
SCE Change Order #5 (Deduct)	\$42,059.00
	\$3,179,176.19
SCE Contract Total	\$3,179,176.19
Deduct Sioux City 28E Agreement	\$2,800,000.00
	\$379,176.19
Deduct Sioux City LOU Request CO #1	\$302,626.00
	\$76,550.19
Deduct Sioux City Requist CO #2	\$9,020.00
	\$67,530.19
MidAmerican Gas Line Extension	\$55,842.92
	\$123,373.11
Architect/ Engineers	\$348,000.00
	\$471,373.11
CenturyLink	\$6,515.20
	\$477,888.31
Owners Representative	\$84,000.00
	\$561,888.31
Certified Testing Services	\$1,990.00
	\$563,878.31
Toth & Associates Reimbursements	\$3,407.58
	\$567,285.89

Contractor's Application for Payment No. 13

Application Period: 7/31/2023-3/31/2024		Application Date: 8/04/2023	
To (Owner): Woodbury County, Iowa	From (Contractor): Sioux City Engineering	Via (Engineer): Toth and Associates, Inc.	
Project: Woodbury County Law Enforcement Center Offsite Improvements	Contract: Woodbury County Law Enforcement Center Offsite Improvements		
Owner's Contract No.:	Contractor's Project No.: 8403	Engineer's Project No: 00-278	

**Application For Payment
Change Order Summary**

Number	Additions	Deductions
1	\$76,955.00	
2	\$190,113.65	
3	\$27,069.80	
4	\$237,493.24	
5		\$42,059.00
TOTALS	\$531,631.69	\$42,059.00
NET CHANGE BY CHANGE ORDERS	\$489,572.69	

1. ORIGINAL CONTRACT PRICE.....	\$ 2,689,603.50
2. Net change by Change Orders.....	\$ 489,572.69
3. Current Contract Price (Line 1 ± 2).....	\$ 3,179,176.19
4. TOTAL COMPLETED AND STORED TO DATE	
(Column F total on Progress Estimates).....	\$ 3,179,176.19
5. RETAINAGE:	
a. X \$3,179,176.19 Work Completed.....	\$
b. 5% X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 3,179,176.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 2,940,463.95
8. AMOUNT DUE THIS APPLICATION.....	\$ 238,712.24
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G total on Progress Estimates + Line 5.c above).....	\$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Janet Vavra Date: 4/16/24

Payment of: \$ 238,712.24
(Line 8 or other - attach explanation of the other amount)

is recommended by: Matt [Signature] 4/17/2024
(Engineer) (Date)

is approved by: _____
(Owner) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract)		Woodbury County Law Enforcement Center Offsite Improvements			Application Number		12		
Application Period		7/31/2023-3/31/2024			Application Data				
		Work Completed			E		F		
A		B		C		D		G	
Specification Section No.	Description	Subtotal Value (\$)	From Previous Application (C-1)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / D)	Balance to Finish (D - F)	
	Base Bid								
001	Mobilization, Demobilization and Bonding	\$120,000.00	\$120,000.00			\$120,000.00	100.0%		
007	Signage	\$3,400.00	\$3,400.00			\$3,400.00	100.0%		
012	Temporary Traffic Control	\$11,500.00	\$11,500.00			\$11,500.00	100.0%		
045	Curb-Mant Protection								
046	Temporary Erosion Control	\$10,500.00	\$10,500.00			\$10,500.00	100.0%		
049	IFC Fire Service Connection	\$7,000.00	\$7,000.00			\$7,000.00	100.0%		
050	EEC Water Service Connection	\$9,750.00	\$9,750.00			\$9,750.00	100.0%		
072	Concrete Top-Rip Stop Stabilization	\$6,320.00	\$6,320.00			\$6,320.00	100.0%		
074	Reveal 20th Street Pavement for Temporary Curb Installation	\$550.00		\$550.00		\$550.00	100.0%		
076	Additional Fence Installation	\$10,000.00		\$10,000.00		\$10,000.00	100.0%		
077	Trash Removal	\$14,061.27		\$14,061.27		\$14,061.27	100.0%		
Totals		\$199,081.27	\$174,750.00	\$24,611.27		\$199,081.27			

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)		Woodbury County Law Enforcement Center Office Improvements						Application Number		
Application Period		7/31/2023-3/31/2024						Application Date		
A		B			C	D	E	F		
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (from C)	Total Completed and Stored to Date (D + E)	% (F - D)	Balance to Finish (H - F)
		Item Quantity	Units	Unit Price						
	Base Bid									
002	7.0 in. Concrete Pavement (25th Street)	123.484	SF	\$6.50	\$802,686.16	123.48370	\$802,686.16	\$802,686.16	100.0%	
003	7.0 in. Concrete Pavement (Inner Drive)		SF	\$6.50						
004	7.0 in. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)	10.050	SF	\$6.50	\$65,325.00	10.05000	\$65,325.00	\$65,325.00	100.0%	
005	Plunge Stop	2.015	LF	\$6.00	\$12,090.00	2.01500	\$12,090.00	\$12,090.00	100.0%	
006	Pavement Markings	11.174	LF	\$4.00	\$44,696.00	11.17400	\$44,696.00	\$44,696.00	100.0%	
008	7.0 in. Concrete Pavement Replacement		SF	\$27.00						
009	6.0 in. Asphalt Pavement Replacement	82F	SF	\$6.85	\$5,631.25	82.00	\$5,631.25	\$5,631.25	100.0%	
010	Fence & Gate Replacement	50	LF	\$40.00	\$2,000.00	50.00	\$2,000.00	\$2,000.00	100.0%	
013	8-inch Df-14 4700 PVC Potable Water Main (Mid-American)	145	LF	\$115.00	\$16,675.00	145.00	\$16,675.00	\$16,675.00	100.0%	
014	10-inch DP-14 4500 PVC Potable Water Main	5450	LF	\$94.00	\$512,400.00	5450.00	\$512,400.00	\$512,400.00	100.0%	
015	8-inch Gate Valve (Mid-American)	2	EA	\$1,750.00	\$3,500.00	2.00	\$3,500.00	\$3,500.00	100.0%	
016	10-inch Butterfly Valve	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00	\$4,500.00	100.0%	
017	Air Release Valve	1	EA	\$15,750.00	\$15,750.00	1.00	\$15,750.00	\$15,750.00	100.0%	
018	Fire Hydrant	30	EA	\$3,900.00	\$117,000.00	30.00	\$117,000.00	\$117,000.00	100.0%	
019	Sanitary Sewer Manhole Box Adjustment		EA	\$2,300.00						
020	2-FT Concrete Curb and Gutter	7.834	LF	\$79.00	\$619,526.00	7.83400	\$619,526.00	\$619,526.00	100.0%	
021	2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)	275	LF	\$23.00	\$6,325.00	275.00	\$6,325.00	\$6,325.00	100.0%	
022	Earthwork (Cut)	3.774	CY	\$6.00	\$22,644.00	3.77300	\$22,644.00	\$22,644.00	100.0%	
023	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	4.532	CY	\$6.00	\$27,192.00	4.53150	\$27,192.00	\$27,192.00	100.0%	
024	Earthwork (Fill)	14.798	CY	\$8.00	\$118,384.00	14.79700	\$118,380.00	\$118,380.00	100.0%	
025	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	15	CY	\$10.00	\$150.00	15.00	\$150.00	\$150.00	100.0%	
026	8-inch Perforated Subsham	7.814	LF	\$6.50	\$50,921.00	7.81400	\$50,921.00	\$50,921.00	100.0%	
027	15-inch RCP Storm Pipe	980	LF	\$44.00	\$43,120.00	980.00	\$43,120.00	\$43,120.00	100.0%	
028	15-inch RCP Flared End Section with Rip Rap Outlet Protection	1	EA	\$1,300.00	\$1,300.00	1.00	\$1,300.00	\$1,300.00	100.0%	
029	18-inch RCP Storm Pipe		LF	\$49.00						
030	18-inch RCP Flared End Section with Rip Rap Outlet Protection		EA	\$1,975.00						
031	24-inch RCP Storm Pipe	30	LF	\$70.00	\$2,100.00	30.00	\$2,100.00	\$2,100.00	100.0%	
032	Single Gate Intake (SW-501)	9	EA	\$2,550.00	\$22,950.00	9.00	\$22,950.00	\$22,950.00	100.0%	
033	Single Gate Intake (SW-503)	1	EA	\$4,750.00	\$4,750.00	1.00	\$4,750.00	\$4,750.00	100.0%	
034	22-inch RCP Storm Pipe	356	LF	\$100.00	\$35,600.00	356.00	\$35,600.00	\$35,600.00	100.0%	
035	22-inch RCP Flared End Section with Rip Rap Outlet Protection	4	EA	\$6,550.00	\$26,200.00	4.00	\$26,200.00	\$26,200.00	100.0%	
036	8-inch SDR 26 PVC Gravity Sewer	228	LF	\$35.00	\$8,208.00	228.00	\$8,208.00	\$8,208.00	100.0%	
037	10-inch SDR 26 PVC Gravity Sewer	4,225	LF	\$38.00	\$160,550.00	4,225.00	\$160,550.00	\$160,550.00	100.0%	
038	10-inch SDR 26 PVC Gravity Sewer (Mid-American)	523	LF	\$38.00	\$19,874.00	523.00	\$19,874.00	\$19,874.00	100.0%	
039	44-1 Diameter Precast Standard Concrete Manhole	22	EA	\$2,350.00	\$51,700.00	22.00	\$51,700.00	\$51,700.00	100.0%	
040	44-1 Diameter Precast Standard Concrete Manhole (Mid-American)	2	EA	\$1,350.00	\$2,700.00	2.00	\$2,700.00	\$2,700.00	100.0%	
041	Fiber-Optic	4,270	LF	\$27.75	\$118,492.50	4,270.00	\$118,492.50	\$118,492.50	100.0%	
042	Fiber-Optic (City of Sioux City)	2,365	LF	\$25.00	\$59,125.00	2,365.00	\$59,125.00	\$59,125.00	100.0%	
043	Fiber-Optic Handhole	5	EA	\$2,800.00	\$14,000.00	5.00	\$14,000.00	\$14,000.00	100.0%	
044	Fiber-Optic Handhole (City of Sioux City)	4	EA	\$2,800.00	\$11,200.00	4.00	\$11,200.00	\$11,200.00	100.0%	
047	Cleanup and Restoration	9.3	AC	\$1,500.00	\$13,950.00	9.30	\$13,950.00	\$13,950.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)		Woodbury County Law Enforcement Center Offsite Improvements		Application Number		11					
Application Period		7/31/2023-3/31/2024		Application Date							
A				B	C	D	E				
Item				Contract Information		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Moved to Date (D - E)	% (F - B)	Balance to Finish (B - F)
Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (B)						
048	Final Seed, Fertilizer, and Mulch	9.3	AC	\$2,800.00	\$26,040.00	9.30	\$26,040.00		\$26,040.00	100.0%	
051	36-inch RCP Storm Pipe	365	LF	59.400	\$37,130.00	365.00	\$37,130.00		\$37,130.00	100.0%	
052	36-inch RCP Storm Pipe	467	LF	51.020	\$47,634.00	467.00	\$47,634.00		\$47,634.00	100.0%	
053	36-inch RCP 30' Hand		EA	\$4,200.00							
054	36-inch x 72-inch RCP Tee	1	EA	\$7,630.00	\$7,630.00	1.00	\$7,630.00		\$7,630.00	100.0%	
055	16-inch I.D. Circular Single Grate Intake (SW-502)	4	EA	\$6,700.00	\$26,800.00	4.00	\$26,800.00		\$26,800.00	100.0%	
056	Pavement Removals	40,310	SF	\$1.20	\$48,372.00	40,310.00	\$48,372.00		\$48,372.00	100.0%	
057	9.0 m. Concrete Pavement (Outer Drive)	21,870	SF	\$10.34	\$227,404.50	21,870.00	\$227,404.50		\$227,404.50	100.0%	
058	Apron Footings	4	EA	\$4,000.00	\$16,000.00	4.00	\$16,000.00		\$16,000.00	100.0%	
059	Outer Drive Intake Modification	1	EA	\$1,650.00	\$1,650.00	1.00	\$1,650.00		\$1,650.00	100.0%	
060	Fire Hydrant Relocation	1	EA	\$3,670.00	\$3,670.00	1.00	\$3,670.00		\$3,670.00	100.0%	
061	Pavement Striping Renewal	3	LS	\$6,315.00	\$6,315.00	3.00	\$6,315.00		\$6,315.00	100.0%	
062	Immovable Soil Earthwork	63	SF	\$12.00	\$756.00	63.00	\$756.00		\$756.00	100.0%	
063	General Soil Stabilization	1,700	SF	\$1.50	\$3,250.00	1,700.00	\$3,250.00		\$3,250.00	100.0%	
064	Branch of Modified Subbase	1,700	SF	\$4.20	\$7,140.00	1,700.00	\$7,140.00		\$7,140.00	100.0%	
065	Pavement Renewal (Driveways)	850	SF	\$1.70	\$1,445.00	850.00	\$1,445.00		\$1,445.00	100.0%	
066	7.0 m. Concrete Pavement (Driveways)	2,130	SF	\$16.90	\$35,997.00	2,130.00	\$35,997.00		\$35,997.00	100.0%	
067	Earthwork (Fill) (Driveways)	160	CY	\$12.00	\$1,920.00	160.00	\$1,920.00		\$1,920.00	100.0%	
068	Modified Sub-Base (Driveways)	42	CY	\$70.00	\$2,940.00	42.00	\$2,940.00		\$2,940.00	100.0%	
069	Curb Placement	20	LF	\$20.00	\$400.00	20.00	\$400.00		\$400.00	100.0%	
070	Curb Guard	75	LF	\$22.00	\$1,650.00	75.00	\$1,650.00		\$1,650.00	100.0%	
071	Gate & Gate Relocation	120	LF	\$40.00	\$4,800.00	120.00	\$4,800.00		\$4,800.00	100.0%	
072	1.5 m. Temporary Asphalt Surfacing	20	TH	\$298.00	\$5,960.00	20.00	\$5,960.00		\$5,960.00	100.0%	
073	Temporary Asphalt Curb	60	LF	\$1,660.00	\$1,000.00	60.00	\$1,000.00		\$1,000.00	100.0%	
074	12-inch Gate Valve	1	EA	\$4,250.00	\$4,250.00	1.00	\$4,250.00		\$4,250.00	100.0%	
Totals						\$2,980,094.92	\$2,980,094.92		\$2,980,094.92	100.0%	

Stored Material Summary

Contractor's Application

For (Contract):		Woodbury County Law Enforcement Center Offsite Improvements						Application Number:		13	
Application Period:		7/31/2023-3/31/2024						Application Date:			
Bid Item No	Supplier Invoice No	Submittal No (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
					Date Placed into Storage (Month/Year)	Amount (\$)			Amount Stored this Month (\$)	Incorporated in Work Date (Month/Year)	
41	213S120-01			Fiber-Optic	2/2022		\$10,619.40	\$10,619.40	9/2022	\$10,619.40	
42	213S120-02			Fiber-Optic (City of Sioux City)	2/2022		\$10,619.39	\$10,619.39	9/2022	\$10,619.39	
43	213S120-03			Fiber-Optic Handhole	2/2022		\$2,240.00	\$2,240.00	9/2022	\$2,240.00	
44	213S120-04			Fiber-Optic Handhole (City of Sioux City)	2/2022		\$1,037.51	\$1,037.51	9/2022	\$1,037.51	
Totals							\$24,516.30	\$24,516.30		\$24,516.30	

EJCDC

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

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CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #5
 County Woodbury
 Project Woodbury County LEC Offsite Improvements
 Job No. 00-278

Sioux City Engineering Company Contractor

You are hereby directed to make the following changes from the contract

1. Description and reason for change (attach supplemental sheets if required):
Quantity Adjustments
2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	16	16-inch Butterfly Valve	EA	4	3	(1)	\$ 4,500.00	\$ (4,500.00)
2	45	Gas Main Extension	LS	1	0	(1)	\$ 28,343.00	\$ (28,343.00)
3	52	36-inch RPC Storm Pipe	LF	475	467	(8)	\$ 102.00	\$ (816.00)
4	53	36-inch RCP Bend	EA	2	0	(2)	\$ 4,200.00	\$ (8,400.00)
							Total	\$ (42,059.00)

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ (42,059.00)
3. INCREASE PREVIOUS	\$ 531,631.69
4. TOTAL INCREASE TO DATE	\$ 489,572.69
5. TOTAL	\$ 3,179,176.19

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto.

Engineer Approval:

Toth and Associates, Inc.

By (Printed) Matt Miller, PE
 Signature *Matt Miller*
 Date 4/17/2024

Contractor Approval:

Sioux City Engineering Company

By (Printed) Janet Vavra
 Signature *Janet Vavra*
 Date 4/16/24

County Approvals:

Woodbury County Board of Supervisors

By (Printed) _____
 Signature _____

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #4
 County Woodbury
 Project Woodbury County LEC Offsite Improvements
 Job No. 00-278

Sioux City Engineering Company Contractor

You are hereby directed to make the following changes from the contract

1. Description and reason for change (attach supplemental sheets if required):
 Installation of 1.5-inch of Temporary Asphalt Pavement and Asphalt Curb at the LEC Entrance.
 Additional Fence Installation & Trash Removal
 Quantity Adjustments

2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	2	7.0 in. Concrete Pavement (28th Street)	SF	106,052	123,484	17,432	\$ 6.80	\$ 118,535.56
2	6	Pavement Markings	LF	7,310	11,174	3,864	\$ 1.00	\$ 3,864.00
3	20	2-ft Concrete Curb and Gutter	LF	7,291	7,834	543	\$ 9.00	\$ 4,887.00
4	21	Earthwork (Cut)	CY	2,565	3,774	1,209	\$ 6.00	\$ 7,251.60
5	22	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	4,275	4,532	257	\$ 6.00	\$ 1,539.00
6	24	Earthwork (Fill)	CY	14,160	14,798	638	\$ 8.00	\$ 5,100.80
7	26	6-inch Perforated Subdrain	LF	7,291	7,834	543	\$ 6.50	\$ 3,529.50
8	27	15-inch RCP Storm Pipe	LF	970	989	19	\$ 44.00	\$ 836.00
9	34	72-inch RCP Storm Pipe	LF	325	356	31	\$ 400.00	\$ 12,400.00
10	36	8-inch SDR 26 PVC Gravity Sewer	LF	210	228	18	\$ 36.00	\$ 648.00
11	37	10-inch SDR 26 PVC Gravity Sewer	LF	4,205	4,225	20	\$ 38.00	\$ 760.00
12	47	Cleanup and Restoration	AC	8	9.3	1	\$ 1,500.00	\$ 1,950.00
13	48	Final Seed, Fertilizer, and Mulch	AC	8	9.3	1	\$ 2,800.00	\$ 3,640.00
14	57	9.0 In. Concrete Pavement (Outer Drive)	SF	22,078	24,870	2,792	\$ 10.35	\$ 28,897.20
15	66	7.0 In. Concrete Pavement (Driveways)	SF	1,092	2,130	1,038	\$ 6.90	\$ 7,161.51
16	73	1.5 in. Temporary Asphalt Surfacing	TN	0	20	20	\$ 298.10	\$ 5,962.00
17	74	Sawcut 28th Street Pavement for Temporary Curb Installation	LS	0	1	1	\$ 550.00	\$ 550.00
18	75	Temporary Asphalt Curb	LF	0	69	69	\$ 24.20	\$ 1,669.80
19	76	Additional Fence Installation	LS	0	1	1	\$ 10,000.00	\$ 10,000.00
20	77	Trash Removal	LS	0	1	1	\$ 14,061.27	\$ 14,061.27
21	78	12-inch Gate Valve	EA	0	1	1	\$ 4,250.00	\$ 4,250.00
Total								\$ 237,493.24

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$	2,689,603.50
2. INCREASE THIS ORDER	\$	237,493.24
3. INCREASE PREVIOUS	\$	294,138.45
4. TOTAL INCREASE TO DATE	\$	531,631.69
5. TOTAL	\$	3,221,235.19

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:

Toth and Associates, Inc.

By (Printed) Matt Miller, PE

Signature *Matt Miller*

Date 4/17/2024

Contractor Approval:

Sioux City Engineering Company

By (Printed) Janet Vavra

Signature *Janet Vavra*

Date 4/16/24

County Approvals:

Woodbury County Board of Supervisors

By (Printed) _____

Signature _____

Date _____

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

Date: 7/27/2022 Weekly Agenda Date: August 2nd, 2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz/ Toth Engineering / Baker Group

WORDING FOR AGENDA ITEM:

28th Street Paving Project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Sioux City Engineering Company 28th Street Project Contract Change Order #2- necessary to address various adjustments relating to 28th Street, Outerbelt Drive connection, and turn lane installation.

BACKGROUND:

Change Order #2 (attached) includes detailed line items. It is important to understand that the bid contracted amount for a street project is based on an engineering firm's best estimated cost. The contracts stipulate line item/ quantity costs for additional work and/ or materials- specifically identified in that manner to address anticipated unknown's that can't be assumed at the time of bid.

FINANCIAL IMPACT:

Sioux City Engineering Company Original Contract Sum = \$2,689,603.50 (City Contribution \$2.8M)

C/O #2 (28th Street Changes) = \$190,113.65

C/O #1 (Approved 7/26/2022- City Requested Future Development Improvements) = (\$76,955.00)

Sioux City Engineering Company Total Contract To Date = \$2,956,672.15

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:

Motion to approve Sioux City Engineering Company 28th Street Paving Project Contract Change Order #2.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Sioux City Engineering Company 28th Street Paving Project Contract Change Order #2 in the amount of \$190,113.65

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #2

Sioux City Engineering Company Contractor
 You are hereby directed to make the following changes from the contract

County Woodbury
 Project Woodbury County LEC
 Office Improvements
 Job No. 00-278

1. Description and reason for change (attach supplemental sheets if required):
 Pavement removals, 9-inch pavement for Outer Drive, Outer Drive shoulder widening, apron footings, and quantity adjustments.

2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	56	Pavement Removals	SF	0	40,310	40,310	\$ 1.20	\$ 48,372.00
2	2	7.0 in. Concrete Pavement (28th Street)	SF	104,060	106,052	1,992	\$ 6.80	\$ 13,545.60
3	57	9.0 in. Concrete Pavement (Outer Drive)	SF	0	22,078	22,078	\$ 10.35	\$ 228,507.30
4	3	7.0 in Concrete Pavement (Outer Drive)	SF	15,070	0	(15,070)	\$ 6.90	\$ (103,983.00)
5	8	7.0 in. Concrete Pavement Replacement	SF	365	0	(365)	\$ 27.00	\$ (9,855.00)
6	9	6.0 in. Asphalt Pavement Replacement	SF	4,160	825	(3,335)	\$ 6.85	\$ (22,844.75)
7	19	Sanitary Sewer Manhole Rim Adjustment	EA	1	0	(1)	\$ 2,300.00	\$ (2,300.00)
8	20	2-FT Concrete Curb and Gutter	LF	7,360	7,291	(69)	\$ 9.00	\$ (621.00)
9	22	Earthwork (Cut)	CY	3,560	2,565	(995)	\$ 6.00	\$ (5,970.00)
10	24	Earthwork (Fill)	CY	13,960	14,160	200	\$ 8.00	\$ 1,600.00
11	26	6-inch Perforated Subdrain	LF	7,360	7,291	(69)	\$ 6.50	\$ (448.50)
12	39	4-FT Diameter Precast Standard Concrete Manhole	EA	21	22	1	\$ 5,350.00	\$ 5,350.00
13	58	Apron Footings	EA	0	4	4	\$ 4,000.00	\$ 16,000.00
14	59	Outer Drive Intake Modification	EA	0	1	1	\$ 1,650.00	\$ 1,650.00
15	60	Fire Hydrant Relocation	EA	0	1	1	\$ 3,670.00	\$ 3,670.00
16	61	Pavement Striping Removal	LS	0	1	1	\$ 6,315.00	\$ 6,315.00
17	62	Unsuitable Soil Earthwork	SF	0	63	63	\$ 12.00	\$ 756.00
18	63	Geogrid Soil Stabilization	SF	0	1,700	1,700	\$ 1.90	\$ 3,230.00
19	64	18-Inch of Modified Subbase	SF	0	1,700	1,700	\$ 4.20	\$ 7,140.00
Total							\$	190,113.65

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ 190,113.65
3. INCREASE PREVIOUS	\$ 76,955.00
4. TOTAL INCREASE TO DATE	\$ 267,068.65
5. TOTAL	\$ 2,956,672.15

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:

Toth and Associates, Inc.

By (Printed) Matt Miller, PE

Signature *Matt Miller*

Date 7/25/2022

Contractor Approval:

Sioux City Engineering Company

By (Printed) Janet Vavra

Signature *Janet Vavra*

Date 7/25/22

County Approvals:

Woodbury County Board of Supervisors

By (Printed) _____

Signature _____

Date _____

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

Date: 8/10/2022 Weekly Agenda Date: August 16th, 2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz/Toth Engineering/ Baker Group

WORDING FOR AGENDA ITEM:

28th Street Paving Project

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Sioux City Engineering Company 28th Street Project Contract Change Order #3- necessary to address various adjustments relating to 28th Street land owner drive entrances

BACKGROUND:

Change Order #3 (attached) includes detailed line items and adjustments necessary and related to three adjacent properties/ land-owner driveway entrances. Changes are required to comply with SUDAS requirements and property owner needs. A meeting was held on 8/09/2022 with property owners to discuss how original property access changed and how new design would impact their operations.

FINANCIAL IMPACT:

Sioux City Engineering Company Original Contract Sum = \$2,689,603.50 (City Contribution \$2.8M)
C/O #3 28th St. Driveways & Outerbelt Rip-Rap = \$27,069.80
C/O #2 (28th St. Changes) = \$190,113.65
C/O #1 (Approved 7/26/2022- City Requested Improvements) = (\$76,955.00)
SCE Total Contract To Date = \$2,983,741.95

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:

Motion to approve Sioux City Engineering Company 28th Street Paving Project Contract Change Order #3.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Sioux City Engineering Company 28th Street Paving Project Contract Change Order #3.

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #3
 County Woodbury
 Project Woodbury County LEC
Offsite Improvements
 Job No. 00-278

Sioux City Engineering Company Contractor

You are hereby directed to make the following changes from the contract

1. Description and reason for change (attach supplemental sheets if required):
 Rip-Rap Slope Stabilization on Outer Drive & Revised Drive Entrances on 28th Street

2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	65	Pavement Removal (Driveways)	SF	0	850	850	\$ 1.70	\$ 1,445.00
2	66	7.0 in. Concrete Pavement (Driveways)	SF	0	1,092	1,092	\$ 6.90	\$ 7,534.80
3	67	Earthwork (Fill) (Driveways)	CY	0	160	160	\$ 12.00	\$ 1,920.00
4	68	Modified Sub-base (Driveways)	CY	0	42	42	\$ 70.00	\$ 2,940.00
5	69	Curb Replacement	LF	0	20	20	\$ 23.00	\$ 460.00
6	70	Curb Grind	LF	0	75	75	\$ 22.00	\$ 1,650.00
7	71	Fence & Gate Relocation	LF	0	120	120	\$ 40.00	\$ 4,800.00
8	72	Grouted Rip-Rap Slope Stabilization	LS	0	1	1	\$ 6,320.00	\$ 6,320.00
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
							Total	\$ 27,069.80

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ 27,069.80
3. INCREASE PREVIOUS	\$ 267,068.65
4. TOTAL INCREASE TO DATE	\$ 294,138.45
5. TOTAL	\$ 2,983,741.95

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:

Toth and Associates, Inc.

By (Printed) Matt Miller, PE

Signature *Matt Miller*

Date 8/11/2022

Contractor Approval:

Sioux City Engineering Company

By (Printed) Janet Vavra

Signature *Janet Vavra*

Date 8/12/22

County Approvals:

Woodbury County Board of Supervisors

By (Printed) _____

Signature _____

Date _____

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

Date: 7/21/2022 Weekly Agenda Date: 7/26/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

28th Street County/ City Letter of Understanding

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

LOU is necessary to address 28th Street construction project change order improvements required to meet City of Sioux City's additional anticipated developments along 28th Street.

BACKGROUND:

6/02/2020- Board Of Supervisors Approves 28th Street Project 28E Agreement for the Developmental Services with the City of Sioux City

FINANCIAL IMPACT:

LOU- Change Order #1= \$76,955.00

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

Yes No

RECOMMENDATION:

Motion to approve Letter of Understanding

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve Letter of Understanding dated July 11th, 2022



July 11, 2022

Woodbury County Board of Supervisors
620 Douglas Street, Room 104
Sioux City, Iowa 51102

Sioux City City Council
405 6th Street, PO Box 447
Sioux City, Iowa 51102

RE: Letter of Understanding - additional 28th St. improvements

Dear Chairperson Radig:

The City of Sioux City ("City") and Woodbury County ("County"), Iowa are important partners in our mutual efforts to work together in the spirit of cooperation in developing each other's interests in meeting the greater public good.

On June 8, 2020 the County and the City entered into a 28E Agreement governing the development of real estate located in the vicinity of 3701 28th Street, Sioux City, Iowa, for the proposed Woodbury County Jail Site Improvements Project. Among other things, the 28E agreement provided for construction of offsite improvements along 28th Street necessary for the Woodbury County Jail Site Improvements Project. Due to additional anticipated development along 28th Street, City has requested that certain additional items be included in the bidding documents for the 28th Street improvements.

This letter is to serve as a "Letter of Understanding" to establish the additional commitments made by each party regarding the construction of the improvements along 28th Street to ensure that both parties are proceeding according to a mutually-agreed set of expectations to avoid any miscommunication.

Under the terms of this Letter of Understanding, the County agrees to the following:

1. The County agrees to include the additional items set forth below in the project for the construction of 28th Street improvements (Woodbury County Law Enforcement Center Offsite Improvements).

Under the terms of this Letter of Understanding, the City agrees to the following:

1. The City shall pay all costs associated with adding the following items to the 28th Street improvement project (Woodbury County Law Enforcement Center Offsite Improvements):
 - a. LINE 004 - 7.0 in. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)
 - b. LINE 013 - 8-inch DR-14, C900 PVC Potable Water Main (Mid-American)
 - c. LINE 015 - 8-inch Gate Valve (Mid-American)
 - d. LINE 021 - 2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)
 - e. LINE 023 - Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)
 - f. LINE 025 - Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)
 - g. LINE 038 - 10" SDR 26 PVC Gravity Sewer (Mid-American)
 - h. LINE 040 - 4-FT Diameter Precast Standard Concrete Manhole (Mid-American)
 - i. LINE 042 - Fiber-Optic (City of Sioux City)
 - j. LINE 044 - Fiber-Optic Handhole (City of Sioux City)
 - k. LINE 102 - 14" x 23" Elliptical RCP Storm Pipe (Mid-American)
 - l. LINE 103 - 14" x 23" Elliptical RCP Flared End Section with Rip Rap Outlet Protection (Mid-American)
 - m. LINE 107 - Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)

n. LINE 109 - Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)

o. LINE 303 - 6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)

2. The units and quantities for these additional items requested by City are set forth in **Addendum #2** which is attached hereto and by this reference incorporated herein.
3. Items k. through o. above are bid alternatives and will be included in the final contract for the project only if mutually agreeable to the parties after the bids are received.
4. The City shall pay all costs associated with **Change Order #1** which is attached hereto and by this reference incorporated herein.



Robert E. Scott
Mayor
City of Sioux City

Chairperson
Woodbury County Board of Supervisors

Attachments:

Addendum #2- Contract Attachment: Bid Items, Quantities, and Prices for Woodbury County Law Enforcement Center Offsite Improvements Project

Change Order #1

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

Woodbury County Law Enforcement Center Offsite Improvements Project

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

BASE BID					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
001	Mobilization, Demobilization, & Bonding	LS	1	\$	\$
002	7.0 in. Concrete Pavement (28th Street)	SF	104,060	\$	\$
003	7.0 in. Concrete Pavement (Outer Drive)	SF	15,070	\$	\$
004	7.0 in. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)	SF	10,680	\$	\$
005	Rumple Strip	LF	2,015	\$	\$
006	Pavement Markings	LF	7,310	\$	\$
007	Signage	LS	1	\$	\$
008	7.0 in. Concrete Pavement Replacement	SF	365	\$	\$
009	6.0 in. Asphalt Pavement Replacement	SF	4,160	\$	\$
010	Fence & Gate Replacement	LF	90	\$	\$
011	Road Lighting	LS	4	\$ 0	\$ 0
012	Temporary Traffic Control	LS	1	\$	\$
013	8-inch DR-14, C900 PVC Potable Water Main (Mid-American)	LF	145	\$	\$
014	16-inch DR-14, C900 PVC Potable Water Main	LF	3,450	\$	\$

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

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

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

103	14" x 23" Elliptical RCP Flared End Section with Rip Rap Outlet Protection (Mid-American)	EA	2	\$	\$
104	18-inch RCP Storm Pipe	LF	42	\$	\$
105	18-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	2	\$	\$
106	Earthwork (Cut)	CY	7.835	\$	\$
107	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	980	\$	\$
108	Earthwork (Fill)	CY	10,535	\$	\$
109	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	CY	35	\$	\$
TOTAL BID ALT 1 CONSTRUCTION COST:					\$

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

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

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #1

Sioux City Engineering Company Contractor
 You are hereby directed to make the following changes from the contract

County Woodbury
 Project Woodbury County LEC
 Ditch Improvements
 Job No 00-278

1. Description and reason for change (attach supplemental sheets if required):

2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	27	15-inch RCP Storm Pipe	LF	1,355	970	(385)	\$ 44.00	\$ (16,940.00)
2	29	18-inch RCP Storm Pipe	LF	460	0	(460)	\$ 49.00	\$ (22,540.00)
3	30	18-inch RCP Flared End Section With Rip Rap Outlet Protection	EA	1	0	(1)	\$ 1,775.00	\$ (1,775.00)
4	32	Single Grate Intake (SW-501)	EA	13	9	(4)	\$ 2,550.00	\$ (10,200.00)
5	51	30-inch RCP Storm Pipe	LF	0	395	395	\$ 94.00	\$ 37,130.00
6	52	36-inch RCP Storm Pipe	LF	0	475	475	\$ 102.00	\$ 48,450.00
7	53	36-inch RCP 30' Bend	EA	0	2	2	\$ 4,200.00	\$ 8,400.00
8	54	36-inch x 72-inch RCP Tee	EA	0	1	1	\$ 7,630.00	\$ 7,630.00
9	55	60-inch I.D. Circular Single Grate Intake (SW-502)	EA	0	4	4	\$ 6,700.00	\$ 26,800.00
Total								\$ 76,955.00

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ 76,955.00
3. INCREASE PREVIOUS	\$ -
4. TOTAL INCREASE TO DATE	\$ 76,955.00
5. TOTAL	\$ 2,766,558.50

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:
 Toth and Associates, Inc.

Contractor Approval:
 Sioux City Engineering Company

By (Printed) Matt Miller, PE
 Signature *Matt Miller*
 Date 12/10/2021

By (Printed) Jason Sulzbach
 Signature *Jason Sulzbach*
 Date 1-5-2022

County Approvals:
 Woodbury County Board of Supervisors

By (Printed) _____
 Signature _____
 Date _____

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

Date: 9/01/2021 Weekly Agenda Date: 9/07/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

28 Street Development Project (LEC Off-site Improvements)-
MidAmerican Energy Company - Main Gas Service Extension Installation

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Main gas line extension requires approval of MidAmerican proposal and payment distribution for the gas line extension to move forward.

BACKGROUND:

On 7/27/2021 the Board of Supervisors awarded the 28th Street Development contract but deferred "other expenditures" until a later date... after County/ City project adjustments and agreement is complete. That agreement is still not complete and its date of completion is unknown.

FINANCIAL IMPACT:

28th Street SC Engineering Contract = \$28,343.00
Other Expenditures = \$46,271.68
Total = \$74,614.68

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 MidAmerican LEC Gas Service proposal for main service installation and expenditure.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve MidAmerican LEC Gas Service proposal main extension installation and expenditure

Kenny Schmitz

From: Smets, Jordan (MidAmerican) <Jordan.Smets@midamerican.com>
Sent: Friday, July 23, 2021 9:15 AM
To: Kenny Schmitz
Cc: Miller, Misty (MidAmerican)
Subject: Woodbury County Enforcement Campus - Gas Extension and Service
Attachments: Woodbury Co Enforcement Campus - Gas Proposal - 2877270 and 2900600.pdf;
Woodbury Co Enforcement - Proposed Route.pdf

CAUTION: This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Good Morning Mr. Schmitz:

Please see the attached proposal and proposed route for the gas main extension and service to serve the new Woodbury County Enforcement Campus on 28th St in Sioux City, IA.

If the proposal and design are satisfactory, please sign to return to me either with payment or email. Payments can be sent to the address below. Once both are received and the site is ready, we can release to operations for scheduling.

MidAmerican Energy
Attn: Jordan Smets – DMCC
PO Box 657
Des Moines, IA 50306

Let me know if you have any questions.

Thank you,

Jordan Smets

Customer Project Coordinator

Email: Jordan.Smets@midamerican.com

Office: 515.252.6565

MidAmerican Energy | 3500 104th Street | Urbandale, IA 50322



July 23, 2021

Woodbury County Building Services
Attn: Kenny Schmitz
401 8th St
Sioux City, IA 51101
kschmitz@woodburycountyiowa.gov

Reference: Install 1,360 feet of 6-inch gas main and 950 feet of 4-inch service to new Woodbury County Enforcement Campus on 28th St in Sioux City, IA.
WMIS: 2877270 and 2900600

Dear Mr. Schmitz:

The enclosed drawing shows MidAmerican Energy Company's proposal for providing gas to serve 23,200,000 BTU with one (1) meter at the above location. Upfront revenue credit in the amount of \$30,088.00 has been applied to this project. The remaining applicant charge for this installation is **\$74,614.68** (\$55,842.92 for the main extension and \$18,771.76 for the service) which is a Nonrefundable Contribution. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided. This proposal is based on the following terms:

MidAmerican Energy Company Proposes To:

1. Furnish and install gas service piping of the appropriate size to serve the above load.
2. Furnish and install applicable gas meter and header.
3. Supply required pressure at the meter.

The Applicant Agrees To:

1. Be responsible for all restoration.
2. Provide without cost to the Company such easements as are necessary for the installation and maintenance of Company's facilities on private property. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
3. Grade the service route to within four inches of final grade and clear the route of construction materials, obstructions, trees, etc. Extra costs for additional excavation beyond normal trenching operations, due to unforeseen underground obstructions, shall be paid by the applicant.
4. Permanently mark private fuel lines with metal tags or paint for each unit.
5. The gas riser bracket must be installed at final grade.
6. Furnish and install guard posts around the gas meter set (if needed).
7. Install the unistruts on the building wall as per the specifications noted on the meter set

drawing that will be provided from MidAmerican Energy.

8. Locate all underground facilities such as storm and sanitary sewer, septic lines, underground electric cable, communication cable, irrigation systems and water lines that are not located by members of One Call. MidAmerican Energy Company assumes no liability for private facilities not located.
9. Be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.
10. It is specifically understood and agreed Applicant must certify that all of the above requirements shall be met or this Agreement shall be deemed null and void.

If a customer makes a change to their facility that requires MidAmerican Energy Company to install protect posts around the existing gas meter/s, the customer will be responsible for the cost to install the posts.

If MidAmerican Energy Company is required to start construction of gas facilities during the winter season the work will be subject to an additional winter construction charge.

It is MidAmerican Energy Company's responsibility to see that the various utility companies' facilities are located before our construction. This includes electric, natural gas, telephone, cable television, and generally water. It is the owner's responsibility to see that any privately owned systems such as water systems, irrigation systems, drainpipes, septic lines and underground wiring are located before MidAmerican Energy Company's construction. MidAmerican Energy Company assumes no liability for private facilities that are not located.

MidAmerican Energy Company installed facilities will remain the property of MidAmerican Energy Company.

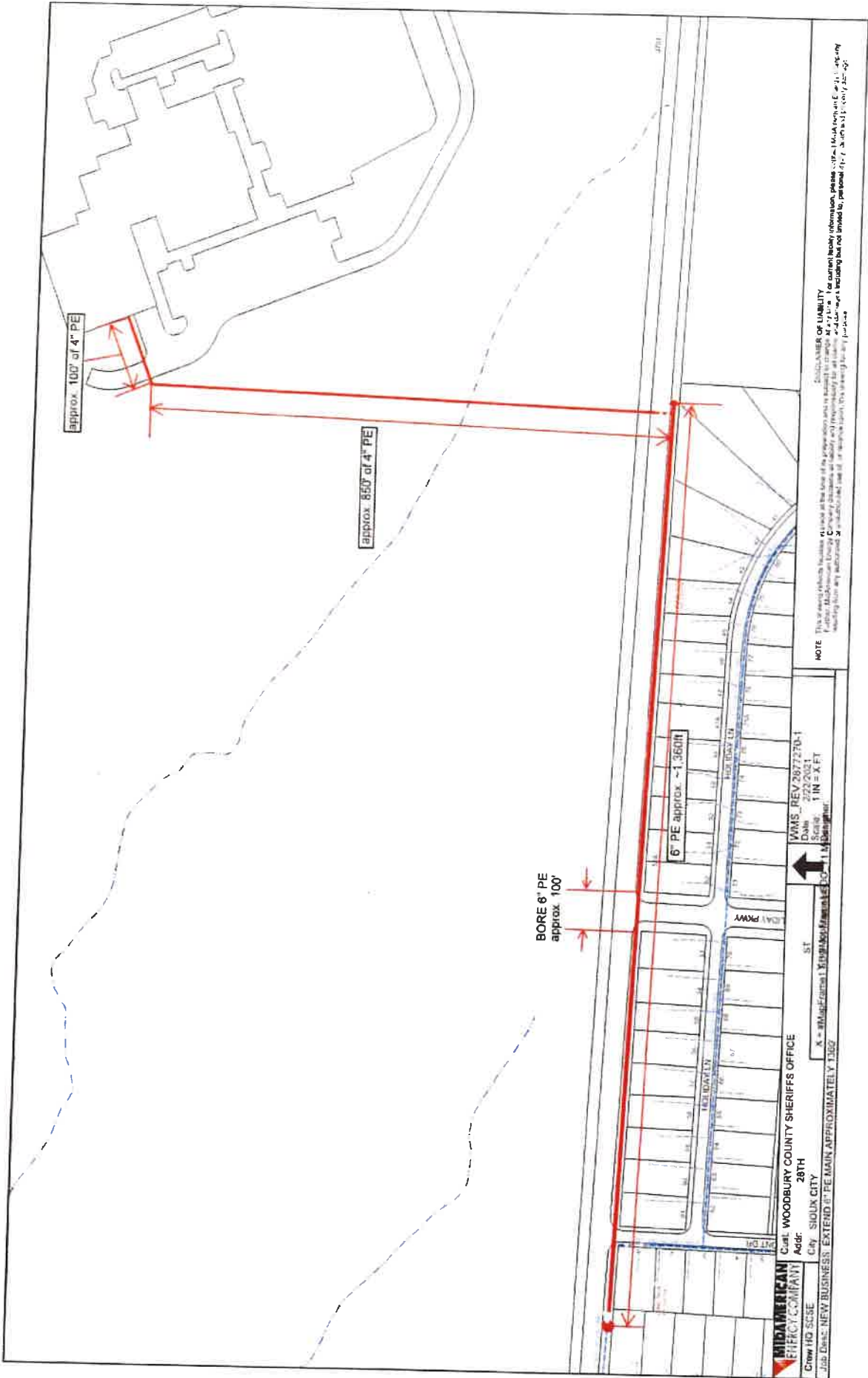
If this proposal is satisfactory, please sign and return one (1) copy of this letter to me. MidAmerican Energy Company will release the work for scheduling upon the receipt of a signed proposal, gas service facility application agreement, site readiness and payment of **\$74,614.68**. Please keep us advised of your plans so we may schedule our construction work at the appropriate time. Please contact me or Misty Miller at 712.233.4811 if you have any questions.

Sincerely,
MidAmerican Energy Company



Jordan Smets
Customer Project Coordinator
Enclosure: Design

Accepted By: _____ Date Service Required: _____



approx. 100' of 4" PE

approx. 850' of 4" PE

BORE 8" PE
approx. 100'

6" PE approx. ~1,360ft

MidAmerican Energy Company
 Cust: WOODBURY COUNTY SHERIFFS OFFICE
 City: SHOLK CITY
 28TH

WMS REV 267270-1
 Date: 2/22/2021
 Scale: 1 IN = X FT

DISCLAIMER OF LIABILITY
 NOTE: This is not a public utility. All work shown on this plan is the property of the preparer and is subject to change without notice. The preparer makes no representation, warranty, or guarantee of any kind, expressed or implied, for the accuracy or completeness of the information shown on this plan. The preparer is not responsible for any errors or omissions on this plan. The preparer is not responsible for any damage to property or persons resulting from the use of this plan.

Job Desc: NEW BUSINESS: EXTEND 6" PE MAIN APPROXIMATELY 1,362'
 Crew: HD SCSE
 City: SHOLK CITY
 28TH

Kenny Schmitz

From: Miller, Misty (MidAmerican) <Misty.Miller@midamerican.com>
Sent: Tuesday, August 10, 2021 7:51 AM
To: Kenny Schmitz
Subject: RE: Woodbury County Enforcement Campus - Gas Extension and Service

CAUTION: This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Good morning, Kenny!

I'm checking on the status for signing the proposal. Do you have an idea when it will be signed and returned? We can't release to operations for scheduling until we receive both the signed proposal and payment.

Thanks,
Misty

Misty D. Miller
Business Account Manager
Misty.Miller@midamerican.com
O: 712-233-4811
C: 402-660-4488



From: Smets, Jordan (MidAmerican) <Jordan.Smets@midamerican.com>
Sent: Friday, July 23, 2021 9:15 AM
To: kschmitz@woodburycountyiowa.gov
Cc: Miller, Misty (MidAmerican) <Misty.Miller@midamerican.com>
Subject: Woodbury County Enforcement Campus - Gas Extension and Service

Good Morning Mr. Schmitz:

Please see the attached proposal and proposed route for the gas main extension and service to serve the new Woodbury County Enforcement Campus on 28th St in Sioux City, IA.

If the proposal and design are satisfactory, please sign to return to me either with payment or email. Payments can be sent to the address below. Once both are received and the site is ready, we can release to operations for scheduling.

MidAmerican Energy
Attn: Jordan Smets – DMCC
PO Box 657
Des Moines, IA 50306

Let me know if you have any questions.
Thank you,

Jordan Smets

Customer Project Coordinator

Email: Jordan.Smets@midamerican.com

Office: 515.252.6565

MidAmerican Energy | 3500 104th Street | Urbandale, IA 50322



Kenny Schmitz

From: Miller, Misty (MidAmerican) <Misty.Miller@midamerican.com>
Sent: Monday, July 12, 2021 11:34 AM
To: Kenny Schmitz
Subject: RE: [INTERNET] RE: Status of New Woodbury County LEC (Gas Service)
Attachments: MidAmerican Energy Utility Information Required for Projects.docx

CAUTION: This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Hello, Kenny.

Last Wednesday, we received information on the total connected gas load that is a decrease from what we had originally estimated for this project. I wanted to give you a heads up on the additional cost and then our senior engineer will provide the information to Matt Miller at TOTH Associates.

We originally have been estimating the project and estimated revenue credits based on the 23.266 MMBTU connected load that was provided on the attached word document. However, we received the completed commercial gas service worksheet to get an accurate detail of the utilities at the site in order to better estimate the revenue credits. That sheet shows there is going to 12.270MMBTU connected load at this time, which changes the revenue credits we are able to give. The result is your cost to extend natural gas facilities changes from \$49,323 to \$75,327.67.

- Estimated cost is to extend approximately 1,360' of 6" Plastic 11psig natural gas main along the south ROW of 28th St. starting from Waterfront Dr.
- Estimated cost for the main install would be:
 - Construction Cost = \$76,500
 - **Approximate Revenue Credit = \$30,088**
 - CIAC (contribution in aid of construction) before Gross Up Tax = \$45,169.27
 - Gross Up Tax = \$9,178.40
 - **TOTAL MAIN CIAC = \$54,347.67**
- Estimated cost for the service install would be:
 - Construction Cost = \$17,437
 - Gross up Tax = \$3,543
 - **TOTAL SERVICE CIAC = \$20,980**
- **TOTAL CUSTOMER COST TO EXTEND NATURAL GAS FACILITIES = \$75,327.67**

This option, is the lowest cost option to install gas to serve the requested load.

Please don't hesitate to contact me with questions.

Thank you.
Misty

Misty D. Miller
Business Account Manager
Misty.Miller@midamerican.com
O: 712-233-4811
C: 402-660-4488





MidAmerican Energy
Attn: Jordan Smets – DMCC
PO Box 657
Des Moines, IA 50306

INVOICE – WMIS 2877270 and 2900600

September 22, 2021

Woodbury County Building Services
Attn: Kenny Schmitz
401 8th St
Sioux City, IA 51101
kschmitz@woodburycountyiowa.gov

Reference: Install 1,360 feet of 6-inch gas main and 950 feet of 4-inch service to new Woodbury County Enforcement Campus on 28th St in Sioux City, IA

Dear Mr. Schmitz:

MidAmerican Energy requires payment for the above project prior to scheduling the work for installation of distribution systems.

Gas Main Construction Cost:	\$92,044.80
<u>Gas Service Construction Cost:</u>	<u>\$18,771.76</u>
Total Construction Cost:	\$110,816.56
<u>Revenue Credit (New Building):</u>	<u>(\$36,201.88)</u>
Remaining Balance	\$74,614.68

Please send to payment of **\$74,614.68** to the following address:

MidAmerican Energy Company
Attn: Jordan Smets - DMCC
P.O. Box 657
Des Moines, Iowa 50306

If you have any questions, please call me at 515.252.6565.

Sincerely,
MidAmerican Energy Company

Jordan Smets
Customer Project Coordinator

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

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

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

WORDING FOR AGENDA ITEM:

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

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

FINANCIAL IMPACT:

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

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

Yes No

RECOMMENDATION:

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

ACTION REQUIRED / PROPOSED MOTION:

Motion to Award the 28th Street Development Project (LEC Off-Site Improvements) to Sioux City Engineering Company.
Motion to Approve Project Expenditures described under financial impact as necessary.



NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA

City Council agendas are also available on the Internet at www.siuox-city.org.

You are hereby notified a meeting of the City Council of the City of Sioux City, Iowa, will be held Monday, July 26, 2021, 4:00 p.m., local time, in the Council Chambers, 5th Floor, City Hall, 405 6th 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 Council.

This is a formal meeting during which the Council 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 Council for speakers:

1. Anyone may address the Council on any agenda item.
2. Speakers should approach the microphone one at a time and be recognized by the Mayor.
3. Speakers should give their name, spell their name, give their address, and then their statement.
4. Everyone should 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 Mayor 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 'Citizen Concerns'.
7. For the benefit of all in attendance, please turn off all cell phones and other communication devices while in the City Council Chambers.

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1. Call of the Roll - Silent Prayer and Pledge of Allegiance to the Flag - Proclamations
 2. Interview for the Environmental Advisory Board: Alex Johnson

CONSENT AGENDA

Items 3 through 13D constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.

3. Reading of the City Council minutes of July 19, 2021.
4. RIVERS LANDING - Resolution rejecting the bid received for the proposed construction of the Rivers Landing Parking Facility-Elevators Upgrade Project and ordering the return of the bid bond. (Project No. 7203-728-012)
5. PAYMENT - Resolution accepting the work and authorizing final payment to Bainbridge Construction, LLC for the Leech Avenue Reconstruction (South Fairmount Street to South Rustin Street) Project. (Project No. 6988-719-287)
6. PERSONNEL - Resolution amending the Position Classification Manual adopted by Resolution No. S-31050 and the Position Classification Manual adopted by Resolution No. 91/T-9972 by approving and adopting updated job descriptions to change the driver's license requirement to coincide with the City residency requirement by requiring employees to possess the necessary driver's license from their state of residency.

7. ACTIONS RELATING TO GRANTS

- A. GILCHRIST FOUNDATION - Resolution authorizing the Parks and Recreation Department to accept a 2021 Gilchrist Foundation Project Grant in the amount of \$100,000 to support the Chris Larsen Park Riverfront Development Project – Phase 2.
- B. ARGP OPERATIONS - Resolution authorizing the Sioux Gateway Airport/Brigadier General Bud Field to apply for funds in the amount of \$1,232,219 under the American Rescue Plan Act 2021 (Public Law 117-2 (ARPA), administered by the Federal Aviation Administration (FAA), an operating administration of the United States Department of Transportation, under the Airport Response Grant Program (ARGP) to provide economic relief to airport operations.
- C. ARGP CONCESSIONS - Resolution authorizing the Sioux Gateway Airport/Brigadier General Bud Field to apply for funds in the amount of \$40,364 under the American Rescue Plan Act 2021 (Public Law 117-2 (ARPA), administered by the Federal Aviation Administration (FAA), an operating administration of the United States Department of Transportation, under the Airport Response Grant Program Concession Relief (ARGP) to provide economic relief to airport concessions.
- D. JAG - Resolution approving an Interlocal Agreement with Woodbury County to make application for 2021 Byrne Justice Assistance Grant (JAG) Program funds for the Sioux City Police Department. Application Number (Grant 13429229)

8. CIVIL PENALTIES AND SUSPENSIONS

- A. SAM'S MINI MART - Resolution assessing a civil penalty of \$500 against Sam's Mini Mart Inc. doing business as Sam's Mini Mart, 4218 Morningside Avenue, Sioux City, Iowa for violation of the Iowa beer/wine and liquor laws.
- B. TRANSIT GENERAL STORE - Resolution assessing a \$1,500 civil penalty and suspending for sixty (60) days the liquor permit issued to Indigo LLC doing business as Transit General Store, 2324 Transit Avenue, Sioux City, Iowa for violation of the Iowa beer/wine and liquor laws.

9. ACTIONS RELATING TO BONDS

- A. TAX EXEMPTION - Motion approving a form of Tax Exemption Certificate in connection with the \$3,996,000 Water Revenue Capital Loan Note, Series 2021C.
- B. LOAN AND DISBURSEMENT - Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Sioux City and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$3,996,000 Water Revenue Capital Loan Note, Series 2021C, of the City of Sioux City, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said note.

10. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. FIBERCOMM - Resolution granting a permit to FiberComm LC to own, operate and maintain underground cable commencing in the east right-of-way of Al Haynes Drive adjacent to 2800 Expedition Court, thence proceeding north in the east right-of-way for approximately 225 feet crossing Expedition Court, thence proceeding east in the north right-of-way of Expedition Court for approximately 415 feet and ending in the northwest corner of the intersection of Expedition Court and Harbor Drive.
- B. BAINBRIDGE CONSTRUCTION - Resolution awarding and approving a contract to Bainbridge Construction, LLC in the amount of \$1,678,604.79 for the Andrew Avenue Paving and Utilities Improvement Project - 225th Street to Sully Road. (Project No. 7161-719-347) (IDOT RISE RMX-7057(707)--9E-97)
- C. CRABB'S CAR RENTAL - Resolution approving a three-month lease extension with Crabb's Car Rental, Inc. to allow additional time for negotiations and finalizing terms of a new tenant Lease Agreement for the building located at 6115 Mitchell Street at the Sioux Gateway Airport/Brigadier General Bud Day Field.
- D. SC ENGINEERING - Motion approving and concurring in the award of the Woodbury County Law Enforcement Center Offsite Improvements Project (3701 28th Street) by the Woodbury County Board of Supervisors (Project No. 7119-719-361) to Sioux City Engineering Company.
- E. KNIFE RIVER MIDWEST
 - 1. RUNWAY 17-35 - Resolution approving Change Order No. 7 to the contract with Knife River Midwest, LLC in the amount of \$27,612.90 for the threshold repairs needed in connection with the Runway 17-35 Reconstruction and Shift Project Phase I (Schedule A & B) Construction at the Sioux Gateway Airport/Brigadier General Bud Day Field. (AIP 53 City Project No. 749-114)
 - 2. TAXIWAY C - Resolution approving Change Order No. 1 to the contract with Knife River Midwest, LLC in the amount of \$113,039.15 for two additional catch basins and hydro excavation to avoid the FAA owned cables in connection with the Taxiway C South Reconstruction Project (City Project No. 7056-749-120/FAA Grant No. 03-19-0085-056-2019) at the Sioux Gateway Airport/Brigadier General Bud Day Field.

11. PURCHASING

- A. UTILITY EQUIPMENT - Resolution awarding a purchase order to Utility Equipment Company of Sioux City, Iowa in the amount of \$29,250 for the purchase of manhole frames and lids. (RFQ No. 268139)
- B. TIMBERLINE GSE - Resolution awarding a purchase order to Timberline GSE of Richfield, Utah in the amount of \$52,550.50 for the purchase of a portable passenger boarding ramp at the Sioux Gateway Airport/Brigadier General Bud Day Field.

12. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

1. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
 - a. Famous Dave's B.B.Q., 201 Pierce Street (Renewal)
 - b. Pounders, 1742 Riverside Boulevard (New 6 Month License)
2. SPECIAL CLASS C LIQUOR LICENSE (wine/beer/wine coolers/carry-out)
 - a. Holy Trinity Greek Orthodox Church, 900 6th Street (New 5 Day License for GreekFest; August 19-23, 2021)

13. BOARD, COMMISSION, AND COMMITTEE MINUTES

- A. Active Transportation Advisory Committee – February 17, March 17, April 21, and May 19, 2021
- B. Airport Board of Trustees – April 22, 2021
- C. Parks and Recreation Advisory Board – July 7, 2021
- D. Yamanashi City Sister City Committee – July 15, 2021

- End of Consent Agenda -

RECOMMENDATIONS OF PLANNING AND ZONING

14. Hearing and Ordinance rezoning a 10.653 acre tract of land immediately north of 2600 Glen Ellen Road from Zone Classification NC.1 (Neighborhood Conservation, 1 acre per unit minimum) to Zone Classification SR (Suburban Residential, 6,000 square feet per unit minimum). (Petitioner: BMT Inc (Todd Sapp)) The Planning and Zoning Commission recommends approval of this rezoning. (File No. 2021-0049)
15. Resolution accepting and approving the "Final Plat of Royal Highlands, 5th Addition, a Minor Subdivision to Sioux City, Woodbury County, Iowa" (A seven lot 10.653-acre residential subdivision located immediately north of, and east of, 2600 Glen Ellen Road). (Petitioner: BMT Inc (Todd Sapp)) The Planning and Zoning Commission recommends approval of this final plat. (File No. 2021-0050)

HEARINGS

16. Hearing and Resolution approving proposal to sell certain real property and authorizing a City Deed. (A portion of 1702 George Street) (Petitioner: Braun Nancy L. Revocable Trust) (Purchase price: \$585.94 plus costs) (**Motion requested to delete this item**)
17. Resolution proposing to sell certain real property and rescinding Resolution No. 2021-0646. (A portion of 1702 George Street) (Petitioner: Nancy L. Braun, Trustee of the Nancy L. Braun Revocable Trust) (Purchase price: \$585.94 plus costs)
18. Hearing and Resolution accepting the proposal of Oracle Aviation, LLC for the lease of certain land in the Donner Park Urban Renewal Area and authorizing a Development Agreement with exhibits, including a Lease Agreement for said property. (A portion of 2403 Aviation Boulevard, specifically a 100,000 square foot section of land, an existing 20,400 square foot hangar, and an approximately 39,400 square foot hangar to be constructed at the Sioux Gateway Airport/Brigadier General Bud Day Field Terminal Building)

DISCUSSION

19. Resolution amending Resolution No. 2021-0045 relating to the Hearing on Manager's report on demolition of and Resolution declaring a certain structure to be dangerous or dilapidated as defined by the Municipal Code and authorizing the City Manager to carry out such order to demolish said structure by authorizing a 90-day delay in demolition. (Address: 1803 South Cedar Street) (Property Owner: Caboet Properties LLC)
20. Resolution amending Resolution No. 2021-0040 relating to the Hearing on Manager's report on demolition of and Resolution declaring a certain structure to be dangerous or dilapidated as defined by the Municipal Code and authorizing the City Manager to carry out such order to demolish said structure by authorizing a 90-day delay in demolition. (Address: 2203 South Oleander Street) (Property Owner: John Scott Dwyer)
21. Resolution accepting and approving the "Final Plat of The Residence at Elk Creek, First Filing, an Addition to the City of Sioux City, Woodbury County, Iowa." (Petitioner: Elk Creek Development, LLC) (File No. 2021-0057)
22. Resolution approving a Subdivision Improvement Installation Agreement with Elk Creek Development, LLC in connection with The Residence at Elk Creek, First Filing, an Addition to the City of Sioux City, Woodbury County, Iowa. (Petitioner: Elk Creek Development, LLC)
23. Resolution approving an Agreement for Maintenance of Storm Water Detention System with Elk Creek Development, LLC in connection with the Final Plat of The Residence at Elk Creek, First Filing, an Addition to the City of Sioux City, Woodbury County, Iowa. (Petitioner: Elk Creek Development, LLC)

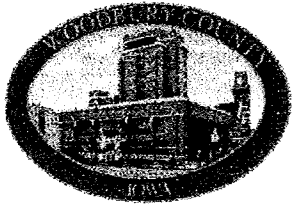
PRESENTATIONS

24. State CLG Grant and Intensive Downtown Survey
25. Housing Inventory Study
26. CITIZEN CONCERNS
27. COUNCIL CONCERNS
28. ADJOURNMENT

City Council agendas are also available at www.sioux-city.org.

The City of Sioux City does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need auxiliary aids for effective communication in programs and services of the City of Sioux City are invited to make their needs and preferences known to the ADA Compliance Officer, City Hall, 405 6th Street, Room 204, (712) 279-6200. This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.

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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

To: Board of Supervisors
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: July 13, 2021

Subject: Correctionville District Maintenance Vacancy

With the death of Jerry Boggs from District 3-Correctionville, a vacancy is created in the secondary road department. Jerry's loss will leave us one equipment operator employee short of that staffing level in this district.

RECOMMENDATION: It is my recommendation that we fill the vacant equipment operator position at Correctionville. I would like to fill this position as quickly as possible.

Thank you for your consideration.

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

Date: 7/15/2021 Weekly Agenda Date: 7/20/2021

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

WORDING FOR AGENDA ITEM:

28th Street Development Project (LEC Off-site Improvements)-
Discuss & Act upon Project Bid Alternates

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Bids for the project include 3 alternates to be decided upon; Alt #1 -Remove Curbs, Gutters, Storm Sewer, Alt. #2 -Mill & Overlay Asphalt Hwy. 75 to Mobile Park, & Alt. #3 -Install Asphalt vs Concrete

BACKGROUND:

Competitive bids were submitted by three Contracting firms & then officially received by the Board of Supervisors on July 13th, 2021.

FINANCIAL IMPACT:

Alternate #1- Project Bid Deduct (-\$235,280.00)
Alternate #2- Project Bid Add (\$104,560.00)
Alternate #3- Project Bid Deduct (-\$67,824.40)

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:

Discuss & take action on each alternate.
Alternate #1- do not accept. Alternate #2- requires discussion Building Services, Baker Group, & Toth Engineering, would recommend accepting stipulating in good faith effort Woodbury County would equally share costs with City of Sioux City. Alternate #3- Reject & do not accept.

ACTION REQUIRED / PROPOSED MOTION:

Motion to Act upon Project Alternate #1
Motion to Act upon Project Alternate #2
Motion to Act upon Project Alternate #3

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

424093

Sioux City, Iowa

July 20, 2021

The Board of Supervisors of Woodbury County, Iowa, met on July 20, 2021, at ____ o'clock __.m. at the _____, Sioux City, Iowa.

[If the Board of Supervisors is meeting electronically, please complete the following two paragraphs. Otherwise, strike through]

The Board of Supervisors met electronically via _____, which was accessible at the following:

[Insert electronic access information]

The Board of Supervisors conducted this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Chairperson presided and the roll was called showing the following members of the Board present and absent:

Present: _____

Absent: _____.

Board Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Board Member _____; and after due consideration thereof by the Board of Supervisors, the Chairperson put the question upon the adoption of the said resolution and the roll being called, the following named Board Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. _____

Resolution Authorizing Adoption of Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure

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

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

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

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

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

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

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

Passed and approved July 20, 2021.

Chairperson

Attest:

County Auditor

•••••

At the conclusion of the meeting, and upon motion and vote, the Board of Supervisors adjourned.

Chairperson

Attest:

County Auditor

ATTESTATION CERTIFICATE:

STATE OF IOWA

SS:

COUNTY OF WOODBURY

I, the undersigned, County Auditor of Woodbury County, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Board of Supervisors relating to the County's adoption of the Policies and Procedures Regarding Municipal Securities Disclosure.

WITNESS MY HAND this _____ day of _____, 2021.

County Auditor

Exhibit A

**AMENDED AND RESTATED
POLICIES AND PROCEDURES RE: MUNICIPAL SECURITIES DISCLOSURE**

[see attached]

Woodbury County, Iowa

POLICIES AND PROCEDURES RE: MUNICIPAL SECURITIES DISCLOSURE

As an issuer of municipal securities (bonds and/or notes, referred to herein as “Bonds”), Woodbury County (the “Issuer”) has adopted the policies and procedures set forth herein (collectively, the “Disclosure Policy”) to guide the Issuer’s actions with respect to complying with (1) the disclosure document (often referred to as the “official statement”) for publicly-offered bond transactions and (2) ongoing continuing disclosures associated with outstanding contractual obligations resulting from bond issues (also known as “continuing disclosure”). This Disclosure Policy is designed to provide the necessary policy framework and accompanying procedures for compliance by the Issuer with its disclosure responsibilities. It should be noted, however, issuers of municipal securities are primarily responsible for the content of their disclosure documents including on-going compliance with respect to continuing disclosure.

This Disclosure Policy includes the following elements: (1) disclosure training for officials responsible for producing, reviewing and approving disclosure; (2) establishment of procedures for review of relevant disclosure, and (3) ensuring that any procedures established are followed.

Background

The anti-fraud provisions of federal securities laws apply to municipal securities such as the Issuer’s Bonds. The U.S. Securities and Exchange Commission (the “SEC”) can bring enforcement actions against the Issuer, members of its governing body, government employees and elected officials, and professionals working on the bond transaction. **Government employees and elected officials can be, and have been, held personally liable with respect to securities laws violations related to the issuance of Bonds.** Issuers and members of the governing body can mitigate risks related to SEC enforcement by relying on professionals such as disclosure counsel. Issuers may also seek affirmative assurances of compliance with the receipt of a legal opinion from disclosure counsel.

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue. The official statement will be used to market and sell the Issuer’s bonds.¹ In addition, for transactions larger than \$1 million in size that include an official statement, the Issuer enters into a continuing disclosure certificate, agreement or undertaking (the “CDC”). The CDC is a contractual obligation of the Issuer, pursuant to which the Issuer agrees to provide certain financial information filings (at least annually) and material event notices to the public. The CDC is necessary to allow the bond underwriters to comply with SEC Rule 15c2-12, as amended (the “Rule”). As noted below, filings under the CDC must be made electronically at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

Accordingly, this Disclosure Policy addresses the following three aspects of disclosure: (1) preparation and approval of official statements in connection with new (“primary”) bond issues; (2) on-going continuing disclosure requirements under a CDC; and (3) education of staff and elected officials with respect to disclosure matters.

¹ Under federal law issuers of municipal securities are primarily responsible for the content of their disclosure documents (the official statement), regardless of who prepared the document. An issuer does not discharge its disclosure obligations by hiring professionals to prepare the official statement. An issuer has “an affirmative obligation” to know the contents of its official statement, including the financial statements. Finally, executing an official statement without first reading the document to ascertain whether it is accurate may be reckless (the basis for certain anti-fraud causes of action by the SEC).

1. Primary (New) Offerings of Bonds – Official Statements of the Issuer

In connection with the issuance of its publicly-offered Bonds (Bonds sold via the public market, through a broker-dealer known as an “underwriter”), the Issuer will cause its hired professionals to prepare a disclosure document commonly known as an “official statement.” The official statement is the document that describes the issuance of the Bonds to the marketplace and as such, *under federal law, the official statement cannot contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.*

To ensure the Issuer’s official statements are properly prepared and reviewed, the Issuer adopts the procedures set forth in Appendix I hereto.

2. Continuing Disclosure Compliance (CDC Compliance)

The Issuer has entered into, or may in the future enter into, CDCs in connection with its bond issues. Under these contractual agreements, the Issuer has agreed to provide to the marketplace certain financial information and notices of material events. The Issuer will file, or cause to be filed, necessary items under the CDCs in a searchable electronic format at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org). The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel and other members of the Issuer’s external bond finance working group.

To ensure compliance with its contractual continuing disclosure obligations, the Issuer adopts the procedures set forth in Appendix II hereto.

3. Systematic Training of Staff and Governing Body Members

In addition to the specific procedures adopted under this Disclosure Policy, the Issuer understands that on-going training of both staff and members of the governing body is essential to successful compliance with the Issuer’s disclosure obligations. The training noted below may be accomplished by various methods, including in-person webinars or other electronic means, or through review of written materials. Accordingly, the Issuer has implemented the following training procedures:

A. *Annual Training.* The Finance/Budget Director is responsible for scheduling annual training of Issuer employees regarding disclosure and financial reporting requirements of the federal securities laws. Such training shall include a complete review of this Disclosure Policy, Rule 15c2-12 and the material events required to be reported pursuant to such Rule, and a complete overview of the Issuer’s obligations under the federal securities laws.

B. *Specific Training.* When appropriate, the Finance/Budget Director shall conduct (or cause to be conducted) training with individuals on those persons’ specific roles and responsibilities in the disclosure and financial reporting process.

C. *Governing Body Training.* Not less than once every two years, the Finance/Budget Director shall schedule a training session for the Issuer’s governing body on this Disclosure Policy and the disclosure and financial reporting requirements of the federal securities laws.

Appendix I

Written Procedures for Preparing Official Statements

1. At the commencement of a financing, the Finance/Budget Director shall develop or cause the County's Finance Team to develop a plan for preparation of the official statement and a schedule that allows sufficient time for all required work, including appropriate review and participation by members of the Finance Team.
2. The Finance/Budget Director shall be responsible for managing the preparation process for the official statement, and shall obtain the assistance of other participants within the Issuer and engage legal and financial professionals, as necessary and appropriate.
3. The Finance/Budget Director shall be responsible for developing a program for coordinating staff review of the disclosure information, as necessary, and obtaining formal sign-off from staff on the disclosure documents.
4. The Finance/Budget Director shall ensure that any previous failure to fully comply with continuing disclosure obligations during the prior five-year period is disclosed in the official statement by reviewing compliance with all outstanding continuing disclosure agreements, reviewing continuing disclosure review documentation prepared by independent parties and contacting disclosure counsel to discuss any questions or concerns.
5. The Issuer's governing body shall be given not less than 7 days to review an official statement prior to being asked to vote on its approval, absent extenuating circumstances. Elected representatives on the governing body shall be directed to contact the Finance/Budget Director during the review period to discuss potential issues, concerns or comments on the official statement.

Appendix II

Written Procedures Re: Continuing Disclosure

1. The Finance/Budget Director shall be responsible for compliance with the Issuer's obligations under continuing disclosure agreements, undertakings or certificates (the "CDC"), including without limitation annual filings, material event notice filings, voluntary filings and other filings required by the CDC.

2. Prior to execution of a CDC in connection with a bond issue, the CDC shall be discussed with disclosure counsel, the underwriter and municipal advisor, if any, to ensure a full understanding of issuer obligations.

3. The Finance/Budget Director shall have the primary responsibility to confer with the finance team and County staff bi-weekly to monitor compliance with respect to "material events" as defined in the Rule.

The Finance/Budget Director shall be responsible for (i) determining whether any of the following "material events" has taken place (questions regarding their interpretation shall be directed to disclosure counsel), (ii) gathering information material to making that determination from other departments, and (iii) if a material event has occurred, discussing the same with disclosure counsel to determine the form of notice of material event and causing the filing of notice to be made on EMMA within ten (10) business days of the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes, including rating upgrades and downgrades;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation² of the obligated person, any of which affect security holders, if material; and

² "Financial obligation" is to mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii).

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel.

4. The Finance/Budget Director shall have primary responsibility for ensuring that statements or releases of information relating to the Issuer's finances to the public that are reasonably expected to reach investors and the financial markets, including website updates, press releases and market notices, are accurate and not misleading in any material respect. The Finance/Budget Director shall work together to ensure that all public statements and information released by the Issuer are accurate and not misleading in all material respects.

5. The Finance/Budget Director shall be responsible for compiling and maintaining a list of all outstanding bond issues subject to continuing disclosure, noting the applicable filing dates (see attached table format, Part I, for an example to be used by staff in tracking this information (the "Disclosure Table")).

6. The Finance/Budget Director shall be responsible for assembling and maintaining copies of the final CDC and final Official Statements for each applicable bond issue, together with any third-party Dissemination Agent Agreements, if applicable.

7. The Finance/Budget Director shall document and track the required information to be filed, including dates such information is filed (see attached Disclosure Table, Part II, for a form of table to be used by staff).

8. The Finance/Budget Director shall be responsible for registering for continuing disclosure filing email reminders from the "EMMA" website, or for ensuring the County's dissemination agent will remind the County of applicable deadlines (<http://emma.msrb.org>).

9. At least 60 days prior to the earliest filing deadline listed on the Disclosure Table, the Finance/Budget Director shall begin the process of compiling necessary information required by the CDCs (and coordinate with outside professionals hired to compile this information, if applicable).

10. At least 30 days prior to each filing deadline, the Finance/Budget Director shall determine whether all necessary items have been compiled for filing pursuant to the CDC requirements, (including review with disclosure counsel or the County's dissemination agent).

11. Prior to each filing deadline, the Finance/Budget Director shall file (or cause any Dissemination Agent to file) the necessary items on the EMMA website in a word-searchable PDF configured to be saved, printed, and retransmitted by electronic means. After filing, the Finance/Budget Director shall confirm that all items have, in fact, been filed on EMMA as required, and shall note the filing date on the Disclosure Table.

12. The Finance/Budget Director shall be responsible for coordinating and filing any voluntary information with EMMA, after consultation with the Issuer's legal and financial professionals.

13. The Finance/Budget Director may contact the Issuer's disclosure counsel with any disclosure-related questions or concerns.

Form of Disclosure Table

[Note this is only a form; County staff will update and maintain the Tables separate from this Policy; the current Table can be obtained from the Finance/Budget Director]

Part I – Master Tracking Table (list of deadlines for all bond issues)

Name of Bond Issue	Date of Issue	Final Maturity Date	Dissemination Agent?	CUSIP for Final Maturity	Deadline for Annual Report
\$[9,685,000] General Obligation Urban Renewal County Road Improvement Bonds, Series 2021	[08/24/2021]	[06/01/2032]		[979064 ____]	Not later than June 30 of each year

Part II – Separate Table for Each Bond Issue (tracks details of filings for each issue)

[Note this is only a form; County staff will update and maintain the Tables separate from this Policy; the current Table can be obtained from the Finance/Budget Director]

[\$9,685,000] General Obligation Urban Renewal County Road Improvement Bonds, Series 2021	Reporting Periods [inset date info was filed on EMMA]					
	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials						
Unaudited financials, if audit not available by deadline						
Operating Data: Population Trend						
Operating Data: Principal Taxpayers						
Operating Data: Schedule of Receipts and Disbursements (General Funds)						
Operating Data: Property Valuations and Tax Collection Procedures						
Operating Data: Current Fund Balances (as of June 30)						
Operating Data: Tax Rate Per \$1,000 of Taxable Valuation						
Operating Data: Tax Collection Trend						
Operating Data: Valuation by Property Classification						
Operating Data: Valuation Trend						
Operating Data: Taxable Retail Sales Trend						
Operating Data: Outstanding Debt – Fiscal Year General Obligation Debt Payments						
Operating Data: Debt Limit Calculation						
Operating Data: Debt Ratios						
Operating Data: Financial Summary						



Overview of Municipal Securities Disclosure

Governmental issuers (“Issuers”) of municipal bonds are subject to several important legal provisions under federal securities laws. This overview serves as a starting point for understanding the federal securities law framework surrounding issuance of municipal bonds. In recent years, the U.S. Securities and Exchange Commission (“SEC”) has expanded its regulation of the municipal securities market, bringing civil and criminal enforcement actions against issuers, elected officials, and employees for violations of the anti-fraud or continuing disclosure provisions described below.

This overview should be reviewed in connection with the Issuer’s policies and procedures (the “Disclosure Policy”), which relate to (1) the disclosure document (often referred to as the “official statement” or “OS”) for publicly-offered bond transactions and (2) ongoing continuing disclosure associated with outstanding bond issues (also known as “continuing disclosure”).

Overview of Legal Duties Under Federal Securities Law

Issuers of municipal securities are regulated by the Securities Act of 1933 and the Securities Exchange Act of 1934 and various rules promulgated under those acts by the U.S. Securities and Exchange Commission (“SEC”). Of particular importance are Rule 10b-5 (which prohibits fraud) and Rule 15c2-12 (which generates an issuer’s ongoing disclosure obligations). Taken together, these rules impose primary disclosure duties (i.e. accuracy and forthrightness in the preparation of an official statement for new bond issues) and secondary disclosure duties (i.e. timely filing financial and other data under a continuing disclosure certificate (“CDC”) for outstanding bond issues).

How Do the Anti-Fraud Provisions of SEC Rule 10b-5 Affect Issuers?

Various provisions of federal securities law including SEC Rule 10b-5 prohibit fraud in the issuance, purchase, or sale of municipal securities. These provisions generally prohibit “material” misstatements or omissions to investors, potential investors, or the general public. Violation of these provisions can result in civil or criminal liability.

Who Is Responsible for the Content of an OS?

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue and is used to market and sell the Issuer’s bonds. Issuers (including elected officials and staff) are primarily responsible for the accuracy of an official statement. Hiring a professional to assist with the preparation of an OS does not discharge an Issuer’s responsibility. The elected officials and relevant employees of an issuer have an affirmative obligation to ensure the accuracy of the contents of the financial and other information in an OS— delivery of an OS without first reading it to gauge its accuracy may be reckless and the basis for an SEC enforcement action.

What Ongoing Requirements Are Imposed by SEC Rule 15c2-12?

SEC Rule 15c2-12 ensures that Issuers contractually agree to provide certain financial and operating information to investors and the public on an ongoing basis. The type of information that must be reported is generally (i) annual financial reports and (ii) material event notices.

What Are the Annual Filing Requirements?

Issuers must file updated financial information and operating data on an annual or other regular basis, as specified in their CDC. Generally, the information that must be reported includes audited financial statements, annual financial or operating data, of the type included in the OS for the related bonds.

What Material Event Notices Must Be Filed and When?

Issuers must notify investors (via a specific filing on the "EMMA" website, at <https://emma.msrb.org/>) within 10 business days if certain events occur while a bond is outstanding. Generally, those events are items that impact an Issuer's ability to pay or timely pay amounts owed on outstanding debt, rating changes, defaults, and the incurrence of material financial obligations (debt obligations of the Issuer). At present, there are 16 events that can trigger reporting obligations. The Issuer's Disclosure Policy will detail the events and the procedures intended to enable timely identification and disclosure.

What Is Addressed by the Disclosure Policy?

The Disclosure Policy is designed to assist Issuers with fulfilling both primary and secondary disclosure responsibilities. It sets forth procedures that govern preparation of official statements for new bond offerings (see Appendix I of the policy), compliance with continuing disclosure requirements under a CDC (see Appendix II of the policy), and systematic training of key staff members and elected officials.

Where Can I Find Additional Information?

As always, you and your staff can contact us with any questions about your responsibilities under federal securities law, to address specific items, and for annual training seminars (Dorsey & Whitney LLP provides an annual securities law training for issuers during the first quarter of each year, to satisfy one of the requirements of the Disclosure Policy).

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

Date: 07/07/2021 Weekly Agenda Date: 07/13/2021

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

WORDING FOR AGENDA ITEM:

28th Street Development Project (LEC Off-site Improvements)-
Receive Competitive Bid Submissions at Set Time 4:45pm

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Receive competitive bids relating to the 28th Street Development.

BACKGROUND:

Competitive bids were opened on 7/08/2021.

A Hearing was Published and Conducted on 6/22/2021.

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

FINANCIAL IMPACT:

To be determined by the competitive bid process.

Engineers Estimate (pre-bid)= \$3,330,000.00 (excluding fiber & contingency)

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:

Receive competitive bids

ACTION REQUIRED / PROPOSED MOTION:

Motion to "Receive" competitive bids

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

Date: 6/02/2021 Weekly Agenda Date: 6/08/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

28th Street Development Project (LEC Off-Site Improvements)-
Approve Plans, Specifications, & Form of Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Formal Approval per Iowa Bid Law is required on the Plan's, Specifications, & Form of contract to be utilized in the competitive bid process for the 28th Street Development Project.

BACKGROUND:

A (28E) between Woodbury County & the City of Sioux City for the Development of 28th Street known as the LEC Off-site Improvements 28th Street Development has been drafted and agreed upon by both parties.

FINANCIAL IMPACT:

Pre-bid Estimate \$3,630,000.00

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

Yes No

RECOMMENDATION:

Approval of plans, specifications, and form of contract.

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve Plans, Specifications, & Form of Contract for the 28th Street Development (LEC Off-site Improvements) Project.

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

Date: 10/29/2020

Weekly Agenda Date: 11/03/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz/ Dennis Butler

WORDING FOR AGENDA ITEM:

28th Street Development Engineering Services Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Toth and Associates Inc. have provided an engineering contract for development / paving for 28th Street construction. Services and contract provisions were reviewed by the Woodbury County Secondary Roads Director, Building Services Director, Goldberg Group Architects (LEC Design Architect), and Baker Group (LEC Authority Project Owners Representative). Costs and expenses were reviewed by the Woodbury County Finance Director, and Woodbury County Building Services Director.

Factors determining the final recommendation included total over-all costs, synergies incorporated by utilizing the same firm on the LEC Project and the 28th St Project, and positives/ negatives of local vs non-local business. Toth and Associates Inc. of Springfield Missouri is recommended for the Woodbury County 28th Street improvement project. The decision weighed heavily on total cost and other synergies which are expected to result from utilizing the same firm on both projects.

BACKGROUND:

The County/ City 28E agreement for the development services for 28th Street Woodbury County offsite Jail improvements requires Woodbury County to select and hire an Engineering firm to provide survey, design, bidding, engineering, and construction services.

FINANCIAL IMPACT:

\$348,000.00 Plus Reimbursable Expenses

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 agreement with Toth and Associates Inc.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Toth and Associates Inc. Agreement Between Owner and Engineer for Professional Services for development of 28th Street.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between Woodbury County, Iowa (“Owner”) and Toth and Associates, Inc. (“Engineer”).
Project Name: Woodbury County Jail – Offsite Improvements (“Project”)

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer’s services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. The Parties agree that time is of the essence in performance of this contract. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. In no event shall the Engineer be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Engineer shall use reasonable efforts which are consistent with accepted practices in the engineering industry to resume performance as soon as practicable under the circumstances.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably by mutual agreement of the parties.

D. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

E. ~~Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.~~

F. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer’s services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer’s opinions (if any) of probable Construction Cost are to be made on the basis of Engineer’s experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer’s rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
- c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or

research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Design Without Construction Phase Services

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 Use of Documents

A. Owner acknowledges the Engineer's completed contract documents as instruments of professional services. Nevertheless, the completed contract documents prepared under this Agreement shall become the property of the Owner whether the Project for which they are prepared is executed or not. The Engineer shall deliver to the Owner updated contract documents upon final completion of the Project in usable electronic form, as well as reproducible copies of same as they exist at the date of final completion or termination, whichever occurs earlier. Engineer shall be permitted to retain reproducible copies of the contract documents for information, reference or other uses, as it deems appropriate without written authorization of the Owner. Owner agrees to make no claims against the Engineer for losses arising out of any reuse of the contract documents.

6.04 Electronic Transmittals

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format.

6.05 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

~~D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take~~

appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

A. Suspension:

1. *By Owner.* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer.* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 Controlling Law

A. This Agreement is to be governed by the Laws and Regulations of the state of Iowa. It is agreed the Circuit Court of Woodbury County, Iowa is the exclusive venue for any legal action arising out this Agreement or the performance of services thereunder.

6.08 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.09 Dispute Resolution

~~A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.~~

~~B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

6.10 Environmental Condition of Site

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

~~B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

~~F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

6.12 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 Miscellaneous Provisions

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer. ~~which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.~~

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing

services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*.

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services & Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities & Limitations of Authority of RPR.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. **NOT USED**
- I. Exhibit I, Limitations of Liability. **NOT USED**
- J. Exhibit J, Special Provisions. **NOT USED**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Project Limits Map **NOT USED**

8.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit


instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Engineer:	Toth and Associates, Inc.		
Address:	1550 E. Republic Road Springfield, Missouri 65804		
Signature:			
Printed Name:	Adam Toth	Title:	President
Date Signed:	11/3/20		
Representative (Paragraph 8.03.A):	Matt Miller	Title:	Dept. Manager
Phone No.:	417.888.0645	Email:	mmiller@tothassociates.com

Owner:	Woodbury County, Iowa		
Address:	620 Douglas Street Sioux City, Iowa 51101		
Signature:	_____		
Printed Name:	_____	Title:	_____
Date Signed:	_____		
Representative (Paragraph 8.03.A):	_____	Title:	_____
Phone No.:	_____	Email:	_____

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EXHIBIT A – ENGINEER’S SERVICES

This is **Exhibit A**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Surveying

A. Design Survey

Engineer will perform a topographic survey for the proposed project that includes the following:

- a. Establish horizontal and vertical control for the project.
- b. Topographic survey within the limits of the project. The topographic survey shall include contours at an interval of one-foot, existing site improvements including buildings, walks, drives, and known utilities that are visible at the time of the survey. Local One-Call will be contacted prior to topographic survey for utility locations.
- c. Property pin search to determine right-of-way and property lines necessary for the preparation of easements.
- d. Collection of property pin location and establishment of property lines in locations necessary for the preparation of easements.

B. Prepare Temporary and Permanent Easements

Engineer will prepare temporary and permanent easements for the project as required. The Engineer will prepare exhibits that show the location of the proposed infrastructure on the individual properties. The Engineer will also prepare metes and bounds legal descriptions for the easement locations.

An ownership and encumbrance report will be obtained on all properties requiring an easement. The Owner will be responsible to pay for all ownership and encumbrance reports performed by the Engineer as a reimbursable expense. Additionally, title searches for each property requiring an easement may be necessary. Title searches will be performed on an as needed basis. The Owner will be responsible to pay for all title searches performed by the Engineer as a reimbursable expense.

As per the 28E Agreement for Developmental Services entered into between the City of Sioux City, Iowa (City) and Woodbury County, Iowa, dated June 8, 2020, the City shall be responsible for easement acquisition (permanent and temporary) from adjacent property owners including, but not limited to, utility installation of gravity sanitary sewer main.

A1.02 28th Street Improvements

A. Construction Documents

The Engineer will prepare construction documents consisting of construction drawings and technical specifications for the proposed improvements to 28th Street. It is anticipated that these improvements will consist of the following:

- a. Paving of the unpaved portion of 28th Street,
- b. Sight distance improvements at the east end of the existing paving.
- c. Widening of the curve east of Outer Drive.
- d. The addition of a northbound left turn lane to Outer Drive on to 28th Street.
- e. Review of sight distance at the intersection of 28th Street and Outer Drive and any necessary improvements.
- f. Striping of centerline and edge of pavement markings along the entirety of 28th Street.
- g. Water main extension from existing dead end to 16" main in Outer Drive.
- h. Review of stormwater culvert capacity and any necessary improvements.

Construction drawings are anticipated to consist of the following:

- a. Roadway Plan and Profiles
- b. Roadway Cross Sections (if required)
- c. Roadway Intersection Details
- d. Stormwater Plan and Profiles (if required)
- e. Water Main Extension Plan
- f. Typical Details

B. Utility Coordination

The Engineer will coordinate with fiber, gas, and electric service providers as necessary to extend service to the jail site.

A1.03 Gravity Sewer Main Improvements

A. Construction Documents

The Engineer will prepare construction documents consisting of construction drawings and technical specifications for the proposed gravity sewer main improvements to serve the jail site. It is anticipated that these improvements will consist of the following:

- a. Gravity sewer main extension from the existing 10" line along Highway 75 North between the properties of 3000 Highway 75 North and 2900 and 2830 Highway 75 North, across the City owned property of 3500 28th Street and the proposed jail site at 3701 28th Street to a location on the south side of 28th Street across from the jail site.

Construction drawings are anticipated to consist of the following:

- a. Sanitary Sewer Plan and Profiles
- b. Typical Details

A1.04 Design Schedule

A. Design Schedule

Parts A1.01 – A1.03, as outlined above, will follow the same design schedule as the proposed Woodbury County Jail Site Improvements Project.

A1.05 Bidding

A. Public Bidding of the Project

In compliance with Iowa Public Bidding Laws, the Engineer will publicly advertise the project for bids and issue interested contractors electronic contract documents. The contract documents will include bidding documents, construction drawings, technical specifications, temporary and permanent easements. The Engineer will keep an updated planholder's list during the bidding phase. The Engineer will answer questions from contractor(s) during the bidding process.

B. Bidding and Contract Documents

Bidding and contract documents (front-end documents) to be utilized for publicly bidding the project will be provided by the Engineer and approved by the Owner. Engineer will incorporate the front-end documents into the bidding package.

C. Pre-Bid Meeting

The Engineer will schedule and hold a pre-bid meeting for the project to answer questions from interested contractors and provide interested parties with important information specific to the project.

D. Addenda

The Engineer will issue addenda to the contract documents as required during bidding.

E. Bid Opening

The Engineer will schedule and conduct a bid opening for the project.

F. Review of Bids

In compliance with Iowa Public Bidding Laws, the Engineer will review the bids submitted by the interested parties, prepare a bid tabulation, and formulate a recommendation to the Owner.

A1.06 Engineering During Construction

A. Shop Drawings

Shop drawings provided by the contractor(s) on the project will be reviewed by the Engineer for conformance with the contract documents.

B. Pay Requests

Pay Requests provided by the contractor(s) on the project will be reviewed by the Engineer for conformance with the contract documents. The Engineer will make recommendations to the Owner regarding payment.

C. Change Orders

The Engineer will review and process change orders on the project as required.

D. Questions During Construction

The Engineer will answer questions from the Owner and the contractor(s) regarding the project, design, and construction of the project during construction.

E. Meetings

The Engineer will attend meetings with the Owner and their staff, property owners, regulatory bodies, and the contractor(s) as necessary during construction.

F. Construction Staking

The Engineer will provide construction staking for the contractor(s) on the project. The Engineer's scope of services and fees will be determined upon completion of the contract documents. The fees for construction staking services will be included on the bid form for the project. The Owner will review and approve the summary of services and fees prior to bidding of the project.

A1.07 Construction Observation

A. Resident Project Representative

The Engineer will provide one Resident Project Representative in accordance with Exhibit D of the Agreement on an intermittent basis during the construction of the project.

A1.08 Construction Testing

A. Construction Testing

The Engineer will provide construction testing for the improvements to 28th Street.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. Unless specifically described as part of Basic Services, these services are not included and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Basic Services.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
- c. preparation of appraisals;
- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
- e. detailed quantity surveys of materials, equipment, and labor; and
- f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

EXHIBIT B – OWNER’S RESPONSIBILITIES

This is **Exhibit B**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility and topographic mapping and surveys.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor

registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

Q. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

R. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

S. Perform or provide the following: [N/A]

EXHIBIT C – PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

This is **Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

C2.01 Compensation For Basic Services– Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A lump sum fee of \$348,000.00 based on the following estimated distribution of compensation:
 - a. Surveying (A1.01) \$30,000.00
 - b. 28th Street Improvements (A1.02) \$107,000.00
 - c. Gravity Sewer Main Improvements (A.1.03) \$39,000.00
 - d. Bidding (A1.04) \$7,000.00
 - e. Engineering During Construction (A1.05) \$100,000.00
 - f. Construction Observation (A1.06) \$45,000.00
 - g. Construction Testing (A1.07) \$20,000.00
2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
3. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.1 incorporates all labor costs, overhead, and profit. Reimbursable Expenses will be billed as outlined in Paragraph C2.02 below.
4. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
5. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1 of each calendar year) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C2.04 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment for Additional Services:
 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer.

2. Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

APPENDIX 1 TO EXHIBIT C

This is **Appendix 1 to Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

<u>Item</u>	<u>Rate</u>
Mileage	IRS Rate
Lodging	Actual Cost
Special Postage or Shipping	Actual Cost
Printing	Actual Cost
Surveying Materials	Actual Cost
Subcontract Specialty Services	Actual Cost

APPENDIX 2 TO EXHIBIT C

This is **Appendix 2 to Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The Standard Hourly Rates apply only as specified in Article C2.

Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$158.50
Engineer PE-3	\$136.50
Engineer PE-2	\$125.50
Engineer PE-1	\$114.50
Engineer 3	\$115.00
Engineer 2	\$109.00
Engineer 1	\$93.50
CAD Technician-3	\$98.00
CAD Technician-2	\$87.50
CAD Technician-1	\$76.00
Certified Floodplain Manager	\$136.50
Professional Land Surveyor	\$115.00
Two-Man Survey Crew	\$149.50
One-Man Survey Crew	\$131.00
Survey Technician	\$98.50
GIS Technician-3	\$93.00
GIS Technician-2	\$82.00
GIS Technician-1	\$71.00
Construction Review-2	\$82.50
Construction Review-1	\$64.50
R-O-W Specialist	\$109.00
Clerical	\$54.50

EXHIBIT D – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

This is **Exhibit D**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR shall provide intermittent observation at the assumed rate of one day every other week. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
 8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
 9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work ; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 10. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
 11. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all

Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT E – NOTICE OF ACCEPTABILITY OF WORK

This is **Exhibit E**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

PROJECT:

OWNER:

CONTRACTOR:

OWNER’S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By (Signature): _____ Date: _____

Name & Title: _____

EXHIBIT F – CONSTRUCTION COST LIMIT

This is **Exhibit F**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$2,800,000.
- B. The Construction Cost limit shall include off-site infrastructure improvements along 28th Street (except fiber infrastructure improvements) and along the drainage way though and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing) and the cost of any easements.
- C. As per the 28E Agreement for Developmental Services entered into between the City of Sioux City, Iowa (City) and Woodbury County, Iowa, dated June 8, 2020, the Construction Cost limit shall not be exceeded unless mutually agreed upon by the both the City and County.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

EXHIBIT G – INSURANCE

This is **Exhibit G**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

By Engineer:

Workers' Compensation:	Statutory
Employer's Liability --	
Bodily injury, each accident:	\$1,000,000.00
Bodily injury by disease, each employee:	\$1,000,000.00
Bodily injury/disease, aggregate:	\$1,000,000.00
General Liability --	
Each Occurrence (Bodily Injury/Property Damage):	\$1,000,000.00
General Aggregate:	\$2,000,000.00
Excess or Umbrella Liability --	
Per Occurrence:	\$2,000,000.00
General Aggregate:	\$2,000,000.00
Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
	\$1,000,000.00
Professional Liability –	
Each Claim Made	\$2,000,000.00
Annual Aggregate	\$4,000,000.00

Additional Insureds:

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

EXHIBIT K – AMENDMENT TO OWNER-ENGINEER AGREEMENT

This is **Exhibit K**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications: ***Here describe the modifications, in as much specificity and detail as needed.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
 Print
 name: _____

By: _____
 Print
 name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

28E AGREEMENT FOR DEVELOPMENTAL SERVICES

8

This Agreement is made this 8th day of June, 2020 by and between the City of Sioux City, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa ("City") and Woodbury County, State of Iowa ("County").

WHEREAS, City and County have agreed to work together in the spirit of cooperation in developing each other's interests in meeting the greater public good;

WHEREAS, County desires assistance in the development of real estate located in the vicinity of 3701 28th Street, Sioux City, Woodbury County, Iowa for the proposed Woodbury County Jail Site Improvements Project ("**Project**") – See attached Exhibit A;

WHEREAS, City desires to facilitate such development, including offsite infrastructure improvements.

NOW, THEREFORE, the parties agree as follows:

A. COUNTY SHALL

1. Select and hire an engineering firm to provide survey, design, bidding, engineering, and construction services, including administration, observation, Sections 2, 3 and 4 herein, and material testing and staking regarding the construction of the infrastructure improvements for the Project. The selected engineering firm shall be responsible for developing a project scope and design for off-site improvements and infrastructure within a total project budget that shall not exceed \$2,800,000 unless mutually agreed upon by both City and County. The maximum \$2,800,000 City reimbursement shall cover off-site infrastructure improvements along 28th Street (except fiber infrastructure improvements) and along the drainage way through and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing and cost of any easements).
2. With regard to **28th Street** from US Highway 75 North to Outer Drive (approximately 6,600 LF):
 - a. If recommended by project traffic engineer, construct a maximum of four (4) turn lanes at various locations including, but not limited to, on 28th Street at Highway 75 North and Outer Drive, two (2) proposed driveways to 3701 28th Street (Jail site), and Outer Drive (westbound left turn lane onto 28th Street).
 - b. If recommended by traffic engineer, make modifications to the existing traffic signal at Highway 75 North intersection if turn lanes are to be added.
 - c. Grading, Paving (street and driveway approaches) and Erosion Control.
 - i. West portion (approximately 3,100 LF) is currently paved (HMA/PCC section) as a two-lane roadway. It is a combination of a rural section (with ditches) and urban section (with curb and gutter). Width varies. Anticipate to mostly Use as Constructed (UAC) with potential for HMA mill/overlay due to condition issues. Exception is at the east end of existing paving (top of hill) that will need to be removed/replaced with

the grade lowered to improve ride and sight distance to proposed jail driveways.

- ii. Middle gravel portion (approximately 2,800 LF) to be paved as a two-lane roadway (plus any recommended dedicated turn lanes to jail site). City requests to bid out PCC and HMA paving options. Each with granular subbase and subdrains. Rural or Urban typical section to be further reviewed with City and County. Pavement and typical section to be mutually agreed upon by City and County.
- iii. East portion (700 LF) is paved as a two-lane roadway however it is narrow around the curve (approximately 25 feet wide) and is expected to be impacted by the need to extend water main through this area (and potentially adding a turn lane) so this section is expected to be removed and replaced with a wider two-lane section (plus any recommended turn lanes for jail traffic).
- iv. No sidewalk is to be required as part of this project.
- v. No additional street lighting poles are to be required as part of this project, however luminaires on existing MEC poles will be added.
- vi. Erosion Control. All areas disturbed by construction that are not paved will be seeded and stabilized to keep sediment from moving offsite.

d. Utility Improvements.

- i. Water main – Extend existing 8” water main (installed in 1960) from dead end at west edge of existing paving with a new water main, size to be determined by mutual City and County consent, and to connect to the existing 16” stub just west of Outer Drive.
- ii. Storm Sewer – There is an existing 72” RCP culvert under 28th Street at the low point. Review capacity and model hydrology to review if an additional culvert is needed to keep major storm event flows from topping the roadway. Any additional roadway culverts and/or extension of culverts into the site of 3701 28th Street to be City owned within a City easement, only if deemed necessary by the County's LEC Jail Project Engineer.
- iii. Fiber line – County reserves right to determine the fiber line route, provider, and shared access.
- iv. Gas and electric service to the site will be coordinated with MidAmerican Energy.

3. With regard to **Gravity Sanitary Sewer Main Improvements** to the Project Site Location:

- a. Gravity Sanitary Sewer Main Improvements. Since the property at 3701 28th Street is located in the valley, gravity sanitary sewer will need to be provided from a lower point along Highway 75 North northwest of the site. There is an existing 10” sanitary sewer main along Highway 75 North that gravity flows

south. The sanitary sewer main will run along the existing drainage way between properties of 3000 Highway 75 North; and 2900 and 2830 Hwy 75 North and then across the City owned property of 3500 28th Street and the proposed jail site property at 3701 28th Street to ultimately a location on the south side of 28th Street across from the jail site. This sewer will then be available to serve the many acres of currently undeveloped property south of 28th Street. The distance of new sanitary sewer main is approximately 4,700 LF. Any new piping through the site of 3701 28th Street to be City owned within a City easement.

- b. Granular Access Roads along Gravity Sanitary Sewer Main Improvements. City and County to review if access roads are necessary along sewer main route for future maintenance.
 - c. Erosion Control. All areas disturbed by construction that are not paved or gravel surfaced, will be seeded and stabilized to keep sediment from moving offsite
4. With regard to **City owned property located at 3500 28th Street** (west of subject property at 3701 28th Street):
- a. Grading work, including borrowing or wasting of soil material, as well as temporary use, including staging or stockpiling of materials, of adjacent City owned property located at 3500 28th Street is allowed during construction of off-site and on-site (LEC jail project) improvements. Any disturbed areas are to be restored following construction to existing or better condition at County costs.
5. Review and approve for compliance with City code, state law, and the contract documents all plans and specifications for the public improvements on the Project.
 6. Review and approve for compliance with City code, state law, and the contract documents construction of the infrastructure improvements when complete.
 7. Retain all rights to Civil documents for use on the LEC Jail Project and development.

B. CITY SHALL

1. Review and approve all plans and specifications for the public improvements on the Project.
2. Review bids taken by County and provide staff concurrence in award for the public improvements on the Project.
3. Review and approve construction of the infrastructure improvements when complete.
4. Upon completion of the construction of the infrastructure improvements and City's and County's approval of same, City shall at all times thereafter own, operate, maintain, repair, and replace all off-site infrastructure improvements and all on-site infrastructure located within any easements granted to the City, with the exception of the fiber infrastructure.

5. Convey by City Deed to the LEC Authority real estate land located at 3701 28th Street totaling approximately 38.27 acres for a sum of \$900,000.00, funded by Issuance of Public Bonds.
6. Acquire, within a timely manner, as to not delay the progress of the LEC jail project all necessary easements (permanent and temporary) from adjacent property owners including, but not limited to, utility installation of gravity sanitary sewer main. A clear and unobstructed access to the on-site LEC jail project is to be available at all times during the LEC jail project.
7. Reimburse County for all off-site infrastructure improvements along 28th Street (except fiber infrastructure improvements) and along the drainage way through and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing and cost of any easements) with a maximum reimbursement of \$2,800,000. City staff will be responsible to contact property owners, negotiate cost of any easements and prepare legal agreements to be filed at the County Courthouse.
8. Invoices will be submitted and paid as expenses are incurred. Payment of reimbursement shall be made by City to County within thirty (30) days of an invoice submitted by County in accordance with the terms and conditions of the Agreement and with City's customary billing procedures.

C. OTHER PROVISIONS

1. No separate administrative entity or organization shall be created by this Agreement.
2. This Agreement is entered into pursuant to the authority of Chapter 28E of the 2019 Code of Iowa, as amended.
3. This Agreement shall be administered jointly by a representative appointed by the City Council and a representative appointed by the County.
4. The purpose of this Agreement is to achieve the goals and objectives set forth in the preamble hereof.
5. This Agreement shall terminate on the happening of either the determination that all of the transactions contemplated have been completed or by delivery of a thirty (30) day written notice of termination by either party to the other (in which case termination shall be effective automatically upon the expiration of the thirty (30) day period). Payment obligations for work completed or under contract at the time of termination shall survive termination of the Agreement.
6. Time is of the essence in this Agreement.
7. County shall transfer the Contractor's warranty and its rights under any maintenance bonds for all City improvements located within public right of way to the City following date of substantial completion.
8. All contract documents shall be made available the County and City for use in the on-site development of the new County LEC jail facility and any future developments to the adjacent properties.

9. All notices to be given by either party to the other shall be in writing and deemed to have been given when delivered personally or when deposited in the United States mail, addressed as follows:

To County:

Woodbury County, Iowa
ATTN: Board Chairman
620 Douglas Street Rm 104
Sioux City, Iowa 51101

To City:

City of Sioux City, Iowa
ATTN: City Clerk
405 Sixth Street
P.O. Box 447
Sioux City, Iowa 51102

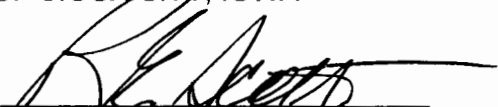
10. City and County agree to jointly select the project engineer.

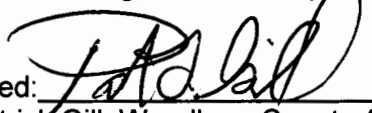
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

WOODBURY COUNTY, IOWA

CITY OF SIOUX CITY, IOWA

By: 
Matthew Ung, Board Chairperson

By: 
Robert E. Scott, Mayor

Attested: 
Patrick Gill, Woodbury County Auditor

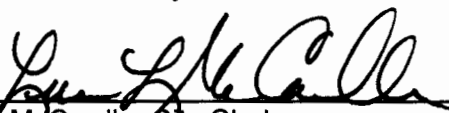
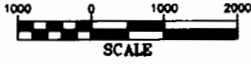
Attested: 
Lisa L. McCardle, City Clerk

EXHIBIT A



LEGEND



CITY LAND TO BE
CONVEYED TO COUNTY



DGR ENGINEERING
6115 Whispering Creek Drive, Sioux City, IA.
Tel. 712-266-1554 Fax. 712-266-1707

DATE: 3/17/2020

DRAWN BY: DJR APPROVED: BNW

PROJECT NO.
270025
SHEET
EX.A