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.sioux-city.org.

You are hereby notified a meeting of the City Council of the City of Sioux City, Iowa, will be held Monday, July 13, 2020, 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.

PUBLIC PARTICIPATION - City Council Meetings are broadcast live on Sparklight Cable, Community Channel 56, and streamed live on YouTube, www.sioux-city.org/councilvideos. During this meeting the City is providing an option for you to share your input without personally attending. You may call 712-224-4996 to provide a comment on an Agenda item during the meeting. All calls will be limited to 3 minutes.

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.

1. Call of the Roll - Silent Prayer and Pledge of Allegiance to the Flag - Proclamations

2. Interviews for City Council appointed Boards, Commissions, and Committees:
   A. Events Facilities and Tourism Advisory Board: Lila Plambeck
   B. Historic Preservation Commission: Johnathan Vodochodsky
   C. Human Rights Commission: Abdiweli Mohamed and Richard Moore
   D. Library Board of Trustees: Jane Vereen

3. PRESENTATION - Sioux City Hand-Washing Month

CONSENT AGENDA

Items 4 through 9C constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.

4. Reading of the City Council minutes of July 6, 2020.
5. **ACTIONS RELATING TO AGREEMENTS AND CONTRACTS**

A. **SKYWEST AIRLINES** - Resolution approving a Transportation Services Agreement between SkyWest Airlines, Inc. and the City of Sioux City, Iowa, for nonstop jet service between Sioux City, Iowa and Denver, Colorado.

B. **HEBERT CONSTRUCTION** - Resolution awarding and approving a contract to Hebert Construction Co., Inc. in the amount of $31,000 for the demolition of 909 Jackson Street.

6. **PURCHASING**

A. **HIGH POINT/PURCHASE** - Resolution awarding a purchase order to High Point Networks LLC of West Fargo, North Dakota, in the amount of $104,989, for the purchase of Sophos Firewall Equipment. (Requisition 262456)

B. **HIGH POINT/INSTALL** - Resolution approving a Service Provider Agreement with High Point Networks LLC of West Fargo, North Dakota, for labor to install Sophos Firewall Equipment in an amount not to exceed $4,500. (Requisition 262456)

7. **ACTIONS AUTHORIZING THE ISSUANCE OF CHECKS**

A. **MARK ALBENESIUS** - Resolution approving Change Order No. 3, accepting the work, and authorizing final payment to Mark Albenesius, Inc. for the 2020 Phase III Emergency Utility Pavement Repair Project - Grandview Boulevard and 32nd Street. (Project No. 7112-519-127)

B. **NELSON** - Resolution approving partial settlement of a tort claim and authorizing payment thereof. (Nelson)

8. **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 BBQ, 201 Pierce Street (Renewal)
      b. Monterey II, 3138 Singing Hills Boulevard (Temporary Outdoor Service, July 14-October 4, 2020)
      c. M’s Uncorked/M’s on 4th, 1019-1021 4th Street (Renewal)
      d. Red Lobster No. 0547, 4290 Sergeant Road (Renewal)

B. **OFF-PREMISE SALES**

   1. **CLASS B WINE PERMIT** (wine only)
      a. Hy-Vee Food Store No. 3, 3301 Gordon Drive (Renewal)
      b. M’s Uncorked/M’s on 4th, 1019-1021 4th Street (Renewal)
   2. **CLASS C BEER PERMIT** (beer/wine coolers)
      a. Hy-Vee Food Store No. 3, 3301 Gordon Drive (Renewal)
   3. **CLASS E LIQUOR LICENSE** (liquor only)
      a. Hy-Vee Food Store No. 3, 3301 Gordon Drive (Renewal)
9. BOARD, COMMISSION, AND COMMITTEE MINUTES

A. Civil Service Commission – June 2, 2020  
B. Historic Preservation Commission – January 7 and March 3, 2020  
C. Library Board of Trustees – June 29, 2020

- End of Consent Agenda -

HEARINGS

10. Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the 2019 Annual Sidewalk Program. (Project No. 7046-759-005)

11. Hearing and Resolution accepting the proposal of the Armory Board, State of Iowa, for the lease of certain land in the Donner Park Urban Renewal Area and authorizing lease of said property. (Approximately 12.50 acres adjacent to 3200 2nd Mech Drive)

ORDINANCES


13. CITIZEN CONCERNS

14. COUNCIL CONCERNS

15. 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) 279-6175. This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: July 13, 2020 ACTION ITEM # 2

FROM: Lisa L. McCardle, City Clerk
Heidi Farrens, Deputy City Clerk

SUBJECT: Interviews for City Council appointed Boards, Commissions, and Committees:

- Events Facilities and Tourism Advisory Board: Lila Plambeck
- Historic Preservation Commission: Johnathan Vodochodsky
- Human Rights Commission: Abdiwell Mohamed and Richard Moore
- Library Board of Trustees: Jane Vereen

RECOMMENDATION:
Staff respectfully requests that Council interview the applicants listed for vacant positions on the applicable Board, Commission or Committee.

DISCUSSION:
Events Facilities and Tourism Advisory Board - there are 3 positions vacant as of June 30, 2020.

Lila Plambeck has previously served the following terms on the Events Facilities Advisory Board:
Partial Term – 08/13/18 – 06/30/20

Below is a portion of the Vacancy Report pertinent to the Events Facilities and Tourism Advisory Board:

<table>
<thead>
<tr>
<th>Events Facilities and Tourism Advisory Board</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3 Vacancies:</strong></td>
</tr>
<tr>
<td>NAME</td>
</tr>
<tr>
<td>---------------------------</td>
</tr>
<tr>
<td>John Meyers (Orpheum)</td>
</tr>
<tr>
<td>Lila Plambeck (Hospitality)</td>
</tr>
<tr>
<td>Tim Bottaro (Resident)</td>
</tr>
<tr>
<td><strong>9 Members:</strong></td>
</tr>
<tr>
<td>NAME</td>
</tr>
<tr>
<td>---------------------------</td>
</tr>
<tr>
<td>John Meyers (Orpheum)</td>
</tr>
<tr>
<td>Lila Plambeck (Hospitality)</td>
</tr>
<tr>
<td>Tim Bottaro (Resident)</td>
</tr>
<tr>
<td>Bruce Miller (Resident)</td>
</tr>
<tr>
<td>Susan Unger (Resident)</td>
</tr>
</tbody>
</table>
### Historic Preservation Commission - there are 4 positions vacant as of June 30, 2020.

**Johnathan Vodochodsky** has previously served the following terms on the Historic Preservation Commission:

- Partial Term – 01/29/18 – 06/30/20

Below is a portion of the Vacancy Report pertinent to the **Historic Preservation Commission**:

<table>
<thead>
<tr>
<th>NAME</th>
<th>Vacancy Information</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sara DeAnda</td>
<td>Expired</td>
<td>06/30/19</td>
</tr>
<tr>
<td>Charles (Mark) Custer</td>
<td>Expiring</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Adam Fullerton</td>
<td>Expiring</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Johnathan Vodochodsky</td>
<td>Expiring</td>
<td>06/30/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>TERM (3 Year)</th>
<th>APPOINTMENT</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sara DeAnda</td>
<td>3rd</td>
<td>07/11/16</td>
<td>06/30/19</td>
</tr>
<tr>
<td>Charles (Mark) Custer</td>
<td>1st</td>
<td>10/01/18</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Adam Fullerton</td>
<td>2nd</td>
<td>07/17/17</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Johnathan Vodochodsky</td>
<td>Partial</td>
<td>01/29/18</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Dakota Kenney</td>
<td>Partial</td>
<td>05/06/19</td>
<td>06/30/21</td>
</tr>
<tr>
<td>Doug Strohbeen</td>
<td>1st</td>
<td>07/16/18</td>
<td>06/30/21</td>
</tr>
<tr>
<td>Anna Vestweber</td>
<td>1st</td>
<td>07/16/18</td>
<td>06/30/21</td>
</tr>
<tr>
<td>Amy Macfarlane</td>
<td>2nd</td>
<td>07/22/19</td>
<td>06/30/22</td>
</tr>
<tr>
<td>Lawrence Obermeyer</td>
<td>Partial</td>
<td>01/27/20</td>
<td>06/30/22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>Application Received</th>
<th>Interview date/Notes</th>
<th>App Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Custer</td>
<td>05/08/20</td>
<td>07/20/20</td>
<td>11/08/20</td>
</tr>
<tr>
<td>Johnathan Vodochodsky</td>
<td>05/20/20</td>
<td>07/13/20</td>
<td>11/20/21</td>
</tr>
</tbody>
</table>
Human Rights Commission - there are 4 positions vacant as of June 30, 2020.

**Abdiweli Mohamed** has not previously served on any of the City Council appointed Boards, Commissions or Committees.

**Richard Moore** has previously served the following terms on the Human Rights Commission:
- Partial Term – 04/17/17 – 06/30/17
- First Term – 07/01/17 – 06/30/20

Below is a portion of the Vacancy Report pertinent to the Human Rights Commission:

<table>
<thead>
<tr>
<th>Human Rights Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Human Rights Commission must be Gender Balanced</strong></td>
</tr>
<tr>
<td>2 men and 2 women OR 3 women and 1 man are required to balance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4 Vacancies</th>
<th>NAME</th>
<th>Vacancy Information</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Richard Moore</td>
<td>Expiring</td>
<td>06/30/20</td>
</tr>
<tr>
<td></td>
<td>Steele Welcher</td>
<td>Expiring</td>
<td>06/30/20</td>
</tr>
<tr>
<td></td>
<td>Mary Day</td>
<td>Expiring</td>
<td>06/30/20</td>
</tr>
<tr>
<td></td>
<td>Tracy Winters</td>
<td>Expiring</td>
<td>06/30/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11 Members</th>
<th>NAME</th>
<th>TERM (3 Year)</th>
<th>APPOINTMENT</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>(6 men/5 women)</td>
<td>Richard Moore</td>
<td>1st</td>
<td>04/17/17</td>
<td>06/30/20</td>
</tr>
<tr>
<td></td>
<td>Steele Welcher</td>
<td>2nd</td>
<td>07/17/17</td>
<td>06/30/20</td>
</tr>
<tr>
<td></td>
<td>Mary Day</td>
<td>1st</td>
<td>07/17/17</td>
<td>06/30/20</td>
</tr>
<tr>
<td></td>
<td>Tracy Winters</td>
<td>1st</td>
<td>07/17/17</td>
<td>06/30/20</td>
</tr>
<tr>
<td></td>
<td>Kendra Bergenske</td>
<td>Partial</td>
<td>09/23/19</td>
<td>06/30/21</td>
</tr>
<tr>
<td></td>
<td>Julie Berens</td>
<td>2nd</td>
<td>07/09/18</td>
<td>06/30/21</td>
</tr>
<tr>
<td></td>
<td>Donald Scarlett</td>
<td>Partial</td>
<td>01/14/19</td>
<td>06/31/21</td>
</tr>
<tr>
<td></td>
<td>Robert Stewart</td>
<td>Partial/1st</td>
<td>03/18/19</td>
<td>06/30/22</td>
</tr>
<tr>
<td></td>
<td>Chris Jensen</td>
<td>1st</td>
<td>07/15/19</td>
<td>06/30/22</td>
</tr>
<tr>
<td></td>
<td>Charlotte Gorter</td>
<td>1st</td>
<td>07/15/19</td>
<td>06/30/22</td>
</tr>
<tr>
<td></td>
<td>Billy Oyadare</td>
<td>1st</td>
<td>07/15/19</td>
<td>06/30/22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4 Applications</th>
<th>NAME</th>
<th>Application Received</th>
<th>Interview date/Notes</th>
<th>App Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mary Day</td>
<td>05/15/20</td>
<td>07/06/20</td>
<td>11/15/21</td>
</tr>
<tr>
<td></td>
<td>Tracy Winters</td>
<td>05/22/20</td>
<td>07/20/20</td>
<td>11/22/21</td>
</tr>
<tr>
<td></td>
<td>Abdiweli Mohamed</td>
<td>07/06/20</td>
<td>07/13/20</td>
<td>01/06/22</td>
</tr>
<tr>
<td></td>
<td>Richard Moore</td>
<td>07/06/20</td>
<td>07/13/20</td>
<td>01/06/22</td>
</tr>
</tbody>
</table>

Library Board of Trustees - there are 2 positions vacant as of June 30, 2020.

**Jane Vereen** has previously served the following terms on the Library Board of Trustees:
- Partial – 02/12/18 - 6/30/20
Below is a portion of the Vacancy Report pertinent to the **Library Board of Trustees**:

<table>
<thead>
<tr>
<th>Library Board of Trustees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Library Board of Trustees must be Gender Balanced</strong></td>
</tr>
<tr>
<td>2 women OR 1 man and 1 woman are required to balance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2 Vacancies:</th>
<th>NAME</th>
<th>Vacancy Information</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hope Schaefer</td>
<td>Expiring</td>
<td></td>
<td>06/30/20</td>
</tr>
<tr>
<td>Jane Vereen</td>
<td>Expiring</td>
<td></td>
<td>06/30/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7 Members:</th>
<th>NAME</th>
<th>TERM (3 Year)</th>
<th>APPOINTMENT</th>
<th>EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4 women/3 men)</td>
<td>Hope Schaefer</td>
<td>Partial/1st</td>
<td>10/24/16</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Jane Vereen</td>
<td>Partial</td>
<td>02/12/18</td>
<td>06/30/20</td>
<td></td>
</tr>
<tr>
<td>Heidi Reinking</td>
<td>Partial</td>
<td>09/23/19</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>Charles (Bill) McKenny</td>
<td>2nd</td>
<td>07/09/18</td>
<td>06/30/21</td>
<td></td>
</tr>
<tr>
<td>Todd Stanley</td>
<td>2nd</td>
<td>07/15/19</td>
<td>06/30/22</td>
<td></td>
</tr>
<tr>
<td>Genevieve Radosti</td>
<td>Partial</td>
<td>10/28/19</td>
<td>06/30/22</td>
<td></td>
</tr>
<tr>
<td>Andrew Clausen</td>
<td>Partial</td>
<td>04/06/20</td>
<td>06/30/22</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1 Application:</th>
<th>NAME</th>
<th>Application Received</th>
<th>Interview date/Notes</th>
<th>App Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jane Vereen</td>
<td>05/08/20</td>
<td>07/13/20</td>
<td>11/08/21</td>
<td></td>
</tr>
</tbody>
</table>

**FINANCIAL IMPACT:**
None.

**RELATIONSHIP TO STRATEGIC PLAN:**
Interviewing and appointing citizens to various Boards, Commissions, and Committees shows our effort to incorporate citizen input in Municipal Government. Relates to **Progressive Leadership Vision** - We will use formal and informal methods to engage the Council, our employees, and our customers to promote enhanced organizational engagement and commitment to our shared vision; also relates to **Strategy** - Develop strong partnerships with our residents, visitor’s and business community. As stewards of the City of Sioux City we will strive to enhance connectivity with citizens and businesses – Encourage resident engagement within the community.

**ALTERNATIVES:**
Staff respectfully requests Council interview all Board, Commission and Committee applicants; Council may then choose to appoint or not to appoint each interviewee per their individual preference. City Clerk’s staff will collect preferences from Council after all applicants for each Board, Commission and Committee have interviewed and the expiration dates of the terms to be filled have passed.

**ATTACHMENTS:**
Applications
CITY OF SIOUX CITY, IOWA
APPLICATION FOR APPOINTMENT TO A CITY COUNCIL
APPOINTED BOARD, COMMISSION OR COMMITTEE

04/24/2020

Date

BOARD, COMMISSION or COMMITTEE: EVENTS FACILITIES AND TOURISM ADVISORY BOARD

GENDER BALANCE - Section 69.16A of the Iowa Code requires gender balance on those City Boards and Commissions required or governed by state law unless the City has made a good faith effort for a period of three months to appoint a qualified person. This affects and includes: Airport Board of Trustees; Civil Service Commission; Human Rights Commission; Library Board of Trustees; and Planning and Zoning Commission.

GENERAL INFORMATION

Lila Plambeck

Name

76 South Newton Street

Home Address

Sioux City/IA

Street

City/State

712-204-1687

Phone Residence

51106

Zip

lila.plambeck@gmail.com

E-Mail Address

The Warrior Hotel

Employer

525 Sixth Street

Business Address

Sioux City/IA

51101

Phone Business

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:

Are you a Sioux City resident? Yes ☐ No ☐ How many years have you been a resident? 18

Are you a registered voter? Yes ☐ No ☐

Have you reviewed the Ordinance or Resolution establishing the Board, Commission or Committee you are applying for? Yes ☐ No ☐ (If no, please contact the City Clerk’s Office at 712.279.6313 to obtain a copy.)

SERVING ON A BOARD - Are you currently serving on any other City Council appointed Board, Commission or Committee? Yes ☐ No ☐ If yes list here: ________________________________

It is the general policy of the City to allow a person to serve on only one City Council appointed Board, Commission or Committee at any given time. If you answered yes, please explain why Council should make an exception to the general policy and allow you to serve on multiple Boards, Commissions or Committees:

Have you previously served on any other City Council appointed Board, Commission or Committee? Yes ☐ No ☐ If yes list here: ________________________________

COMMUNITY INVOLVEMENT - Please describe your past and present community involvement including voluntary, social, civic, church, school, business, and/or professional associations you have been involved in and are applicable to this application. (Include dates of involvement and any offices or leadership positions held.) Formerly the General Manager of the Stone Creek Hotel and Conference Center in Sioux City Iowa (2014-2019), I am now the Director of Sales and Marketing for The Warrior Hotel (2019). I am the Vice President of the Events Facility Tourism Advisory. During my time on the EFTAB I served on a subcommittee to assist in creating a Siouxland Convention Visitors Bureau (2019). I have contributed my personal time and energy into the creation of this board and CVB or Destination Marketing Organization. I have a true understanding of the need to increase demand in our market. I serve as the Vice President of the Greater Siouxland Hospitality Board. I am an active member in both the Siouxland Chamber of Commerce and the South Sioux Chamber of Commerce. I belong to 100+Women that give and I sit on the Congregational Church Council for Augustana Lutheran Church in downtown Sioux City.
STATE, COUNTY, or MUNICIPAL BOARDS or COMMISSIONS - List any you are presently serving on:
Greater Siouxland Hospitality - Vice President

SPECIAL QUALIFICATIONS - Please list any special qualifications for serving on a City Council appointed
Board, Commission or Committee including skills, training, licenses and certificates that are applicable:
I have a Certification in Hotel Analytics. I have knowledge of marketing trends and notable connections across the state, Midwest and
country. I have hospitality, sales and marketing experience that allows me to inform others of needs to make Sioux City a viable
destination market for the business and association traveler and the leisure travelers.

INTEREST - State why you would like to volunteer to serve and what contributions you believe you can make:
I have an over 90% attendance for all of the EFTAB meetings. I have the passion for this city and wish to share that passion with our
city to continue to grow revenue for this community. I feel that if we increase the demand and market our city we will be able to bring in
sales tax and hotel motel tax that will offset tax increase to our property owners.

CONFLICT OF INTEREST - Chapters 362.5, 362.6, 403.16 and 403A.22 of the Code of Iowa describe potential
conflicts of interest for City officials. A Disclosure of Interest Statement as well as the aforementioned
Iowa Code has been attached to this application for your review. **If you have any questions regarding this
issue please contact the City Attorney's Office at 712-279-6318.** Are you aware of any conflict of interest
or potential conflict of interest that may prevent you from carrying out your responsibilities on this Board,
Commission or Committee in the best interest of the City of Sioux City? If so, please describe:

PERSONAL REFERENCES - Please list 2 references, the City Council may contact your references:
Mike Adams
Name:
111 3rd Street
Address:
Sioux City, IA
(712) 226-7800
Phone:
Mark Baukhus
Name:
801 4th Street
Address:
Sioux City, IA
712-266-4224
Phone:

I understand the role and responsibilities of membership on this City Council appointed Board, Commission or
Committee and I am willing to serve. In applying for appointment I understand the City Council may make inquires in the community pertinent to my appointment. I also understand that as a member of any Board,
Commission or Committee I may be dismissed from the Board, Commission or Committee and or disqualified
by the City Council as a candidate for the Board, Commission or Committee membership for making untrue or
discriminatory statements about others, including members of protected classes.

If appointed, I am willing to attend the designated Board, Commission or Committee training. **Yes **No

**By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature. I understand that my digital signature carries the same legal bindings as my handwritten signature.**
Lila L. Plambeck
04.24.2020

Signature

Applications are kept on file and active for 18 months from the date you file. A separate application must be
completed for each Board, Commission or Committee on which you would consider serving. File applications
with the City Clerk's Office, 1st floor, City Hall, 405 6th Street, Sioux City, Iowa, 51101; or mail to City Clerk's
Office, P.O. Box 447, Sioux City, Iowa, 51102-0447; or email CityBoardsandCommissions@sioux-city.org. Thank
you!
City of Sioux City
EVENTS FACILITIES AND
TOURISM ADVISORY BOARD
(Est. 2006; Amended 2018)

Mission Statement
The amended Events Facilities and Tourism Advisory Board (EFTAB) will make recommendations on the operation of the Tyson Events Center, the Sioux City Convention Center, Orpheum Theater, and tourism bureau in Sioux City ("facilities") consistent with the terms and provisions of Chapter 2.35. After the new Board Members are appointed by City Council an updated Mission Statement will be created.

Member Role
The Events Facilities and Tourism Advisory Board's (EFTAB) main objective is to make recommendations on the operation of the Tyson Events Center, the Sioux City Convention Center, Orpheum Theater, and tourism and visitor's bureau in a professional and businesslike manner so as to promote the use of the facilities and coordinate the promotion of tourism on a local, regional and state level. Board members shall be people who, by virtue of their background, education and experience, have demonstrated their ability to accept responsibility and to use prudent judgment.

Responsibilities of The Board
Except as otherwise provided hereinafter, the Board shall make recommendations to the City Council on the operation of the facilities. Specifically, the Board shall make recommendations on the following matters:
1. The purchase, lease, sale, or exchange of personal property for the benefit and efficient operation of the facilities.
2. The rates and fees for the use of the facilities and services.
3. Application for and acceptance of grants or subsidies from any other unit of government.
4. How to actively market and advertise the services offered by the facilities.
5. Acceptance of gifts, donations, devises, and bequests that may be made to the City for the purpose of establishing, increasing or improving the facilities.
6. The types of events to promote or co-promote activities and events held at the facilities.
7. Provide guidance to the City Council in the areas of tourism and the establishment of a local or regional tourism bureau in the community.

Nominee's Questionnaire
1. Describe your use of the services and events offered by the Event Facilities operations at the Tyson Events Center, Convention Center, Orpheum Theater, and tourism bureau. Regularly attend concerts, and events at all facilities. Promote events offered at the Tyson and Orpheum.

2. Have you ever worked in the field of events or entertainment or a similar field? Explain the benefits of your experience. Being in the hospitality world I work closely with the Hard Rock, Convention Center, Tyson and Orpheum in Sioux City.
3. Do you have specific ideas for improvements or future projects for the EFTAB?
   Continue to correspond on creation of CVB and focus on how we can help promote all of our city owned facilities. I have had citizen approach me about the golf club houses and how we should hold them accountable for profitability and general upkeep of their property. I feel each committee member should have a focus project and report on that to the board. These projects would be ways to enhance our city.

4. If appointed, how do you see your role as a member of the EFTAB?
   I am currently a member of the Western Iowa Tourism and the Iowa Society of Associate Executives. I attend meetings regularly and report back to the City with beneficial information that we need to promote and play with surrounding communities. I have ties to many CVB's in Iowa.

5. Are you able to commit time to the monthly board meeting held on the 4th Friday at 12:00 p.m. and an additional monthly sub-committee meeting held during the two weeks prior? (This is the current meeting time and is subject to change.)
   Absolutely, I am a firm believer in the commitment of time. I feel board members, while volunteer, need to attend meetings regularly. I have been challenged in the past with the inability to move forward with our projects due to inadequate members that do not attend and do not read minutes during their absence.

By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature.
I understand that my digital signature carries the same legal bindings as my handwritten signature.

Lila L. Plambeck
04.24.2020

/s/ ____________________________  ____________________________
Signature                           Date
CITY OF SIOUX CITY, IOWA
APPLICATION FOR APPOINTMENT TO A CITY COUNCIL
APPOINTED BOARD, COMMISSION OR COMMITTEE

Date 05/20/2020

BOARD, COMMISSION or COMMITTEE: HISTORIC PRESERVATION COMMISSION

GENERIC BALANCE - Section 69.16A of the Iowa Code requires gender balance on those City Boards and
Commissions required or governed by state law unless the City has made a good faith effort for a period of
three months to appoint a qualified person. This affects and includes: Airport Board of Trustees; Civil Service
Commission; Human Rights Commission; Library Board of Trustees; and Planning and Zoning Commission.

GENERAL INFORMATION

Name Johnathan Vodochodsky Phone Residence 7128982919
Home Address 310 36th St Sioux City, IA 51104
Street City/State Zip Code
E-Mail Address suxvr40rider@gmail.com
Employer Sterling Phone Business 6052424079
Business Address 303 Centennial Drive North Sioux City, SD 57049
Street City/State Zip Code

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:

Are you a Sioux City resident? Yes No How many years have you been a resident? 26
Are you a registered voter? Yes No
Have you reviewed the Ordinance or Resolution establishing the Board, Commission or Committee you are
applying for? Yes No (If no, please contact the City Clerk's Office at 712.279.6313 to obtain a copy.)

SERVING ON A BOARD - Are you currently serving on any other City Council appointed Board, Commission
or Committee? Yes No If yes list here: ____________________________

It is the general policy of the City to allow a person to serve on only one City Council appointed Board, Com-
mission or Committee at any given time. If you answered yes, please explain why Council should make an
exception to the general policy and allow you to serve on multiple Boards, Commissions or Committees:

Have you previously served on any other City Council appointed Board, Commission or Committee?
Yes No If yes list here: ________________________________________

COMMUNITY INVOLVEMENT - Please describe your past and present community involvement including vol-
untary, social, city, church, school, business, and/or professional associations you have been involved in and
are applicable to this application. (Include dates of involvement and any offices or leadership positions held.)
Former board member and safety coordinator for Siouxland Cyclists Bicycle Club, founding member
and former board member of the Siouxland Trails Foundation.
STATE, COUNTY, or MUNICIPAL BOARDS or COMMISSIONS - List any you are presently serving on:
Sioux City Historic Preservation Commission

SPECIAL QUALIFICATIONS - Please list any special qualifications for serving on a City Council appointed Board, Commission or Committee including skills, training, licenses and certificates that are applicable: Experienced history researcher and preservationist, experienced at networking and working with the right people to accomplish a common goal, excellent communication skills.

INTEREST - State why you would like to volunteer to serve and what contributions you believe you can make:
I am currently service on the historic preservation commission. We are currently working on the downtown historic district project. I would like to continue that project and see it through to its completion.

CONFLICT OF INTEREST - Chapters 362.5, 362.6, 403.16 and 403A.22 of the Code of Iowa describe potential conflicts of interest for City officials. A Disclosure of Interest Statement as well as the aforementioned Iowa Code has been attached to this application for your review. If you have any questions regarding this issue please contact the City Attorney's Office at 712-279-6318. Are you aware of any conflict of interest or potential conflict of interest that may prevent you from carrying out your responsibilities on this Board, Commission or Committee in the best interest of the City of Sioux City? If so, please describe:
No conflict of interest.

PERSONAL REFERENCES - Please list 2 references, the City Council may contact your references:

Martha Vodochodsky
Name: ____________________________________________
310 36th St
Address: _______________________________________
Sioux City, IA 51104
Phone: 7128962327

Tom Munson
Name: ____________________________________________
607 4th St
Address: _______________________________________
Sioux City, Iowa 51101
Phone: 7122245001

I understand the role and responsibilities of membership on this City Council appointed Board, Commission or Committee and I am willing to serve. In applying for appointment I understand the City Council may make inquiries in the community pertinent to my appointment. I also understand that as a member of any Board, Commission or Committee I may be dismissed from the Board, Commission or Committee and or disqualified by the City Council as a candidate for the Board, Commission or Committee membership for making untrue or discriminatory statements about others, including members of protected classes.

If appointed, I am willing to attend the designated Board, Commission or Committee training. Yes ☐ No ☐

By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature. I understand that my digital signature carries the same legal bindings as my handwritten signature.
Johnathan Vodochodsky
/s/ ____________________________________________ Date 05/20/2020
Signature

Applications are kept on file and active for 18 months from the date you file. A separate application must be completed for each Board, Commission or Committee on which you would consider serving. File applications with the City Clerk's Office, 1st floor, City Hall, 405 6th Street, Sioux City, Iowa, 51101; or mail to City Clerk's Office, P.O. Box 447, Sioux City, Iowa, 51102-0447; or email CityBoardsandCommissions@sioux-city.org. Thank you!
City of Sioux City
HISTORIC PRESERVATION COMMISSION
(Administrative Board)

MISSION STATEMENT
By utilizing the expertise of Commission members, researching current information, and partnering with other groups and local, state and national organizations, the Sioux City Historic Preservation Commission will:

MEMBER ROLE
The role of an HPC member includes the following activities: Advise the City Council and other groups on preservation issues; Assist businesses, groups, and individuals in preservation efforts; Educate the residents of Sioux City about methods and merits of preservation; Safeguard the City's historic and cultural heritage by preserving sites of significance, and, Identify, protect, and enhance potential historic attractions for tourism and business.

Nominee's Questionnaire

1. What is your definition of 'historic preservation'?
Researching and cataloging important historic facts about historic buildings, sites and events to preserve the history for future generations and to add historic buildings to the National Register of Historic Places and/or list them as a local landmark.

2. Describe your past or current involvement in historic preservation projects.
Past and current involvement is working to create a downtown historic district for the City of Sioux City.

3. Do you have specific ideas for future historic preservation projects in Sioux City?
Yes, to complete the downtown historic district project and have as many buildings that qualify added to the National Register of Historic Places and/or listed as a local landmark.

4. The Historic Preservation Commission is an Administrative Board with significant oversight responsibilities; what do you feel your role will be if appointed?
My current role is as commission chair person. If I am re-appointed and if the other commission members see fit to keep me in that leadership position I will continue to lead the commission as I have been. I lead by example and I do not micro manage.

5. Are you able to commit time to the monthly meeting held on the 1st Tuesday of the month at 3:30 p.m. and additional time on various projects of the Commission? (Please provide detail)
Yes, I can commit to the monthly meeting time. The commission has been meeting at 4:00 pm instead of 3:30 as it is easier for everyone. We have not met since March of 2020 due to COVID-19 but we are planning on starting our meetings again in June.

By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature. I understand that my digital signature carries the same legal bindings as my handwritten signature.

/s/ Johnathan Vodochodsky

Signature: ____________________________ Date: ________________

05/20/2020
CITY OF SIOUX CITY, IOWA
APPLICATION FOR APPOINTMENT TO A CITY COUNCIL
APPOINTED BOARD, COMMISSION OR COMMITTEE

Date 7-5-20

BOARD, COMMISSION or COMMITTEE: HUMAN RIGHTS COMMISSION

GENDER BALANCE - Section 69.16A of the Iowa Code requires gender balance on those City Boards and Commissions required or governed by state law unless the City has made a good faith effort for a period of three months to appoint a qualified person. This affects and includes: Airport Board of Trustees; Civil Service Commission; Human Rights Commission; Library Board of Trustees; and Planning and Zoning Commission.

GENERAL INFORMATION
Name Abdiweli Mohamed
Phone Residence 712-265-0662
Home Address 2634 s Helen st Sioux city iowa 51106
Street
City/State
Zip
E-Mail Address Samsongx2@gmail.com

Employer Hillcrest and Mica Nursing home
Phone Business (712) 551-1074
Business Address 2121 Ave L, Hawarden, IA 51023
Street
City/State
Zip Code

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:
Are you a Sioux City resident? Yes ☐ No ☐ How many years have you been a resident? 3 Years
Are you a registered voter? Yes ☐ No ☐
Have you reviewed the Ordinance or Resolution establishing the Board, Commission or Committee you are applying for? Yes ☐ No ☐ (If no, please contact the City Clerk’s Office at 712.279.6313 to obtain a copy.)

SERVING ON A BOARD - Are you currently serving on any other City Council appointed Board, Commission or Committee? Yes ☐ No ☐ If yes list here:

It is the general policy of the City to allow a person to serve on only one City Council appointed Board, Commission or Committee at any given time. If you answered yes, please explain why Council should make an exception to the general policy and allow you to serve on multiple Boards, Commissions or Committees:

Have you previously served on any other City Council appointed Board, Commission or Committee?
Yes ☐ No ☐ If yes list here:

COMMUNITY INVOLVEMENT - Please describe your past and present community involvement including voluntary, social, city, church, school, business, and/or professional associations you have been involved in and are applicable to this application. (Include dates of involvement and any offices or leadership positions held.)

Iowa Mission of Mercy , Provided health assessment and screening for clients in need of dental work. 10-5-18
(Vital signs. Health history, Blood glucose meter)
STATE, COUNTY, or MUNICIPAL BOARDS or COMMISSIONS - List any you are presently serving on:

none

SPECIAL QUALIFICATIONS - Please list any special qualifications for serving on a City Council appointed Board, Commission or Committee including skills, training, licenses and certificates that are applicable:
- Certified Registered Nurse in the State of Iowa
- Certified Nurse Assistant through the State of Iowa
- Certified First Aid and BLS
- Certified Child and Dependent Mandatory Reporter
- NURSING (ADN)
- ASSOCIATE OF APPLIED SCIENCE DEGREE
- Clinical experience: Tracheostomy tube suctioning, tracheostomy tube feeding, dressing and changing of the tracheostomy tube and other tube-suctioning skills
- MECHANICAL VENTILATION: Operate, set up and change the ventilatory tubing and other troubleshooting skills

PERSONAL QUALIFICATIONS
- Bilingual in Somali
- Empathy and understanding toward patient needs
- Good communication and time management skills
- Works well with diverse groups and ages of patients
- Works great under pressure

INTEREST - State why you would like to volunteer to serve and what contributions you believe you can make:
The United States is going through a social revolution. I want to steer this new wave of social unrest within the hands of the law. People are angry that their voices have been unheard time and time again. I want to channel that pain and use this opportunity to help those whose voices have become lost.

CONFLICT OF INTEREST - Chapters 362.5, 362.6, 403.16 and 403A.22 of the Code of Iowa describe potential conflicts of interest for City officials. A Disclosure of Interest Statement as well as the aforementioned Iowa Code has been attached to this application for your review. If you have any questions regarding this issue please contact the City Attorney’s Office at 712-279-6318. Are you aware of any conflict of interest or potential conflict of interest that may prevent you from carrying out your responsibilities on this Board, Commission or Committee in the best interest of the City of Sioux City? If so, please describe:

none

PERSONAL REFERENCES - Please list 2 references, the City Council may contact your references:

Amber Baker director of nursing (DON)
Name: ____________________________
Address: 2121 Ave L, Hawarden, IA 51023
Phone: 605-659-5924

Catherine Araujo licensed practical nurse
Name: ____________________________
Address: 8100 Highwood Drive, Blaine, MN 55449
Phone: 763-568-5534

I understand the role and responsibilities of membership on this City Council appointed Board, Commission or Committee and I am willing to serve. In applying for appointment I understand the City Council may make inquiries in the community pertinent to my appointment. I also understand that as a member of any Board, Commission or Committee I may be dismissed from the Board, Commission or Committee and or disqualified by the City Council as a candidate for the Board, Commission or Committee membership for making untrue or discriminatory statements about others, including members of protected classes.

If appointed, I am willing to attend the designated Board, Commission or Committee training. Yes ☐ No ☐

Abdiweli Mohamed
Signature

7-5-20
Date

Applications are kept on file and active for 18 months from the date you file. A separate application must be completed for each Board, Commission or Committee on which you would consider serving. File applications with the City Clerk’s Office, 1st floor, City Hall, 405 6th Street, Sioux City, Iowa, 51101; or mail to City Clerk’s Office, P.O. Box 447, Sioux City, Iowa, 51102-0447; or email CityBoardsandCommissions@sioux-city.org. Thank you!
City of Sioux City
HUMAN RIGHTS COMMISSION
(Quasi-Judicial)

MISSION STATEMENT
To ensure a fair and equitable community for all. In compliance with Iowa Law the Human Rights Commission mission is to eliminate discrimination in housing, employment, public accommodations, education and credit. To eliminate discrimination based on age, race, creed, color, sex, national origin, religion, mental or physical disability, familial status, marital status, sexual orientation and gender identity. Sponsor programs promoting goodwill among the various racial, religious and ethnic groups in Siouxfand.

MEMBER ROLE
The role of Human Rights Commission is to: 1) effectively enforce local, state and federal laws; 2) serve as an information source about civil rights laws and regulations; and 3) actively assist in the prevention and elimination of the effects of discriminatory acts and/or discriminatory practices in the community. Our goal is to secure for everyone in our city freedom from discrimination due to their race, color, national origin, sex, age, mental or physical disability, religion, creed, sexual orientation, gender identity, marital status (credit only), or presence of children in their home. The role of commissioners is to 1) advocate for the prevention and elimination of discrimination against members of any protected classes; 2) review and determine the merits of allegations of discrimination; 3) hold public hearings on individual allegations of discrimination; and 4) educate the community about the existence and effects of discrimination.

Nominee's Questionnaire

1. Do you understand qualifications for appointment to the Human Rights Commission require compliance with the laws protecting the above named classes and that an unwillingness or inability to comply disqualifies your application? Yes☐ No☐

2. Describe how you see yourself complying the Human Rights Law.
I want to be the voice of the unheard to prevent further breakdown of our society. People need to see a minority that will represent their best interests.

3. Do you understand qualifications call for a general knowledge of human and civil rights laws and regulations? Yes☐ No☐ Please explain your knowledge in these areas.
The majority of individuals, if shown that they are violating someone else’s dignity, will try to refrain. In general, people do not want to hurt other people.

4. What attracted you to apply for the Human Rights Commission?
I want to change Sioux City. I'm at a point in my life where its time to start giving back to society. I want to help solve problems that affect people of color.

5. All agency records including closed sessions (in compliance with the law) relating to clients are confidential, will you observe and maintain this policy of confidentiality? Yes☐ No☐

6. Are there any further questions or comments that you wish to express at this time?
None at this time

Abdiweli Mohamed
Signature

7-5-20
Date
CITY OF SIoux CITY, IOWA
APPLICATION FOR APPOINTMENT TO A CITY COUNCIL
APPOINTED BOARD, COMMISSION OR COMMITTEE

Date April 23, 2020

BOARD, COMMISSION or COMMITTEE: HUMAN RIGHTS COMMISSION

GENDER BALANCE - Section 69.16A of the Iowa Code requires gender balance on those City Boards and
Commissions required or governed by state law unless the City has made a good faith effort for a period of
three months to appoint a qualified person. This affects and includes: Airport Board of Trustees; Civil Service
Commission; Human Rights Commission; Library Board of Trustees; and Planning and Zoning Commission.

GENERAL INFORMATION

Name Richard J Moore Phone Residence 712-898-7667
Home Address 216 Buckley Street (PO Box R) Sloan, IA 51055
Street City/State Zip
E-Mail Address RevRJMoore@gmail.com
Employer Evangelical Covenant Church Phone Business 712-898-7667
Business Address 306 Buckley Street (PO Box R) Sloan, IA 51055
Street City/State Zip Code

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:

Are you a Sioux City resident? Yes ☐ No ○ How many years have you been a resident? ________
Are you a registered voter? Yes ☐ No ○
Have you reviewed the Ordinance or Resolution establishing the Board, Commission or Committee you are
applying for? Yes ☐ No ○ (If no, please contact the City Clerk's Office at 712.279.6313 to obtain a copy.)

SERVING ON A BOARD - Are you currently serving on any other City Council appointed Board, Commission
or Committee? Yes ☐ No ○ If yes list here: Human Rights Commission

It is the general policy of the City to allow a person to serve on only one City Council appointed Board, Com-
mission or Committee at any given time. If you answered yes, please explain why Council should make an
exception to the general policy and allow you to serve on multiple Boards, Commissions or Committees:

Have you previously served on any other City Council appointed Board, Commission or Committee?
Yes ☐ No ○ If yes list here:

COMMUNITY INVOLVEMENT - Please describe your past and present community involvement including vol-
untary, social, city, church, school, business, and/or professional associations you have been involved in and
are applicable to this application. (Include dates of involvement and any offices or leadership positions held.)

NAACP - co-chair of Faith committee, participant in fundraiser for college scholarships (approx 8 yrs)
Chair, Ministerial Association, Westwood Community, Sloan (approx 20 yrs)
Organizing Committee, NAIA National Championship Tournament (approx 15 yrs)
Evangelical Covenant Church, Denominational Pension and Benefits Board (1yr)
Chair, Professional Advisory Committee, St. Luke's College ACPE Program (3 yrs)
STATE, COUNTY, or MUNICIPAL BOARDS or COMMISSIONS - List any you are presently serving on: Commissioner, Human Rights Commission, Sioux City

SPECIAL QUALIFICATIONS - Please list any special qualifications for serving on a City Council appointed Board, Commission or Committee including skills, training, licenses and certificates that are applicable: I have a desire to see discrimination eliminated so we can pass our community and world on to generation free of any prejudices .

INTEREST - State why you would like to volunteer to serve and what contributions you believe you can make: I believe that giving back to the organizations and community that has helped me grow over the years is a component to additional growth.

CONFLICT OF INTEREST - Chapters 362.5, 362.6, 403.16 and 403A.22 of the Code of Iowa describe potential conflicts of interest for City officials. A Disclosure of Interest Statement as well as the aforementioned Iowa Code has been attached to this application for your review. If you have any questions regarding this issue please contact the City Attorney's Office at 712-279-6318. Are you aware of any conflict of interest or potential conflict of interest that may prevent you from carrying out your responsibilities on this Board, Commission or Committee in the best interest of the City of Sioux City? If so, please describe:

PERSONAL REFERENCES - Please list 2 references, the City Council may contact your references:

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flora Lee</td>
<td>Corey Westra</td>
</tr>
<tr>
<td>1608 Casselman</td>
<td>4728 Birch Way</td>
</tr>
<tr>
<td>Sioux City, IA 51103</td>
<td>Sioux City, IA 51106</td>
</tr>
<tr>
<td>712- 253-2325</td>
<td>712-226-4722</td>
</tr>
</tbody>
</table>

I understand the role and responsibilities of membership on this City Council appointed Board, Commission or Committee and I am willing to serve. In applying for appointment I understand the City Council may make inquiries in the community pertinent to my appointment. I also understand that as a member of any Board, Commission or Committee I may be dismissed from the Board, Commission or Committee and or disqualified by the City Council as a candidate for the Board, Commission or Committee membership for making untrue or discriminatory statements about others, including members of protected classes.

If appointed, I am willing to attend the designated Board, Commission or Committee training. Yes ☒ No ☐

By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature. I understand that my digital signature carries the same legal bindings as my handwritten signature.

Richard J. Moore

Signature

Date 23 April 2020

Applications are kept on file and active for 18 months from the date you file. A separate application must be completed for each Board, Commission or Committee on which you would consider serving. File applications with the City Clerk’s Office, 1st floor, City Hall, 405 6th Street, Sioux City, Iowa, 51101; or mail to City Clerk’s Office, P.O. Box 447, Sioux City, Iowa, 51102-0447; or email CityBoardsandCommissions@sioux-city.org. Thank you!
City of Sioux City
HUMAN RIGHTS COMMISSION
(Quasi-Judicial)

MISSION STATEMENT
To ensure a fair and equitable community for all. In compliance with Iowa Law the Human Rights Commission mission is to eliminate discrimination in housing, employment, public accommodations, education and credit. To eliminate discrimination based on age, race, creed, color, sex, national origin, religion, mental or physical disability, familial status, marital status, sexual orientation and gender identity. Sponsor programs promoting goodwill among the various racial, religious and ethnic groups in Siouxland.

MEMBER ROLE
The role of Human Rights Commission is to: 1) effectively enforce local, state and federal laws; 2) serve as an information source about civil rights laws and regulations; and 3) actively assist in the prevention and elimination of the effects of discriminatory acts and/or discriminatory practices in the community. Our goal is to secure for everyone in our city freedom from discrimination due to their race, color, national origin, sex, age, mental or physical disability, religion, creed, sexual orientation, gender identity, marital status (credit only), or presence of children in their home. The role of commissioners is to 1) advocate for the prevention and elimination of discrimination against members of any protected classes; 2) review and determine the merits of allegations of discrimination; 3) hold public hearings on individual allegations of discrimination; and 4) educate the community about the existence and effects of discrimination.

Nominee's Questionnaire

1. Do you understand qualifications for appointment to the Human Rights Commission require compliance with the laws protecting the above named classes and that an unwillingness or inability to comply disqualifies your application? Yes ☐ No ☐

2. Describe how you see yourself complying the Human Rights Law. Compliance according to the laws of Sioux City, Iowa, and the United States

3. Do you understand qualifications call for a general knowledge of human and civil rights laws and regulations? Yes ☐ No ☐ Please explain your knowledge in these areas.


5. All agency records including closed sessions (in compliance with the law) relating to clients are confidential, will you observe and maintain this policy of confidentiality? Yes ☐ No ☐

6. Are there any further questions or comments that you wish to express at this time? n/a

By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature. I understand that my digital signature carries the same legal bindings as my handwritten signature.

/s/ Richard J. Moore 23 April 2020

Signature Date
CITY OF SIOUX CITY, IOWA
APPLICATION FOR APPOINTMENT TO A CITY COUNCIL
APPOINTED BOARD, COMMISSION OR COMMITTEE

Date 5/4/2020

BOARD, COMMISSION or COMMITTEE: LIBRARY BOARD OF TRUSTEES

GENDER BALANCE - Section 69.16A of the Iowa Code requires gender balance on those City Boards and
Commissions required or governed by state law unless the City has made a good faith effort for a period of
three months to appoint a qualified person. This affects and includes: Airport Board of Trustees; Civil Service
Commission; Human Rights Commission; Library Board of Trustees; and Planning and Zoning Commission.

GENERAL INFORMATION

Name Jane K. Veeren Phone Residence 712-251-2828
Home Address 5020 Country Club Blvd Sioux City IA 51104
Street
City/State Zip
E-Mail Address momver@cableone.net
Employer Heartland Pharmacy Phone Business 712-258-3661
Business Address 3011 Hamilton Blvd Sioux City IA 51104
Street
City/State Zip Code

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:

Are you a Sioux City resident? Yes□ No□ How many years have you been a resident? 30
Are you a registered voter? Yes□ No□
Have you reviewed the Ordinance or Resolution establishing the Board, Commission or Committee you are
applying for? Yes□ No□ (If no, please contact the City Clerk's Office at 712.279.6313 to obtain a copy.)

SERVING ON A BOARD - Are you currently serving on any other City Council appointed Board, Commission
or Committee? Yes□ No□ If yes list here: current Library Board of Trustees

It is the general policy of the City to allow a person to serve on only one City Council appointed Board, Com-
mision or Committee at any given time. If you answered yes, please explain why Council should make an
exception to the general policy and allow you to serve on multiple Boards, Commissions or Committees:

Have you previously served on any other City Council appointed Board, Commission or Committee?
Yes□ No□ If yes list here:

COMMUNITY INVOLVEMENT - Please describe your past and present community involvement including vol-
untary, social, city, church, school, business, and/or professional associations you have been involved in and
are applicable to this application. (Include dates of involvement and any offices or leadership positions held.)
STATE, COUNTY, or MUNICIPAL BOARDS or COMMISSIONS - List any you are presently serving on:

Currently serving Library Board

SPECIAL QUALIFICATIONS - Please list any special qualifications for serving on a City Council appointed Board, Commission or Committee including skills, training, licenses and certificates that are applicable:

INTEREST - State why you would like to volunteer to serve and what contributions you believe you can make:

Hope I have made a contribution thus far and wish to continue.

CONFLICT OF INTEREST - Chapters 362.5, 362.6, 403.16 and 403A.22 of the Code of Iowa describe potential conflicts of interest for City officials. A Disclosure of Interest Statement as well as the aforementioned Iowa Code has been attached to this application for your review. If you have any questions regarding this issue please contact the City Attorney’s Office at 712-279-6318. Are you aware of any conflict of interest or potential conflict of interest that may prevent you from carrying out your responsibilities on this Board, Commission or Committee in the best interest of the City of Sioux City? If so, please describe:

PERSONAL REFERENCES - Please list 2 references, the City Council may contact your references:

Name: Ann Brouillette - employer
Name: Suzanne Stuart
Address: 3011 Hamilton Blvd
Address: 29 W 45th St
Sioux City, IA 51104
Sioux City, IA 51104
Phone: 712-258-3161
Phone: 712-574-1553

I understand the role and responsibilities of membership on this City Council appointed Board, Commission or Committee and I am willing to serve. In applying for appointment I understand the City Council may make inquiries in the community pertinent to my appointment. I also understand that as a member of any Board, Commission or Committee I may be dismissed from the Board, Commission or Committee and or disqualified by the City Council as a candidate for the Board, Commission or Committee membership for making untrue or discriminatory statements about others, including members of protected classes.

If appointed, I am willing to attend the designated Board, Commission or Committee training. **Yes ☐ No ☐**

By typing my name in the box below I am offering my digital signature in lieu of my handwritten signature. I understand that my digital signature carries the same legal bindings as my handwritten signature.

/\Signature

Applications are kept on file and active for 18 months from the date you file. A separate application must be completed for each Board, Commission or Committee on which you would consider serving. File applications with the City Clerk’s Office, 1st floor, City Hall, 405 6th Street, Sioux City, Iowa, 51101; or mail to City Clerk’s Office, P.O. Box 447, Sioux City, Iowa, 51102-0447; or email CityBoardsandCommissions@sioux-city.org. Thank you!
Nominee's Questionnaire

1. What are your views on the importance of having a library in our community?
   The importance of the library cannot be underrated. Although the public library system is changing and adjusting to fit community needs, it still remains a central place for disseminating public information, reading, learning and offering important services to the community.

2. Do you believe that all Library services should be offered free of charge or should there be reasonable fees for services offered?
   In the interest of personal responsibility I believe that there should be reasonable fees for some services.

3. What role do you feel Trustees and the Library Director should play in fund raising to support Library operations?
   The Board of Trustees should oversee and approve fund-raising when necessary.
   The library director must play a more active roll in this and keep the Board informed (i.e. grants applied, etc.)

4. As an administrative board the Library Trustees have full operational and fiduciary responsibility managing the Library; briefly describe your experience in the areas of personnel management, financial operations, litigation, business operation, and risk management.
   Currently, as I serve on the Board I consider myself an "at large" community member with the interest of the Library at heart. My experience is in education, not business. I have made every effort to understand the non-profit and financial operations of each decision the Board makes.

5. Are you able to commit time to the monthly board meetings held every 3rd Wednesday at 3:30 p.m.? (Please provide detail)

Yes

[Signature]  [Date] 5/14/2020
A Closed Session of the City Council was held at 3:45 p.m. The following Council Members were present on call of the roll: Groetken, Moore, Schoenherr, Scott, and Watters (Watters participated by telephone). Absent: None.

Staff members present included: Robert K. Padmore, City Manager; Amber Hegarty, Assistant City Attorney; Steven Postolka, Assistant City Attorney; Lisa L. McCardle, City Clerk; and Heidi Farrens, Deputy City Clerk.

Motion by Scott, seconded by Moore, that Council enter closed session to discuss strategy in matters relating to employment conditions of employees of the City not covered by a collective bargaining agreement and employees covered by a collective bargaining agreement; all voting aye.

Motion by Scott, seconded by Moore, that Council return to open session at 3:59 p.m.; all voting aye.

ADJOURNMENT

There being no further business, the meeting was adjourned at 3:59 p.m., on motion by Scott, seconded by Moore; all voting aye.

ATTEST: _________________________________ _________________________________
               Heidi Farrens, Deputy City Clerk Robert E. Scott, Mayor

City Council minutes are available on the Internet at www.sioux-city.org.
The City Council Meeting was broadcast live on Sparklight Cable, Community Channel 56, and streamed live on YouTube from the City’s website, www.sioux-city.org/councilvideos. Public attendance was allowed but limited by social distancing guidelines, the public is encouraged to continue to participate by phone whenever possible by calling (712) 224-4996.

1. The Regular Meeting of the City Council was held at 4:00 p.m. The following Council Members were present on call of the roll: Groetken, Moore, Schoenherr, Scott, and Watters (Watters participated by telephone). Absent: None.

Staff members present included: Robert K. Padmore, City Manager; Amber Hegarty, Assistant City Attorney; Steven Postolka, Assistant City Attorney; Lisa L. McCordle, City Clerk; and Heidi Farrens, Deputy City Clerk.

2. The Council interviewed the following applicants for positions on Boards, Commissions, and Committees:
   A. Airport Board of Trustees: Linda Kalin
   B. Events Facilities and Tourism Advisory Board: Tim Bottaro (Interviewed by telephone)
   C. Human Rights Commission: Mary Day (Interviewed by telephone)
   D. Transit System Advisory Board: Mary Martin (Interviewed by telephone)

CONSENT AGENDA

Motion by Scott, seconded by Moore, to adopt the Consent Agenda; all voting aye. Items 3 through 13H approved unanimously unless specifically noted after the item.


Reading of the minutes of June 22, 2020, was waived and as part of the consent agenda the minutes were approved as presented.

4. EMS - Resolution authorizing the Emergency Medical Services Division of Sioux City Fire Rescue to accept the donation of an additional three (3) Pedi-mate Plus devices from the Healthcare Preparedness Coalition – Service Area 3B.

5. MUNICIPAL CODE - Resolution adopting the 2020 Second Quarter Supplement to the Sioux City Municipal Code covering ordinances through Ordinance No. 2020-0511.

6. PRITCHARD - Resolution approving settlement of a tort claim and authorizing payment thereof. (Pritchard)

7. SIOUX CITY HOTEL - Resolution assessing unpaid skywalk operation charges against 707 4th Street. (The Sioux City Hotel)

8. ACTIONS RELATING TO GRANTS
   A. FIREWORKS SAFETY - Resolution authorizing Sioux City Fire Rescue to submit a Local Fire Protection and Emergency Medical Services Grant Program application administered by the Iowa State Fire Marshal Division in the amount of $6,399 for the purchase of a Class ABC ATF Specialized Indoor Magazine Fireworks Storage Cabinet and Public Service Announcements on Fireworks Safety.
B. WILDLAND FIRE SAFETY - Resolution authorizing Sioux City Fire Rescue to submit a Working Here Fund Grant application administered by Farm Credit Services in the amount of $1,442.49 for the purchase of wildland fire safety equipment. **2020-0517**

C. TRANSIT BUSES - Resolution approving and accepting Transit Joint Participation Agreement No. 2019-008-01-FY19, Accounting Contract Number 22317, with the Iowa Department of Transportation for a Grant in the amount of $1,170,960 for the purchase of three (3) 35’ heavy duty buses. **2020-0518**

9. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

A. MARK ALBENESIUS - Resolution approving the contract and performance bond with Mark Albenesius, Inc. in the amount of $128,845 for the construction of the 2020 Emergency Pavement Repair Project Phase VI. (City Project 7136-519-127) **2020-0519**

B. BMI IMAGING - Resolution awarding and approving a Master Services Agreement with BMI Imaging Systems, Inc. in the amount of $44,230 for a microfiche/film digitation and archiving system for the Police and Human Resources Departments. **2020-0520**

C. TEA - Resolution approving a Resources Management Agreement; Task Order 1 – TEA Renewable Natural Gas Offtake Services; North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas; Special Provisions to the Base Contract for Sale and Purchase of Natural Gas; Biogas Supply Addendum; and Transaction Confirmation for Immediate Delivery with Exhibit A with The Energy Authority (TEA) of Jacksonville, Florida, to provide renewable natural gas offtake services. **2020-0521**

10. ACTIONS RELATING TO PROPERTY

A. FIBERCOMM - Resolution granting a permit to FiberComm to own, operate and maintain underground cable commencing at the southwest corner of Singing Hills Boulevard and Harbor Drive then proceeding north and ending in the western right of way of the northeast corner of the property at 3900 Harbor Drive. **2020-0522**

B. CLARET VIEW - Resolution accepting and approving the “Final Plat of Claret View, Third Filing, an Addition to Sioux City, Woodbury County Iowa.” (A three (3) lot, 29,795 sq. ft. residential minor subdivision located at 2467-2473 Glen Ellen Road) (Petitioner: Rick Wegher) (File No. 2020-0048) **2020-0523**

11. APPLICATIONS FOR CIGARETTE, TOBACCO, NICOTINE, VAPOR PERMITS

A. International Market, 601 ½ Pearl Street (Renewal)
B. Moe’s Mart No. 9, 2930 Gordon Drive (Renewal)
C. Save A Lot, 1730 Pierce Street (Renewal)
12. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES
   1. CLASS B LIQUOR LICENSE (Hotel/Motel; liquor/wine/beer/wine coolers/carry-out)
      a. Hard Rock Hotel and Casino Sioux City, 111 3rd Street (Temporary Outdoor
         Service July 10-12, 2020 and July 16-September 30, 2020)

Moore abstained on the Hard Rock Hotel and Casino Sioux City item due to a conflict of
interest.

2. CLASS B BEER PERMIT (beer/carry-out beer/wine coolers)
   a. La Victoria, 2600 Myrtle Street (New)

3. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
   a. Clyde’s Grill and Pub, 3828 Stadium Drive (Renewal)
   b. Eclipse Nightclub, 412 Jones Street (Renewal)
   c. M’s Uncorked/M’s On 4th, 1019-1021 4th Street (Renewal)
   d. Outback Steakhouse, 4500 Southern Hills Drive (Renewal)
   e. Pete’s 20th, 3118 Jay Avenue (Renewal)
   f. Texas Roadhouse, 5130 Sergeant Road (Renewal)

B. OFF-PREMISE SALES
   1. CLASS B WINE PERMIT (wine only)
      a. M’s Uncorked/M’s On 4th, 1019-1021 4th Street (Renewal)

2. CLASS C BEER PERMIT (beer/wine coolers)
   a. El Arcoiris, 2022 Court Street (Renewal)
   b. Fleet Farm Fuel, 5860 Sunnybrook Drive (Renewal)
   c. Fleet Farm, 5858 Sunnybrook Drive (Renewal)

3. CLASS E LIQUOR LICENSE (liquor only)
   a. Hard Rock Hotel and Casino Sioux City, 111 3rd Street (Renewal)

Moore abstained on the Hard Rock Hotel and Casino Sioux City item due to a conflict of
interest.

13. BOARD, COMMISSION, AND COMMITTEE MINUTES

A. Art Center Board of Trustees – June 18, 2020
B. Board of Adjustment – June 9, 2020
C. Events Facilities and Tourism Advisory Board – March 6, 2020
D. Library Board of Trustees – May 20 and June 17, 2020
E. Museum Board of Trustees – March 13, 2020
F. Parking and Skywalk System Board of Trustees – June 17, 2020
G. Planning and Zoning Commission – June 9, 2020
H. Transit System Advisory Board – June 17, 2020

- End of Consent Agenda -

RECOMMENDATIONS OF PLANNING AND ZONING

14. Hearing and Ordinance vacating the north/south alley lying between Lacy Boulevard and
    West 15th Street. (Petitioner: Royce and Lisa Atkinson) The Planning and Zoning Commis-
    sion recommends approval of this item. (File No. 2020-0045)  2020-0524
Motion by Scott, seconded by Moore, to close the hearing and pass first consideration of the ordinance; all voting aye.

On motion by Scott, seconded by Moore, all voting aye; the Statutory Rule requiring that an ordinance be considered at three separate meetings was suspended. On motion by Scott, seconded by Moore, the ordinance passed second and third considerations; all voting aye.

15. Hearing and Ordinance vacating all of the north/south alley adjacent to 615 Water Street. (Petitioner: Stuart Lee) The Planning and Zoning Commission recommends approval of this item. (File No. 2020-0044) 2020-0525

Motion by Scott, seconded by Moore, to close the hearing and pass first consideration of the ordinance; all voting aye.

On motion by Scott, seconded by Moore, all voting aye; the Statutory Rule requiring that an ordinance be considered at three separate meetings was suspended. On motion by Scott, seconded by Moore, the ordinance passed second and third considerations; all voting aye.

HEARINGS

16. Hearing and Resolution approving proposal to sell certain real property and authorizing a development agreement. (1023 Grandview Boulevard, 1019 Grandview Boulevard, 1017 Grandview Boulevard, 213 10th Street, and the adjacent vacated east half of the east/west alley) (Petitioners: The Diocese of Sioux City and Bishop Heelan Catholic Schools) (Purchase Price: $210,000 plus costs) 2020-0526

Jeff Hanson, Community Development Operations Manager, provided information on the item. John Flannery, 2501 W Solway St, President of the Bishop Heelan Catholic Schools, and Fr Shane Deman, 1821 Jackson St, representing the Diocese of Sioux City, spoke on the item.

Motion by Scott, seconded by Schoenherr, to open the hearing and adopt the proposed resolution. No citizen input was received and the hearing was closed; Groetken, Schoenherr, Scott, and Watters voting aye; Moore abstaining due to a conflict of interest.

17. Hearing and Resolution approving proposal to sell certain real property and authorizing a City Deed. (The vacated east six feet of South Rosella Street abutting 2903 Dodge Street) (Petitioner: Ronald R. Bridgett) (Purchase Price: $724 plus costs) 2020-0527

Motion by Scott, seconded by Moore, to open the hearing and adopt the proposed resolution. No citizen input was received and the hearing was closed; all voting aye.

DISCUSSION

18. Resolution approving Amendment No. 8 to the Consulting Services Agreement with Smith-Group, Inc. of Madison, Wisconsin, for design and engineering services for a preliminary Pedestrian Bridge Concept in connection with the Chris Larsen Park-Riverfront Development Project in a lump sum amount of $59,000. (Deferred from May 18, 2020) (Deferred from June 8, 2020) (Motion requested to defer this item to July 27, 2020) 2020-0528

Motion by Scott, seconded by Moore, to defer the item to July 27, 2020; all voting aye.
19. Resolution approving the First Renewable Five (5) Year Extension on the Promissory Note and Loan issued to Green Valley-Floyd Golf Corporation for the period commencing July 1, 2020 and ending June 30, 2025. \textit{(Deferred from June 22, 2020)} 2020-0528

Teresa Fitch, Finance Director, provided information on the item. Mike Fitzpatrick, 5908 Pineview Dr, representing Whispering Creek; and Kent Kolbe, President of the Green Valley Board, 2812 Summit St; spoke on the item.

\textbf{Motion by Schoenherr to defer the item to July 20, 2020; motion died for lack of a second.}

\textbf{Motion by Groetken, seconded by Moore, to adopt the proposed resolution; all voting aye.}

20. \textbf{CITIZEN CONCERNS}

Kenidi Valladolid, 2619 Peters Ave, spoke on a call she made to 911 and the lack of response she received from the Police Department.

Jackson Greer, 1520 Silver St; Gene Boykin, 608 Cornelia St; Jazmin Preston, 2215 Metropolitan St; Jodi House, 715 Judd St; and Michael Patrick O'Connor, Sioux City; spoke on an incident that occurred approximately 15 years ago and the Officer involved that was recently re-hired; the citizens also spoke on the need for body cameras for Police Officers. Padmore stated a proposal for the purchase of body cameras will be presented to the Council by the end of the summer.

William Burrows, 4409 47th St, spoke on the moving the Flight 232 Memorial while the work is being done to the Riverfront.

Mark Solheim, 2909 Garretson Ave, spoke on discharging fireworks in the City limits and asked the Council to prohibit fireworks within the City to protect people with PTSD and our pets.

21. \textbf{COUNCIL CONCERNS}

Groetken asked for information from the Police Department regarding the speed of traffic on Indian Hills Dr. Capt. Mark Kirkpatrick, Police Department, will look into the department response and provide information to the Council. Groetken shared his support for a ban of fireworks in City limits if legally permissible to do so.

Watters spoke on the numerous complaints received regarding fireworks. Capt. Mark Kirkpatrick shared that enforcement is difficult.

22. \textbf{ADJOURNMENT}

\textbf{There being no further business, the meeting was adjourned at 5:49 p.m., on motion by Scott, seconded by Moore; all voting aye.}

\textbf{ATTEST:} ______________________________________  ______________________________________
Heidi Farrens, Deputy City Clerk  Robert E. Scott, Mayor

\textit{City Council minutes are available on the Internet at www.sioux-city.org.}

u:\City Agenda\Minutes and Agendas\Council Minutes\2020\070620m
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: July 13, 2020 ACTION ITEM # 5A
FROM: Mike Collett, Assistant City Manager

SUBJECT: Resolution approving a Transportation Services Agreement between SkyWest Airlines, Inc. and the City of Sioux City, Iowa for nonstop jet service between Sioux City, Iowa and Denver, Colorado.

RECOMMENDATION:
Staff respectfully requests the City Council approve a resolution authorizing the Airport Director to execute a Transportation Services Agreement with SkyWest Airlines, Inc. to provide one daily scheduled United Express-branded round trip flight between Sioux Gateway Airport (SUX) and Denver International Airport (DEN) beginning October 1, 2020.

DISCUSSION:
Western bound air service and specifically Denver has been at the top of our priority list for new service in Sioux City. SkyWest has been interested in starting air service in Sioux City but many factors go into making a commitment to start new service. The term of this agreement is October 1, 2020 – February 28, 2022. During this period we will have the opportunity to show the local demand for long term viability. We are hopeful that at the end of this period the service will have shown to be successful and they will continue past the initial term date.

The City Council accepted and approved under Resolution No. 2018-0753 on September 17, 2018 a USDOT SCASDP Grant which was designed to help small communities address air service and airfare issues. The grant was intended to be used as part of an overall plan to recruit and support air service to Denver, Colorado and we have attended many air service development meetings to solidify new service.

FINANCIAL IMPACT:
The total cost potential is $1,200,000 and is listed under CIP No. 741-212. The USDOT grant share is $600,000. City contribution is $360,000, surrounding communities and other local support share is $240,000. We will also provide $70,000 of marketing value to promote the new service and agree to waive rent and landing fees for the term of the agreement.

RELATIONSHIP TO STRATEGIC PLAN:
Economic Opportunity
Expand Development Opportunities
ALTERNATIVES:
N/A

ATTACHMENTS:
Resolution
Hard Copy
RESOLUTION NO. 2020 - _____________
with attachments

RESOLUTION APPROVING A TRANSPORTATION SERVICES AGREEMENT BETWEEN SKYWEST AIRLINES, INC. AND THE CITY OF SIOUX CITY, IOWA FOR NONSTOP JET SERVICE BETWEEN SIOUX CITY, IOWA AND DENVER, COLORADO.

WHEREAS, SkyWest Airlines, Inc. desires to provide nonstop jet service between Sioux City, Iowa and Denver, Colorado; and

WHEREAS, SkyWest Airlines, Inc. has agreed to provide such service commencing October 1, 2020 and ending February 28, 2022 subject to the terms and conditions set forth in the attached Transportation Services Agreement, a copy of which is attached hereto and by this reference made a part hereof; and

WHEREAS, the City Council is advised and does believe that said Transportation Services Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Transportation Services Agreement between SkyWest Airlines, Inc. and the City of Sioux City, Iowa for nonstop jet service between the Sioux Gateway Airport and Denver, Colorado commencing October 1, 2020 and ending February 28, 2022, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Airport Director be and he is hereby authorized and directed to execute said Transportation Services Agreement for and on behalf of the City.

PASSED AND APPROVED: July 13, 2020

______________________________
Robert E. Scott, Mayor

ATTEST: ____________________________
Heidi Farrens, Deputy City Clerk
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: July 13, 2020
ACTION ITEM #: 5B

FROM: Darrel Bullock, Code Enforcement Manager

SUBJECT: Resolution awarding and approving a contract to Hebert Construction Co., Inc. in the amount of $31,000.00 for the Demolition of 909 Jackson Street.

Reviewed By: x Department Director x Finance Department x City Attorney x City Manager

RECOMMENDATION:
Staff respectfully requests the City Council approve a resolution awarding and approving a contract to Hebert Construction Co., Inc. in the amount of $31,000.00 for the demolition of 909 Jackson Street.

DISCUSSION:
This project consists of the demolition of the building at 909 Jackson Street.

On May 26, 2020, the Inspection Services Division received bids for the demolition of the building located at 909 Jackson Street. Staff estimated the demolition at $35,000.00 based on the original findings. The lowest responsive bidder was Hebert Construction Co., Inc. in the amount of $31,000.00.

The bids are as follows based upon submitted unit prices:

<table>
<thead>
<tr>
<th>Company</th>
<th>City</th>
<th>Amount</th>
<th>% of Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>S Jans</td>
<td>Dakota City, NE</td>
<td>No bid</td>
<td>N/A</td>
</tr>
<tr>
<td>Hebert Construction Co., Inc.</td>
<td>Sioux City, IA</td>
<td>$31,000</td>
<td>89%</td>
</tr>
<tr>
<td>Triple D Contracting</td>
<td>Sioux City, IA</td>
<td>No Bid</td>
<td>N/A</td>
</tr>
<tr>
<td>Staff’s Estimate</td>
<td></td>
<td>$35,000</td>
<td></td>
</tr>
</tbody>
</table>

FINANCIAL IMPACT:
This project is funded with CIP 663-211 Blight Removal

RELATIONSHIP TO STRATEGIC PLAN:
We will be known as a safe and healthy city.

ALTERNATIVES:
The City has the option of changing the scope of the project and rebidding.
ATTACHMENTS:
Resolution
Contract.
RESOLUTION NO. 2020 - ____________
with attachments

RESOLUTION AWARDING AND APPROVING A CONTRACT TO HEBERT CONSTRUCTION CO., INC. IN THE AMOUNT OF $31,000.00 FOR THE DEMOLITION OF 909 JACKSON STREET.

WHEREAS, bids and proposals were received by the City of Sioux City, Iowa, on May 26, 2020 for the demolition of 909 Jackson Street in Sioux City, Iowa (the Project) together with necessary accessories and appurtenances, all in accordance with the plans and specifications heretofore prepared by the Inspection Services Division of the City of Sioux City; and

WHEREAS, all of said bids and proposals were carefully considered and it is necessary and advisable that the lowest and/or best bid be accepted and that a contract be awarded for the construction of the Project in Sioux City, Iowa; and

WHEREAS, the low bidder has submitted a contract and performance bond and related documents, copies of which are attached hereto and by this reference made a part hereof; and

WHEREAS, the City Attorney has examined the contract and performance bond for proper execution and all supporting documents to determine if the same comply with the contract specifications; and

WHEREAS, the City Attorney found said documents to be in order and she has approved the same in writing; and

WHEREAS, the City Manager and City Clerk should be authorized and directed to execute a contract for and on behalf of the City of Sioux City, Iowa.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: The construction of the Project in Sioux City, Iowa, together with necessary accessories and appurtenances, referred to in the preamble hereof, be and the same is hereby ordered.

Section 2: It is hereby found, determined and declared that the bid of Hebert Construction Co., Inc. of Sioux City, Iowa, in the amount of $31,000.00 for construction of the Project in Sioux City, Iowa, as provided in the plans and specifications referred to in the preamble hereof is the lowest and/or best bid received and the same is hereby accepted and the contract awarded to said bidder.

Section 3: It is hereby found, determined and declared that the bid accepted in the preceding section of this resolution is fully responsive to the proposal, plans and specifications for the construction of the Project in Sioux City, Iowa, together with necessary accessories and appurtenances.

Section 4: The contract and bond submitted by the contractor is hereby approved by the City Council for approval and signature by the City.

Section 5: The City Manager and City Clerk are hereby authorized and directed to execute said contract for and on behalf of the City of Sioux City, Iowa. Upon execution of the contract by the City Manager as authorized herein, the contract shall be in full force and effect and not before.
Section 6: Progress payments may be made to the contractor under the terms and provisions of the contract by the Director of Finance in amounts certified by the Code Enforcement Manager of the Inspection Services Division as the value of work satisfactorily performed for the period.

Section 7: The checks or bid bonds of all unsuccessful bidders, be, and the same are hereby ordered returned to such bidders.

PASSED AND APPROVED: July 13, 2020

Robert E. Scott, Mayor

ATTEST: Heidi Farrens, Deputy City Clerk
Demolition Contract
for
Demolition of 909 Jackson Street
Sioux City, Iowa

July 13, 2020

Inspection Services Division
City of Sioux City
Bidders List

Hebert Construction
918 Division Street
Sioux City, Iowa 51105

Triple D Contracting
1822 3rd Street
Sioux City, Iowa 51101

S Jans Contracting LLC
766 Dakota Flats Drive
Dakota City, Nebraska 68731
FORM OF CONTRACT (DEMOLITIONS)

THIS CONTRACT, made on _____________, 2020, by and between Hebert Construction Co., Inc. (hereinafter called the "Contractor") and the City of Sioux City, Woodbury County, Iowa, (hereinafter called the "City").

WITNESSETH, that the Contractor and the City, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and complete in a workmanlike manner all the work required in connection with the demolition of 909 Jackson Street in Sioux City, Iowa, all in strict accordance with the plans and specifications, including any and all addenda all as prepared by the City of Sioux City, Iowa, which plans and specifications are made a part of this Contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the Contract price computed as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolition per Specs</td>
<td>1</td>
<td></td>
<td>$31,000</td>
<td>$31,000</td>
</tr>
</tbody>
</table>

TOTAL CONTRACT PRICE $31,000

ARTICLE III. PAYMENTS - Payments will be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE IV. TIME OF COMPLETION - Time to complete the work under this Contract shall commence on the date specified in the written notice to proceed from the City to the Contractor who shall diligently prosecute and complete all work under this Contract within thirty (30) days of Iowa Department of Natural Resources (IDNR) notification.

ARTICLE V. LIQUIDATED DAMAGES - For each and every calendar day that elapses between the Contract Completion Date and the date on which the work covered by such Contract is actually completed and accepted, including the removal of all equipment, supplies, debris and obstructions from the site of such work, the Contractor shall pay to the City as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Dollars ($250.00).

ARTICLE VI. COMPONENT PARTS OF THIS CONTRACT - This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. This Instrument
2. Special Provisions – if applicable
3. Addenda (N/A)
4. Instruction to Bidders
5. Notice of Taking Bids
6. General Conditions
7. Contractor's Performance - Payment Bond
8. Contractor's Proposal
9. Insurance Certificate
10. Bidder Status Form

In the event that any provision in any of the foregoing component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in _______ original counterparts the day and year first above written.

This Contract, however, shall not be of any validity, force or effect until it has been approved by the City Attorney and signed by the City Manager.

CONTRACTOR
BY: 
TITLE: 
(SEAL)

ATTEST:

________________________
TITLE: _____________________

CITY OF SIOUX CITY, IOWA

BY: _________________________
CITY MANAGER
This Contract, the performance and payment bond and supporting insurance documents are approved as to form and content.

City Attorney

Date:

I hereby certify that the above Contract was authorized by the City Council of the City of Sioux City, Iowa, pursuant to Resolution No. 2020-___________ on _______________________, 2020.

City Clerk of Sioux City, Iowa
May 11, 2020

Request for Bids for Building Demolition Services

To the Contractor:

The City of Sioux City has determined it's appropriate to demolish specific buildings or other structures that are unsafe for use or occupancy. Inspection Services Division, of the City of Sioux City, is responsible to obtain bids and administer contracts for demolition work to qualified bidders who submit the lowest bids for the work. In accord with provisions of local and state codes and laws governing the process, we are requesting bids for the work from qualified contractors.

A qualified contractor is defined as one that:

(1.) Shall procure and maintain during the term of this Agreement and subject to availability and at a comparable price for two years thereafter professional liability [errors and omissions] insurance in the amount of $1,000,000.00.

The Consultant shall secure and maintain such insurance policies as will protect Consultant from claims for bodily injuries, death or property damage which may arise from the performance of any work under this Agreement. The following insurance policies are required. Policies must be issued by companies rated "A" or better by "Best's Policyholders Ratings Guide." The following insurance policies are required:

(A.) Workers Compensation -- A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:
   a. Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
   b. Employer's Liability Insurance with the following limits:
      i. Bodily injury by accident ................................................................. $500,000 each accident
      ii. Bodily injury by disease ................................................................. $500,000 each accident
      iii. Bodily injury by disease ............................................................... $500,000 policy limit

(B.) Comprehensive General Liability
   a. Each Occurrence ........................................................................... $1,000,000
   b. Aggregate ....................................................................................... $2,000,000
   c. Personal and Advertising Injury Limit ............................................ $1,000,000
   d. Products Completed Operations Aggregate Limit ............................... $2,000,000
   e. Fire Damage Limit (any one fire) ..................................................... $50,000
   f. Medical Damage Limit (any one person) .......................................... $5,000

(C.) Automobile Public Liability and Property Damage -- Combined Single Limit ........ $1,000,000

Certificates of Insurance acceptable to the City indicating insurance required by this Article in force shall be filed with the City prior to commencing any work hereunder. These certificates shall contain a provision that coverage under these policies shall not be canceled until at least thirty days' prior written notice has been given to the City. With
regards to the General & Auto Liability policy, the City shall be named an additional insured on the Certificate of Insurance.

(2.) Currently possesses the necessary equipment and skills to successfully perform the work within the time limit specified in the contract, and is able and willing to provide documentation, including an equipment inventory, and a list of previous demolition projects successfully completed, if requested by the City, as evidence of capability.

**Interested bidders are advised to submit copies of the documents listed in 1, above, with the completed bid forms. Bid forms which are not accompanied by these documents cannot be considered.**

Interested bidders are advised to submit bids on the printed form entitled “Bid Form”, which is enclosed with this document. Bids which are not submitted on the “Bid Form” cannot be considered. A separate contract for each item, or one contract for all items listed on the “Bid Form” will be awarded to the lowest bidder(s) that meet(s) all stated qualifications and furnished all required documentation to Inspection Services Division.

The successful bidding contractor is required to execute a contract for the demolition work in the office of Inspection Services Division, within five (5) days after receiving notification by phone, or in person, from Inspection Services. Failure to do so will result in disqualification, and the City will proceed to contact the next lowest bidder.

All completed work will be inspected by Inspection Services Division and other relevant City Staff for conformance with City Code requirements and Contract Documents. Payment for the work cannot be issued until after the work is inspected and approved by Inspection Services.

**Sealed bids will be received in the office of Inspection Services Division, 3rd Floor, City Hall, 405 6th Street, Sioux City, Iowa, until the following deadline:**

- **Time:** 10:00 a.m.
- **Date:** May 26, 2020

**Bids will be opened immediately following the deadline, by the Manager of Inspection Services or his designee. The successful bidder must begin work within 7 days notice to begin.**

This letter and the enclosed documents constitute a complete packet of bid documents. If you have any questions or concerns, after reading through the packet, please contact Darrel Bullock, at 224-5154.

**Part A: Specifications**

The Contract Documents consist of the following, each of which is an integral part of the Contract:

<table>
<thead>
<tr>
<th>Page</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Letter request for bids for demolition of structures</td>
</tr>
<tr>
<td>2 &amp; 3</td>
<td>Part A. - Specifications</td>
</tr>
<tr>
<td>4 &amp; 5</td>
<td>Part B. - Bid Form</td>
</tr>
<tr>
<td>6</td>
<td>Part C. - Contract</td>
</tr>
<tr>
<td></td>
<td>Exhibit “A”</td>
</tr>
</tbody>
</table>

**Section 1. General Provisions**

(1.) **Indemnity and Hold Harmless**

The Contractor agrees to indemnify and save harmless the City, its officers, employees and agents from and against all loss and expense (including costs and attorney's fees) by reason of liability imposed by law upon the City, its officers, employees, or agents, for damages because of bodily injury, including death at any time resulting there-from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of work set forth in this Contract, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Contractor, his sub-contractor, the City, its officers, employees, or agents, except such injury or damage as shall have been occasioned by the sole negligence of the City, its officers, employees, or agents and except such injury or damage as shall have been occasioned by the City's improper exercise of its authority to condemn dangerous or dilapidated structure.

(2.) **Contract Award**
The City of Sioux City will award a separate contract for each address listed on the bid form. Contracts will be awarded to the qualified contractor(s) based upon the lowest bid(s) submitted for each address.

(3.) Payment
All payments by the City of Sioux City to the Contractor will be paid in cash within thirty (30) calendar days after all work required by the contract has been completed by the Contractor and inspected and approved by an Inspector of Inspection Services Division.

Section 2. Specifications for the Work

General: These specifications and Exhibit A apply to the demolition, removal and disposal of buildings and structures, under contract with Inspection Services Division of the City of Sioux City.

(1.) Building Demolition Permit Required
Inspection Services Division will issue the demolition permit for each building demolished under this contract. Contractor is not required to make application for the permit or to pay a fee for the permit.

(2.) 10-day Notification Period required
Inspection Services Division will provide a 10-day notification period to the following listed parties. The 10-day Notification Period provides all parties with an opportunity to review the proposed demolitions and assure that all relevant public health and safety regulations have been observed, and that all potentially hazardous utilities have been properly disconnected.

Inspection Services Division will notify the following parties:

(A.) MidAmerican Energy will be notified that the structure is to be demolished so that the service company can remove its gas meters and its electrical meters prior to the start of work
(B.) U. S. West Communications will be notified if service is provided so that it may remove such service.
(C.) The City Building Inspector will be notified so he can make required inspections before, during and after demolition
(D.) The City Water Billing Division will be notified so that water meters can be removed and service disconnected before demolition work is started
(E.) The City Environmental Services Department will be notified so that they will be aware of upcoming water and sewer service disconnects that will be required
(F.) Qwest
(G.) Iowa Department of Natural Resources
(H.) City Historic Preservation Commission

(3.) Other permits required
Contractor is financially required to obtain any and all other permits, certifications, or clearances that may be required by State of Iowa or United States Federal government agencies before starting any demolition work. State and Federal agency notification periods and regulations supersede City regulations. In other words, compliance with City regulations does not relieve the contractor of his/her responsibility to also comply with all relevant State and Federal regulations.

(4.) Water and Sewer Lines
Inspection Services Division will, under a separate contract, cause water and sanitary sewer service lines to be disconnected by a licensed utility contractor, and approved by a City Utilities Inspector, before demolition work begins. This work should not be included in your bid.

(5.) Asbestos
The City will handle all asbestos abatement activities under a separate contract, if required, in accordance with EPA, OSHA, and any other applicable Federal, State and local government regulations. Contractor must not start
demolition work until the City provides notification that all asbestos abatement work is complete. **Contractor must provide 10-day Notice to Iowa DNR prior to commencing work, as required.**

(6.) **Foundation**
The Contractor must demolish the structure and completely remove all foundation walls and footings. All debris must be removed from within the excavated hole, and an inspection must be made and approval given by a building inspector prior to depositing any fill material in the hole.

(7.) **Clean Premises**
After structure has been demolished and removed, the basement and all depressions, cisterns, wells, cesspools, and similar voids must be filled with approved clean fill dirt material, compacted to 85% and graded to direct surface water away from the fill material, and toward the public street or alley (as approved by the building inspector). The final fill material must be generally level with surrounding grade and left in a clean and mowable condition, that is, free of rubble and debris.

(8.) **Disposal of Debris**
All materials and fixtures in the structure and all rubbish and debris existing upon the premises must be disposed of at an approved Landfill. The Contractor will pay landfill costs directly to the landfill operator. These costs should be included in your bid.

(9.) **Seed**
The contractor must seed the property with the following combination: 33 1/3% Kentucky blue; 33 1/3% perennial rye; and 33 1/3% creeping red fescue in the manner approved by Inspection Services Division.

(A.) **Silt Fence**
Silt fence to be installed as needed to control erosion and soil run off.

(10.) **Payment and Performance Bonds**
Iowa law requires that a contractor on a public project furnish a payment and performance bond. Contracts for the construction of a public improvement shall, when the estimated contract price exceeds $25,000, be accompanied by a bond, with surety, conditioned for the faithful performance of the contract, and for fulfillment of other requirements as provided by law i.e., payment of subcontractors and suppliers. (Iowa Code Section 573.2)
Part B: Bid Form

Submit to:
City of Sioux City
Inspection Services
City Hall, 405 6th Street
P.O. Box 447
Sioux City, IA 51102
Attn: Darrel Bullock

1. I, the undersigned, having read the
   • Request for Bids
   • Specifications
   • and the Contract,
   And, being familiar with the local conditions affecting the cost of the work, hereby
proposes to furnish all labor, materials and equipment required to demolish the structure(s) at
the address for the unit price herein set forth:

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>UNIT PRICE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>2801 1st</td>
<td>$ 6,100.00</td>
</tr>
<tr>
<td>2114 Geneva</td>
<td>$ 3,900.00</td>
</tr>
<tr>
<td>2315 W 4th</td>
<td>$ 24,999.00</td>
</tr>
<tr>
<td>606 W 5th</td>
<td>$ 6,228.00</td>
</tr>
<tr>
<td>3636 Green</td>
<td>$ 6,650.00</td>
</tr>
<tr>
<td>1001 Helen</td>
<td>$ 6,840.00</td>
</tr>
<tr>
<td>909 Jackson</td>
<td>$ 31,000.00</td>
</tr>
<tr>
<td>109 Main</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>1926 W 3rd</td>
<td>$ 24,999.00</td>
</tr>
<tr>
<td>3101 Edmunds</td>
<td>$ 9,700.00</td>
</tr>
<tr>
<td>2761-65 Court</td>
<td>$ 24,990.00</td>
</tr>
</tbody>
</table>
2. I understand that this bid must remain in effect for a period of five (5) days subsequent to the date of opening of bids.
3. I understand that all work required by the contract and specifications must be completed within the time frame stated in the Contract.
4. I understand that if all work is not completed within the time frame, that I may be subject to a deduction of $200 per day from my bid quote for each day that the work exceeds the time limit.
5. I understand that I must sign a contract within five (5) days after I've been notified of my successful bid.

Bidder information and signature:

<table>
<thead>
<tr>
<th>Name of Company:</th>
<th>HEBERT CONSTRUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person submitting bid:</td>
<td>GEORGE HEBERT</td>
</tr>
<tr>
<td>Signature of person submitting bid:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Mailing address of company:</td>
<td>918 DIVISION ST SIOUX CITY IA 51105</td>
</tr>
<tr>
<td>Contact phone number:</td>
<td>712-274-2160</td>
</tr>
<tr>
<td>Contact cell number:</td>
<td></td>
</tr>
</tbody>
</table>
KNOW ALL PERSONS BY THESE PRESENTS, That we Hebert Construction Co., Inc. dba Hebert Construction of 918 Division St., Sioux City, IA 51105, hereinafter referred to as the Principal, and Western Surety Company of 405 6th St., Sioux City, IA 51102, hereinafter referred to as the Surety, are held and firmly bound unto the City of Sioux City, hereinafter referred to as the Obligee, in the sum of Ten (10%) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Demolition of House.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of May, 2020.

Hebert Construction Co., Inc. dba Hebert Construction

By

Western Surety Company

By GINA M REESE

Attorney-in-Fact

Form F5876
Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint GINA M. REESE its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Hebert Construction Co., Inc. dba Hebert Construction

Obligee: City of Sioux City

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72266743 is not issued on or before midnight of August 26, 2020 all authority conferred in this Power of Attorney shall expire and terminate.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of May, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 26th day of May, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this ______ day of ______, ______.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnensurety.com > Owner/Obligee Services > Validate Bond

Form FS306-10-2017
Part C: Contract for Demolition Of Structures

This agreement is entered into this ________ day of ____________, 2020.

By and between the City of Sioux City and the contractor ____________________________

ARTICLE 1. SCOPE OF WORK:

The Contractor will furnish all equipment and materials and labor and perform all the work in accord with the specifications section that accompanies this contract.

ARTICLE 2. COMMENCEMENT AND COMPLETION OF WORK:

The Contractor will begin work under this Contract within 7 days of notification.

ARTICLE 3. THE UNIT CONTRACT PRICE:

The City will pay the following unit price for the performance of this Contract, at the address and in the amount shown:

________________________________________________________________
Address of structure(s) to be demolished

$ ___________________________________________________________________
Total amount to be paid to contractor

ARTICLE 4. CONTRACT DOCUMENTS:

The Contract Documents consist of the following component parts:

1. Request for Bid
2. Specifications for Work
3. Bid Form
4. Contract

Each document listed above is a component part of the Contract. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first stated will govern.

It is agreed by both parties that time is of the essence and failure on the part of the Contractor to complete all work as specified within the time limit will constitute a breach of this contract and the City may, at its option, take necessary steps to accomplish completion, from the Contractor and his bondsman. The City may also, in case the Contractor defaults in the completion of this contract, hold the Contractor and his bondsman liable for liquidated damages of $200.00 for each day contract remains uncompleted after the date set for the completion of this contract, and Contractor and his bondsman agree to pay said liquidated damages in case of default.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed:

By: ____________________________
    CONTRACTOR

By: ____________________________
    CITY OF SIOUX CITY, IOWA
       A Municipal Corporation
       City Manager or Manager of Inspection Services
"Exhibit A"

Additional items

<table>
<thead>
<tr>
<th>Address</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>2808 1st St.</td>
<td>Remove cloths line poles. All concrete flat work except public sidewalk, must be removed.</td>
</tr>
<tr>
<td>2114 Geneva St.</td>
<td>Remove brush, debris, trash, and damaged fence.</td>
</tr>
<tr>
<td>2315 W 4th St.</td>
<td>Remove brush, debris, tires, clothesline poles, front stairs, sidewalks (except public sidewalk) and garage. Fill void from garage and fill open portion of retaining wall with like materials.</td>
</tr>
<tr>
<td>606 W 5th St.</td>
<td>Remove all concrete flat work (except public sidewalk), trash and debris.</td>
</tr>
<tr>
<td>3636 Green Ave.</td>
<td>Remove all concrete flat work (except public sidewalk), trash and debris. Driveway approach to be removed and curb to match existing installed.</td>
</tr>
<tr>
<td>1001 Helen St.</td>
<td>Remove all concrete flat work (except public sidewalk), trash, debris, and additionally remove all accessory structures and unnecessary fences.</td>
</tr>
<tr>
<td>909 Jackson St.</td>
<td>Bushes at front entry to be removed.</td>
</tr>
<tr>
<td>109 Main St.</td>
<td>All volunteer brush and trees are to be removed. Remove all concrete flat work (except public sidewalk), trash and debris.</td>
</tr>
<tr>
<td>1926 W 3rd St.</td>
<td>Remove all concrete flat work (except public sidewalk), trash and debris. All driveway approaches are to be removed and curbs replaced to match existing curbs. Removed all volunteer trees. Be cautious as it has been reported that there is an additional gas line cut in illegally to Turner St. Contact USPS on Gang box if needed to be moved for demolition.</td>
</tr>
<tr>
<td>3101 Edmunds Ave.</td>
<td>Remove all concrete flat work (except public sidewalk), trash, debris, clothesline poles, tree debris, garage, shed and unnecessary fencing.</td>
</tr>
<tr>
<td>2761-65 Court St.</td>
<td>Remove all concrete flat work (except public sidewalk), stairs, trash and debris. Fill in gap in retaining wall with like materials. Remove garage and slab.</td>
</tr>
<tr>
<td>829 18th St.</td>
<td>Remove all concrete flat work (except public sidewalk), garage, volunteer/dead trees trash and debris.</td>
</tr>
<tr>
<td>2527 W 6th St.</td>
<td>Remove all concrete flat work (except public sidewalk), fence, volunteer trees, trash and debris.</td>
</tr>
</tbody>
</table>
GENERAL CONDITIONS (DEMOLITIONS)

DIVISION 1 - DEFINITIONS

The following terms as used in the contract documents shall have the following meanings:

1.1 Change Order - A change order is a written order to the Contractor signed by the City and/or the Representative, ordering a change which has been found necessary or desirable to the work from that originally shown by the plans and specifications. Change order duly executed by the Contractor constitute authorized modifications of the contract.

1.2 City - The City of Sioux City, Iowa.

1.3 City Council - The duly elected members of the City Council of the City of Sioux City, Iowa.

1.4 The Contract - The documents that make up the contract are set forth in the instrument identified as the "Form of Contract" of which these general conditions are a part.

1.5 Contract Completion Date - The contract completion date is the date on which the Contractor must complete the work.

1.6 Contract Price/Contract Sum - The contract price is the unit price(s) stated in the form of contract. The contract sum is the total amount payable by the City to the Contractor for the performance of the work under the contract documents after applying actual measurements of work product to unit prices and adding or deducting all approved change orders.

1.7 Contractor - The person, firm or corporation to whom the within contract is awarded by the City.

1.8 Contract Time - The total number of calendar days left prior to the contract completion date.

1.9 Days - The term days as used in the contract shall mean calendar days.

1.10 Representative - The Representative means the duly appointed person designated in the Special Conditions, who shall be the City's representative during the period of time work is performed under this contract. The Representative shall have only those powers and duties contained in the contract. Whenever the term Representative is used, it shall be construed to include the Representative's duly authorized representative.

1.11 Extra Work - Extra work shall mean work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract within its intended scope and authorized by the Representative or is desired by the City in addition to that work called for in the drawings and specifications. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface or subsurface conditions.

1.12 Notice - Where in any of the contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City),
when written notice shall be delivered to the Representative, or on the third delivery day after the notice shall have been placed in the United States mails addressed to the said Representative at his office; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract or on the third delivery day after mailing such written notice in the United States mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the surety on the performance bond on the third day after the written notice shall have been placed in the United States mails addressed to the surety at the home office of such surety.

1.13 Reserved.

1.14 Reserved.

1.15 Subcontractor - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.

1.16 Work - The furnishing of all labor, material, equipment, and other incidentals necessary or convenient to the successful completion imposed by the contract.

DIVISION 2 - CONTRACT DOCUMENTS

2.1 The Contract - The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided by Paragraphs 11.1 and 11.3, the contract may be amended or modified only by a written change order signed by the Representative and/or the City and the Contractor. Nothing contained in the contract documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

2.2 Correlation and Intent - The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. The contract documents are complementary, and what is required by anyone shall be as binding as if required by all. Work not covered in the contract documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

2.3 Successors and Assignment - The City and the Contractor each binds itself, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth:
"It is agreed that the funds to be paid to the assignee under this assignment are subject to the prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

2.4 **Or Equal" Clause** - Whenever in any of the contract documents any article, appliance, device or material is designated by the name of the manufacturer or vendor or by any proprietary name and such name is not followed by the words "or equal," it shall be deemed that such words "or equal" do follow such designation, unless the context clearly requires a contrary construction. Any article or material equaling the standards fixed may be used in place of that specifically mentioned by the specifications, providing that the material proposed is first submitted to and approved by the Representative or his authorized representative. Any substitution must be submitted to the Representative far enough in advance of its planned incorporation into the work for the Representative to properly evaluate its equality. In the event of a dispute over the quality of an offered substitute or its timeliness, the decision of the Representative shall be final and binding. The City shall be bound to accept any substitute approved in writing by the Representative prior to receipt of bids.

2.5 **Governing Law** - This contract shall be governed by any applicable federal laws and by the laws of the State of Iowa and the ordinances of the City.

2.6 **Rights and Remedies** - The duties and obligations imposed by the contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**DIVISION 3 - THE CITY**

3.1 **Information** - Information or services under the City's control shall be furnished by the City upon request of the Contractor with reasonable promptness to avoid delay in the orderly progress of the work. The City shall not be responsible for the accuracy of information given to the Contractor unless specifically warranted by the Representative to be accurate.

3.2 **Copies Provided** - Unless otherwise provided in the contract documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications, reasonably necessary for the execution of the work.

3.3 **Coordination of Contract Documents** -

(a) In case of any discrepancy between the drawings and the figures written thereon, the figures, unless obviously incorrect, are to govern. In case of any discrepancy between the standard specifications and the special provisions and project plans, the special provisions and project plans are to govern.

(b) The Contractor shall not take advantage of any apparent error or omission in the plans or specifications or of any discrepancy between the plans or specifications. The Representative shall be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications.
3.4 **Site description** - The City will furnish the Contractor with all information regarding the description of the site where the demolition will occur. The Contractor shall satisfy itself as to the accuracy of all measurements before commencing demolition of the property.

3.5 **Instructions** - The City shall forward all instructions to the Contractor through the Representative.

3.6 **City's Right to Stop the Work** - If the Contractor fails to correct defective work as required by Paragraph 12.2 or persistently fails to carry out the work in accordance with the contract documents, the Representative or the City by a written order signed by an agent specifically so empowered by the City in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or entity.

3.7 **City's Right to Carry Out the Work** - If the Contractor defaults or neglects to carry out the work in accordance with the contract documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any additional services made necessary by such default, neglect or failure. Failure by the Contractor to execute such a change order shall not invalidate the order and the Representative shall note such refusal thereon. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

3.8 **Suspension of Work** —

(a) The City or the Representative may at any time suspend the work or any part thereof by giving a reasonable notice (oral or written) to the Contractor in writing. In an emergency situation, the length of the notice may be reduced accordingly.

(b) In the event the Contractor is ordered to suspend work for some unforeseen cause not provided for in the contract documents and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the job during the period of shutdown. The Contractor must use every reasonable effort to utilize employees and machinery on other parts of the job. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the date of the order for work to cease until the date of the order for work to resume. Claims for such compensation shall be processed under Division 14 herein. No provision of this paragraph shall be construed as entitling the Contractor to compensation for delays caused by orders suspending the work due to inclement weather, failure of surety, Contractor's failure to perform in accordance with the contract or order of the Representative, for suspension made at the request of the Contractor or for any other delay provided for in the contract.

(c) If it should become necessary to stop work for any period, the Contractor shall store all materials and machinery in such manner that they will not become an obstruction, nor become damaged in any way, and shall take every precaution to prevent damage to
deterioration of the work performed; provided suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary.

(d) The Contractor shall not suspend the work without written authority from the Representative and shall proceed with the work promptly when notified by the Representative to resume operations.

(e) This paragraph does not require the Representative to suspend the work for any reasons.

3.9 Use and Possession Prior to Completion -

(a) The City shall have the right to take possession of and use any completed or partially completed part of the work delivered to the City. Such possession or use shall not be deemed an acceptance of any work under the contract. While the City has such possession or use, the Contractor, notwithstanding the provisions of the clause of this contract regarding protection of the site shall be relieved of the responsibility for the loss or damage to the site resulting from the City's possession or use. However, the Contractor will be responsible for any damages which may be caused by defective work or failure to comply with the contract documents. If such prior possession or use by the City delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract sum or the time of completion will be made and the contract shall be modified in writing accordingly and the provisions of Division 7 shall not be applicable.

(b) Possession and use by the City shall not be construed to constitute an extension of the Contractor's time to complete the work.

DIVISION 4 - THE REPRESENTATIVE

4.1 City's Representative - The Representative will provide administration of the contract on behalf of the City as herein provided. The Representative will be the City's representative until final payment is due. The City's instructions to the Contractor shall be forwarded through the Representative. The Representative will have authority to act on behalf of the City only to the extent provided in the contract documents, unless otherwise modified by written instrument in accordance with Paragraph 2.1.

4.2 Representative Not to Control Construction - The Representative will not be responsible for and will not have control or charge of the means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work (except as specifically set out in the contract documents), and will not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. The Representative will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work.

4.3 Payments Certified - Based on the Representative's observations and an evaluation of the Contractor's progress in the work, the Representative will determine the amounts owing to the Contractor and will issue certificates for payments in such amounts, as provided herein.
4.4 Interpreter of Contract Documents –

(a) The Representative will be the interpreter of the requirements of the contract documents and the judge of the performance thereunder for the City. The Representative will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon.

(b) Claims, disputes and other matters in question between the Contractor and Representative relating to the execution or progress of the work or the interpretation of the contract documents shall be determined by the Representative, which he will render in writing within twenty days unless a longer time is agreed. The Representative's decision with regard to execution or progress of the work or interpretation of the contract documents will be final.

4.5 Authority to Reject Work - The Representative will have authority to reject work which does not conform to the contract documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the contract documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed.

4.6 Reserved.

4.7 Change Orders - The Representative will prepare change orders in accordance with Division 11 and will have authority to order minor changes in the work as provided in Paragraph 11.3.

4.8 Reserved.

4.9 Reserved.

4.10 Reserved.

4.11 Final Certificate of Payment - The Representative will conduct inspections to determine final completion and will issue an application for final payment upon compliance with the requirements of Division 8.

4.12 Authority Limited - The duties, responsibilities and limitations of authority of the Representative as the City's representative during construction as set forth in the contract documents will not be modified or extended without written consent of the City. In case of the termination of the employment of the Representative, the City shall appoint a substitute Representative who shall have the same powers and responsibilities as the Representative defined in the contract.

4.13 Inspection and Authority and Duties of Inspectors –

(a) Inspection of the construction work shall be under the control of the City.

(b) Inspectors, if utilized by the City, are representatives of the Representative and shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all and any part of the work and to the preparation, fabrication or manufacture
of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract. The inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Representative.

(c) The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding to the Representative in any way or releasing the Contractor from fulfilling all the terms of the contract.

DIVISION 5 - THE CONTRACTOR

5.1 Review of Contract Documents - The Contractor shall carefully study and compare the contract documents and shall at once report to the Representative any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City for any damage resulting from any such errors, inconsistencies or omissions in the contract documents unless he proceeds with the work or any part thereof with knowledge of an error, inconsistency or omission. The Contractor shall perform no portion of the work at any time without contract documents.

5.2 Supervision and Construction Procedures –

(a) The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all portions of the work under the contract.

(b) The Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

(c) The Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents either by the activities or duties of the Representative in his administration of the contract, or by inspections, tests or approvals performed by persons other than the Contractor.

(d) The Contractor shall provide and maintain in a neat and sanitary condition, properly secluded, such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements and regulations of the state, or local department of health or other agencies having jurisdiction therewith.

(e) The Contractor shall employ competent and conscientious persons with sufficient skill to properly perform the work assigned to them. The Representative may demand the dismissal of any employee who is disobedient, careless or lacks the necessary skill to perform the work assigned.

(f) The Contractor shall store materials at the site of the work and conduct the work so as to cause no greater obstruction to traffic than is considered necessary by the Representative.
(g) The Contractor shall maintain one set of the contract documents at the site at all times.

5.3 Notification to Property Owners - Where appropriate, the City will provide an informational paper that is to be given to the property owners who may be affected by this project. The Contractor shall distribute this paper at least three (3) days, but not more than ten (10) days, prior to beginning demolition.

5.4 Prosecution of Work -

(a) Immediately after award of the contract, and if requested by the Representative, the Contractor shall make necessary arrangements for a conference with the Representative so as to clarify scheduling of this project.

(b) The Contractor shall notify the Representative at least twenty-four hours in advance of the time he intends to start. The Representative, generally, shall not have control of the order of the demolition. The order of demolition as determined by the Contractor will be followed except where the Representative determines that such order would not be in the best interest of the City. The Contractor shall conduct the work in such a manner and with sufficient material, equipment and labor as is considered necessary to ensure its completion within the time limit set forth in the form of contract. The work covered by and included in this contract shall be prosecuted regularly and uninterruptedly from the time specified for commencement until all work is completed in every detail to the satisfaction of the Representative. Should the prosecution of the work for any reason be discontinued by the Contractor, with the consent of the Representative, the Contractor shall notify the Representative at least twenty-four (24) hours in advance of resuming operations.

(c) If it appears that the rate of progress is such that the contract will not be completed within the contract period, or if the work is not being executed in a satisfactory and workmanlike manner, the City may order the Contractor to take such steps as considered necessary to complete the contract within the period of time specified, or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks from receipt of same, the Contractor shall automatically be disqualified from receiving additional awards and the Representative shall have the right to declare the contract in default and to complete the work in accordance with the provisions of article entitled "Annulment of Contract", as set forth within this section of the General Specifications.

(d) The Contractor must complete the project, including all "Punch List" items, prior to the completion date, or liquidated damages will be charged.

(e) The Contractor shall request, in writing, that the final inspection be made. This request will be made within a time frame that will allow the Contractor time to complete the "Punch List" items prior to the completion date.

(f) The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

5.5 Superintendent - A qualified superintendent, who is acceptable to the City, shall be assigned by the Contractor to the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the
Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the superintendent shall not be engaged in the full-time operation of equipment/machinery on the work.

5.6 **Labor and Materials** - Unless otherwise provided in the contract documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, demolition equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

5.7 **Reserved.**

5.8 **Warranty** - The Contractor warrants to the City and the Representative that all materials and equipment, if any, furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 12.2. Warranty periods begin when the City assumes possession and use of the work.

5.9 **Removal of Rejected Materials** - The Contractor shall promptly remove all rejected work.

5.10 **Reserved.**

5.11 **Permits, Fees and Notices** –

(a) The Contractor shall obtain all permits, pay all fees and give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority, bearing on the performance of the work.

(b) It is not the responsibility of the Contractor to make certain that the contract documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the contract documents are at variance therewith in any respect, the Contractor shall promptly notify the Representative in writing, and any necessary changes shall be accomplished by appropriate change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Representative, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

5.12 **Work Progress** - The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Representative may order the Contractor to take such steps as he considers necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, he may be disqualified from receiving any additional bidding proposals, and the City shall have the
right to declare the contract in default in accordance with paragraph 13.1. Failure of the City or the Representative to issue such order shall not alter the Contractor's responsibility under the contract. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

5.13 Reserved.

5.14 Communications - The Contractor shall forward all communications to the City through the Representative. Prior to commencement of the work, the Contractor shall provide the Representative with a telephone number where the Contractor or the Contractor's superintendent can be reached in an emergency at any time after commencement of the work until the date of final completion.

5.15 Royalties and Patents - The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof.

5.16 Subletting or Assigning of Contract - Should the Contractor elect to assign this contract, the assignment shall be approved by the Contractor's bonding company and shall then be presented for consideration by the City. Assignment can only be consummated after approval by the City. The City's decision on whether to consent to an assignment shall be conclusive and no appeal by the Contractor shall be permitted.

5.17 Cleaning Up - The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the work the Contractor shall remove all waste materials and rubbish from and about the project as well as all the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

DIVISION 6 - MISCELLANEOUS PROVISIONS

6.1 Reserved.

6.2 Reserved.

6.3 Inspection and Testing –

(a) All work (which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by the Representative or his representative at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Representative shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the City after acceptance of the completed work.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Representative not to conform to the contract requirements, unless in the public interest the City consents to accept such material or workmanship
with an appropriate adjustment in contract sum. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the City (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Division 13 of this contract entitled "Termination of the Contract".

6.4 Reserved.

6.5 Subcontractors –

(a) The City will not recognize any Subcontractor on the project as having any Contractor responsibility.

(b) The Contractor shall, as soon as practicable after signing of the contract, notify the Representative in writing of the names of any Subcontractors proposed for the work.

(c) The City reserves the right to object to the use of any proposed Subcontractor who:

1. Is currently in violation of any law, ordinance or regulation;

2. Has defaulted on any prior project with the City and such default has not been cured to City's satisfaction;

3. Does not possess the necessary licenses or skills to perform the work.

6.6 Jurisdiction - The Woodbury County, Iowa, District Court shall have exclusive jurisdiction of all litigation between the Contractor and the City.

6.7 Other Contracts - The City may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other Contractors and city employees and carefully fit his work to such additional work as may be directed by the Representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or city employee.

6.8 Reserved.

6.9 Rights and Remedies –

(a) The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In the event of a conflict, the provisions of this contract will control.

(b) No action or failure to act by the City, Representative or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
6.10 **Explosives** - Unless otherwise provided for in the Contractor documents, the use of explosives is prohibited without the express written consent of the Representative.

6.11 **Traffic Control** –

(a) All traffic control is the responsibility of the Contractor and must be done in accordance with the "Manual of Uniform Traffic Control Devices". Prior to commencement of demolition, the Contractor shall file the traffic control plans with the engineering division of the City.

(b) The Contractor shall, at its own expense and without further order, provide, erect and maintain, at all times during the construction of the work or any suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades and other types of traffic control devices as may be necessary to insure the safety of the public as well as those engaged in the work. All barricades and other channelizing devices shall conform to Section 6C of the "Manual on Uniform Traffic Control Devices."

(c) No street shall be closed to traffic for any reason, except for those identified elsewhere in these specifications or as approved by the Representative to facilitate construction. The Representative shall be the judge of how many streets or parts of streets it is necessary to be closed at any one time and may refuse to close additional streets until such time as the current work is finished and open to traffic.

(d) To properly close a street to traffic, Type III barricades shall be erected at the point of closure with a ROAD CLOSED Sign (R11-2 in the Manual of Uniform Traffic Control Devices) attached, and a ROAD CLOSED TO THROUGH TRAFFIC Sign (R11-4 in the MUTCD) on Type II barricades shall be placed at the nearest open intersection in all directions from the closure to alert motorists.

(e) If a street is to be closed as provided herein, the Contractor shall notify the Representative seventy-two (72) hours prior to beginning the work. The City reserves the right to refuse road closure based on determination by the Representative of Contractor's ability to meet the closure schedule. The sequence of street closing will be discussed at the pre-construction conference.

(f) The Contractor must provide a twenty-four (24) hour telephone number to the City and the 9-1-1 operator in the event of defective, missing or non-operational signing.

(g) All questions on traffic signing should be directed to the City's Traffic Engineer.

(h) The City's traffic engineering section shall remove the existing regulatory signs which interfere with the proposed construction. Contractor shall provide a minimum of two (2) working days' notice. Contractor shall maintain all stop signs during construction.

(i) The Contractor's bid shall include all costs of furnishing, erecting, maintaining, moving and removing traffic control devices for divisions of work covered by this project.

(j) The Contractor shall post all temporary NO PARKING signs and file all of the appropriate documentation at the posting. The City will provide the temporary NO PARKING signs and forms for documentation to the Contractor. The effective time and date of the posting cannot be less than twenty-four (24) hours from posting.
If adequate barricades are not around the work site, as determined by a representative of the traffic engineering section at the work site, the person in charge at the job site will be notified. Continual failure to comply with proper barricading procedures is sufficient reason for the City engineering division to shut down the project until the Contractor shall have provided the necessary protection.

Archaeological and Historical Findings –

(a) Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

(b) Should the Contractor encounter, during the Contractor's operations, any human skeletal remains, building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Representative. The Representative will immediately investigate the Contractor's finding and will direct the Contractor to either resume operations or to suspend operations as directed. The Contractor should also note Chapter 716.5 and 305A of the Iowa Code pertaining to the preservation of these findings.

(c) Should the Representative order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the Division 11 titled "Changes in the work." If appropriate, the contract modification shall include an extension of contract time in accordance with Division 7 titled, "Time."

DIVISION 7 - TIME

7.1 Time is of the Essence - All time limits stated in the contract documents are of the essence of the contract. The completion date for this project is stated in the Notice to Bidders.

7.2 Liquidated Damages -

(a) Should the Contractor fail to complete the demolition work on or before the specified date of completion, as noted above, it is understood that the City will sustain pecuniary damages. The Contractor shall pay to the City as liquidated damages and not as a penalty the sum of money set forth in the Form of Contract for each day that elapses after the contract completion date and the date on which the work covered by such contract is actually completed, including general cleanup and the removal of all equipment and obstructions from the site of the work. Such liquidated damages shall be payable to reimburse or compensate, at least in part, the City for: (1) the administration of the work covered by such contract and any other contract or contracts beyond the contract completion date; (2) the additional engineering expenses directly attributable to the work and incurred because of the delay; (3) expenditures resulting from the inability of the City and the general public to use the work product from and after such contract completion date until the actual date of completion; (4) other miscellaneous obligations and expenditures incurred by the City directly as a result of the failure to complete the work.
covered by such contract on or before the contract completion date. It is agreed that these damages are difficult of precise measurement at the inception of the contract and the sum stated herein in the form of contract is the best possible estimate of the damages that will accrue because of delay.

(b) The total amount so payable by the Contractor as liquidated damages may be deducted from any moneys due and payable to the Contractor by the City or so much thereof as is not deducted shall be chargeable to and will be payable promptly by such Contractor or its bonding company to the City.

7.3 Delays and Extensions of Time –

(a) The Contractor shall perform fully, entirely and in a satisfactory manner all the work by the contract completion date stated in the form of contract. The work covered by and included in this Contract shall be prosecuted regularly and uninterruptedly from the time specified for commencement until all work is completed in every detail to the satisfaction of the Representative. No extension of time, whether for bad weather or for any other cause whatsoever, shall be granted unless authorized by the Representative by a written change order. The Contractor is not excused for any delay whatsoever except upon the written consent authorized by the Representative. If extra work or materials are required, the original completion date shall still govern unless the Representative grants an extension by written change order.

(b) In no event will additional time be granted to the Contractor unless the delay and subsequent failure to perform is beyond the control of the Contractor. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress and if such failure arises out of causes beyond the control of both the Contractor and any Subcontractor and without fault or negligence of either of them, the Contractor shall not be deemed to be in fault unless: (1) the supplies or services to be furnished by the Subcontractor were obtainable from other sources; (2) the Representative shall have ordered the Contractor in writing to procure such supplies or services from other sources; and (3) the Contractor shall have failed to comply reasonably with such order.

(c) If the Contractor is delayed at any time in the progress of the work by:

(1) Any order, act, or neglect of the City, the Representative or their representative or agent; or

(2) Any other cause beyond the Contractor’s control;

then the Representative is authorized to grant an additional amount of time to Contractor to complete the contract.

7.4 Claims for Additional Time - Any claim for additional contract time shall be made in writing to the Representative not more than seven (7) days after occurrence of the event giving rise to the claim; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such claim on the progress of the work. The Representative shall promptly investigate the Contractor’s claim for additional contract time and if justified, he shall notify the Contractor in writing and an equitable adjustment shall be made and the contract modified pursuant to Division 11.
7.5 Delay for Interpretations - If no agreement is made stating the dates upon which interpretations as provided in Paragraph 4.4 shall be furnished, then no claim for additional contract time shall be allowed on account of failure to furnish such interpretations until twenty days after written request is made for them, and not then unless such claim is reasonable.

7.6 Extra Work - If extra work or materials are required by written change order, no extension of time will be granted unless an extension of time is provided within the written change order.

7.7 Sundays and Legal Holidays - Except for such work as may be required to properly maintain or protect completed or partially completed construction or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Representative.

7.8 No Damages for Delay - Paragraph 7.4 precludes the recovery of damages under any other provision of the contract documents for delay for any reasons falling within Paragraph 7.3(C)(2). Paragraphs 7.5 and 7.6 preclude the recovery for damages for delay under the circumstances enumerated therein. In addition, no damages for delays can be recovered for reasons under Paragraph 7.3(C)(1) to the extent the delay would have occurred in any event due to any other cause, including the negligence of the Contractor; or, for which an adjustment is provided or excluded under any other provision of this contract. There shall be no allocation of fault during concurrent delays.

7.9 Procedure for Appeal of the Representative's Decision - The procedure for appeal of the Representative's decision on a claim for additional time shall be governed by Paragraph 14.4.

7.10 Change Order Required - Any approved claim for additional contract time under the provisions of this division shall be granted by change order.

7.11 Extensions of Time - Except for an extension of the contract completion date, the Representative may, upon written request and for good cause shown by the Contractor, grant an extension of time to perform any act required by the contract. The request for an extension of time must be made within the time to initially perform the act. An extension of time must be in writing and signed by the Representative.

DIVISION 8 - PAYMENTS AND COMPLETION

8.1 Payment for Work Performed - The Contractor will receive and accept as full payment for all items of acceptable work performed which are covered by definite unit prices or lump sum amounts specified in the form of contract, the rate specified therein, or in the case of work under a change order, the amount stated in the change order.

8.2 Application for Payments - Applications for payments shall be made by Contractor.
8.3 **Measurement of Quantities** - The work completed under the contract shall be measured according to United States standard measures. Payment will be based on the actual quantity of work performed under the various classifications of work in the contract.

8.4 **Scope of Payment** - The Contractor shall accept the compensation herein provided as full payment for furnishing all materials, labor, tools, equipment and for performing all work under the contract or any extension thereof allowed under Division 11; also, for all cost arising from the action of the elements or other natural causes, agreements, and performances, non-performance, or delays involving other Contractors and third parties, or injunctions or lawsuits resulting therefrom, or from any unforeseen difficulties not otherwise provided for in the specifications and which may be encountered during prosecution of the work and up to the time of acceptance thereof, except damage to the work due to acts of war. Nothing herein shall in and of itself be construed to prejudice or deny any claim filed under provisions of Division 14.

8.5 **Reserved.**

8.6 **Payments** –

(a) If the work extends over a period of more than one month, the Contractor will receive monthly progress payments from the City based on the Representative's estimate of the amount of work product completed and delivered in an acceptable manner. The City's monthly payments shall be partial payments on the contract sum, and the monthly payment by the City does not constitute final acceptance of the work upon which the estimates are based.

(b) Work completed in an acceptable manner during the month shall be paid for by the City within thirty-five (35) days from the last day of that month.

(c) The City shall retain from each monthly payment five (5%) percent of that amount which is determined to be due by the Representative.

8.7 **Representations** - Submission of an application of payment signed by the Representative will constitute a representation by the Representative to the City, based on his observations at the site that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial or final completion, to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in an attachment to the estimate); and that the Contractor is entitled to payment in the amount certified.

8.8 **Payments to Subcontractors** - The City shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor or suppliers.

8.9 **Payment not Acceptance of Defective Work** - No estimate made for a progress payment, nor any progress payment, nor any partial or entire use of the work by the City, shall constitute acceptance of any work not in accordance with the contract documents.

8.10 **Payments Withheld** –
(a) The Representative may decline to submit an application for payment and may withhold his estimate in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 8.7. If the Representative is unable to make representations to the City as provided in Subparagraph 8.7 and thus submit the application, the Representative will notify the Contractor. The Representative may also decline to submit an application for payment or, because of subsequently discovered evidence or subsequent observations, and may nullify the whole or any part of any estimate authorizing payment previously issued and adjust future estimates, to such extent as may be necessary, in his opinion, to protect the City from loss because of:

1. Defective work not remedied;
2. Damage to property of the City or another Contractor;
3. Reasonable evidence that the work will not be completed within the Contractor time, but only to the extent of liquidated damages and reasonably anticipated additional expenses incurred by the Representative;
4. Persistent failure to carry out the work in accordance with the contract documents;
5. Errors in previous estimates;
6. Expenses or fees due the City for work on the project.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

8.11 Final Completion, Acceptance, and Final Payment –

(a) Final completion means satisfactory completion of all work required by the contract documents or completion of the work product to such an extent the City is willing to accept the work product and authorized final payment.

Acceptance of a less than fully completed work product is solely within the discretion of the Representative. Upon final completion of the work, the Representative will promptly make an inspection, and when he or she finds the work acceptable under the contract and the contract FULLY performed, the Representative shall promptly issue a certificate, over his or her own signature, stating that the work required by this contract has been completed and is accepted by him or her under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, is due and payable as follows: Five percent (5%) of the contract sum shall be retained for thirty (30) days following formal acceptance of the work by the City Council under the provisions of Chapter 573, Code of Iowa. All other unpaid sums shall be paid in accordance with Paragraph 8.6.

(b) Before issuance of the retained percentage, the Contractor shall provide the certifications and other documentation that are required by the Contract Documents. These documents are due in the Representative's office forty-five (45) days after the date
of the first "punch list" issued by the Representative. In the absence of a "punch list" the documents are due forty-five (45) days after the date of the certificate of completion referred to in paragraph (A) above. The Representative may extend the time limits imposed herein for good cause shown. If the Contractor fails to comply with this paragraph, the City may, in its discretion, waive receipt of all certifications and other documents, accept the project and assess to the Contractor the damages the City has incurred as a result of the Contractor's failure to comply with this paragraph. The amounts of damages may be withheld from any sum of money due the Contract by the City.

(c) The making of the final payment shall constitute a waiver of all claims by the City, other than those arising from (1) unsettled claims; (2) faulty work appearing within the guarantee period provided in the special conditions; (3) the requirements of the drawings and specifications; or (4) manufacturer's guarantees.

8.12 Substantial Completion - The concept of "substantial completion" has no application to this contract.

DIVISION 9 - PROTECTION OF PERSONS AND PROPERTY

9.1 Contractor's Obligation –

(a) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

(1) All employees on the work and all other persons who may be affected thereby while at or near the site;

(2) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Subcontractors; and

(3) Other property at the site or adjacent thereto, including the following property which is illustrative but not inclusive: trees, shrubs, lawns, lawn sprinkling systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2 Compliance with Applicable Laws - The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

9.3 Remedy Damage or Loss - The Contractor shall promptly remedy all damage or loss caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Paragraph 9.1, except damage or loss attributable to the acts or omissions of the City or Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 10.6.
10.1 **Contractor's Insurance** – The Contractor shall secure and maintain such insurance policies as will protect itself and its Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by itself or by a Subcontractor or anyone employed by them directly or indirectly unless authorized by the City in writing. Policies must be issued by companies rated "A" or better by "Best's Policyholders Ratings Guide." The following insurance policies are required:

(a) **Workers Compensation** – A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:
   (1) Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
   (2) Employer's Liability Insurance with the following limits:
       Bodily injury by accident .................. $500,000 each accident
       Bodily injury by disease .................. $500,000 each accident
       Bodily injury by disease .................. $500,000 policy limit

(b) **Comprehensive General Liability**
   (1) Each Occurrence $1,000,000
   (2) Aggregate $2,000,000
   (3) Personal and Advertising Injury Limit $1,000,000
   (4) Products Completed Operations Aggregate Limit $2,000,000
   (5) Fire Damage Limit (any one fire) $50,000
   (6) Medical Damage Limit (any one person) $5,000

(c) **Automobile Public Liability and Property Damage** – Combined Single Limit $1,000,000

(d) **Property Insurance** $500,000

(e) **Pollution Insurance** $100,000

10.2 **Insurance Inclusion** - The comprehensive general liability insurance shall include products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

10.3 **Contractual Liability** - The insurance required by Subparagraph 10.1 shall include contractual liability insurance coverage for the Contractor’s obligations under Paragraph 10.6.

10.4 **Certificates of Insurance** - Certificates of insurance acceptable to the City indicating insurance required by the contract is in force shall be filed with the City prior to approval of the contract by the City. The City shall be listed as an additional insured on all policies except Workers’ Compensation coverage. All policies shall be on primary and non-contributory basis. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.
Reserved.

Indemnification –

(a) To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to all attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) 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) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

(b) In any and all claims against the City, its officials or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The obligations of the Contractor under this paragraph shall not extend to the liability of the City, its agents or employees, or the Representative arising out of (1) the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Representative or his representatives providing such giving or failure to give is the primary cause of the injury or damage.

DIVISION 11 - CHANGES IN THE WORK

Change Orders -

(a) The Representative shall have authority to order any changes in the work. Such changes may be effected by either oral or written change order, and shall be binding on the City and the Contractor. If a change order is issued, it shall be prepared by the Representative, and submitted to the Contractor for his signature. The Contractor shall return written change orders to the Representative within fourteen days after receipt of the change order. The change order shall be signed by the Contractor, or if returned unsigned, contain a statement setting forth the Contractor's objections to the change order. In the event the Contractor fails to return the change order signed or if it is returned unsigned without statement of objections to the change order within the fourteen day period or in the event the Contractor commences the work covered by the change order before returning it to the Representative, it shall be conclusively presumed to be in full force and effect.
(b) Changes that affect the contract price, the contract sum and the contract completion date shall be made by written change order. Generally, however, change orders will not be issued for additions or deletions to the number of units caused by differences between the Representative's estimated quantities and actual quantities determined by measurements made in the field after the work is completed where the contract is unit priced.

11.2 Changes and Increased or Decreased Quantities of Work -

(a) The Representative's authority to issue written change orders to make changes in the work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner may not change the total cost of the project, based on the originally estimated quantities and the unit prices bid, by more than twenty-five (25) percent, and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-five (25) percent. (A major item shall be construed to be any item, the total cost of which is equal to a greater than ten (10) percent of the total contract price, computed on the basis of the proposal quantity and the contract unit price.

(b) Should it become necessary, for the best interest of the City, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement. The Contractor shall not start work on any alteration requiring a supplemental agreement until the Agreement setting forth the adjusted prices shall be executed by the City and the Contractor.

(c) In case a satisfactory adjustment in price cannot be reached for any item requiring a supplemental agreement, the City reserves the right to terminate the contract or negotiations as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.

11.3 Cost or Credit Determinations -

(a) The cost or credit to the City resulting from a change in the work ordered by the Representative other than changes requiring a supplemental agreement shall be determined by one of the following ways:

1. By unit prices contained in the Contractor's original bid and incorporated in the contract documents;
2. By the alternate bid schedule of prices contained in the Contractors' original bid and incorporated in the construction documents;
3. By an acceptable unit price proposal from the Contractor;
4. By an acceptable lump sum proposal from the Contractor;
5. Force Account.

If paragraphs (1) and (2) above apply to the type of work being priced, paragraphs (3), (4) and (5) are not applicable and shall not be used. Force account shall be used if the
City and Contractor are otherwise unable to agree upon a price under paragraph (3) and (4) above.

11.4 Force Account Basis - Extra work performed on a forced account basis will be paid for in the following manner: For laborers, timekeepers, foremen, and superintendents, the Contractor shall receive the rate of wage shown on previous payrolls for the time they are actually engaged in the extra work, to which shall be added an amount equal to fifteen percent thereof, plus the amount of social security tax imposed by law upon the Contractor because of such force account work, plus the cost of workmen's compensation, public liability insurance, and employment security contributions. The fifteen percent shall cover compensation for the furnishing of the necessary small tools for the work together with all other overhead items of expense. The wage of the superintendent, timekeeper, or foreman who is the employed party on force account work and partly on other work shall be prorated between the two classes of work according to the number of men shown by the payrolls as employed on each class of work.

For materials used on force account work, the Contractor shall receive the actual cost of materials delivered on the work, including the freight and handling charges as shown by original receipted bills, to which cost shall be added a sum equal to fifteen percent thereof.

For machinery tools, or equipment, and fuel and lubricants therefor, except small tools which may be used, the Representative shall allow the Contractor a reasonable rental rate to be agreed upon in writing before work is begun. No profit percentage shall be added to the rate.

Compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done on a force account basis. It will be assumed that such payment includes the use of tools and equipment for which no rate is allowed, overhead and profit.

At the end of each day, the Contractor shall prepare payrolls in duplicate for labor furnished on a force account basis, using the contracting authority's standard force account forms. Both copies shall be signed by the inspector and Contractor's representative. One copy shall be furnished to the Representative and one to the Contractor. Claims for extra work performed on a force account basis shall be submitted to the Representative in triplicate. To the claims shall be attached such receipts or statements as the Representative may require in support of such claims. Such claims shall be filed not later than the tenth day of the month following that in which the work was actually performed, and shall include all labor charges, rental charges on machinery, tools, and equipment, and all material charges insofar as they are available.

DIVISION 12 - CORRECTION OF WORK

12.1 Inspection - All work is subject to inspection and approval at the site. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, work product data or Contractor's warranty. City will charge Contractor the cost of inspecting work product rejected. Materials or work product returned to Contractor shall be shipped at Contractor's expense.

12.2 Correction of Work - The Contractor shall promptly correct all work rejected by the Representative or inspector as defective or as failing to conform to the contract documents whether observed before or after acceptance. The Contractor shall bear all
costs of correcting such rejected work, including compensation for the Representative's additional services made necessary thereby.

12.3 **Warranty Work** - If, within the period of time as prescribed in the terms of the applicable special warranty required by the contract documents, and if the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the contract. The City shall give such notice promptly after discovery of the condition. If the work is covered by a bond, the City shall also notify the Contractor's bonding company.

12.4 **Failure to Correct** - If the Contractor fails to correct defective or non-conforming work as provided in Paragraphs 5.6, 12.2 and 12.3, the City may correct it in accordance with Paragraph 3.7. If the work is covered by a bond, the City shall have the right to require the work be done by the Contractor's bonding company.

12.5 **Accepting Defective Work** - If the City prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect a reduction in the contract sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### DIVISION 13 - TERMINATION OF THE CONTRACT

13.1 **Termination by the City** - If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, fails to prosecute the work so as to be able to finish on time, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and may finish the work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

13.2 **Costs of Finishing Work** - If the unpaid balance of the contract sum exceeds the costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his bonding company shall pay the difference to the City.

13.3 **Termination for the Convenience of the City** -

(a) The performance of work under these contract documents may be terminated by the City in accordance with this paragraph in whole, or from time to time in part, whenever the Representative and the City Council shall determine that such termination is in the best interest of the City. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying:

(1) What work is to terminate;
(2) When the termination is to become effective;

(3) The manner in which remaining work will be handled.

(b) In such event, and provided the items ordered are not standard commercial items, City's maximum liability shall be limited to payment (1) for completed and delivered items at contract price and (2) of costs directly attributable to partially fabricated work product, if any, plus a profit thereon not to exceed eight (8) percent. City shall have the right to delivery of work product partially fabricated and to all unused material and inventory acquired and included in Contractor's claim, or to credit for the agreed value thereof. If the items ordered are standard commercial items, City shall have the right to terminate the contract for convenience, in whole, or from time to time, in part without any obligation or liability whatsoever, except for payment of item delivered prior to such termination.

In order to minimize liability in case changes are directed or termination for convenience occurs as provided for in the clause immediately above with respect to non-standard commercial items, Contractor agrees that City will not be responsible for material or labor or production costs or charges that are unrealistic, excessive or inconsistent with the minimum needs to meet the delivery requirements of this order.

Contractor is not authorized to procure materials or release for production any quantities ordered hereunder until written authorization to proceed is received from City, which authorization may cover the entire quantity ordered or any increment or series of increments thereof in the sole discretion of City.

(c) The Contractor shall submit to the Representative any termination claim he may have within thirty days of the notice of termination. The Contractor shall be entitled to payment for all work performed up to the date of termination based upon the unit prices in the form of contract, plus the expenses incurred in terminating the contract, less payments made, and less any credits received from subContractors and suppliers.

(d) In the event the Representative and the Contractor are unable to agree upon an amount, the Contractor may proceed under the provisions of Paragraph 14.4.

DIVISION 14 - CLAIMS

14.1 Claims for Additional Cost -- Work --

(a) If the Contractor wishes to make a claim for an increase in the contract sum, the Contractor shall give the City through the Representative written notice thereof within seven (7) days after the occurrence of the event giving rise to such claim (or such shorter time as will provide the City with the opportunity to investigate the event and make a record of the circumstances surrounding same). This notice shall be given by the Contractor before proceeding to execute the work. No such claim shall be valid and is waived by the Contractor unless so made. The fact that the City, its officials, agents or employees or the Representative have actual knowledge of the event shall not relieve the Contractor of this requirement.

(b) The Representative shall promptly investigate the Contractor's claim, and upon completion of the investigation, notify the Contractor to proceed with the work. If the
claim is justified, the Representative shall notify the Contractor in writing and an equitable adjustment shall be made and the contract modified in writing pursuant to Division 11.

(c) The Contractor shall afford the Representative notice and opportunity to keep strict account of actual costs incurred as defined for force-account construction for the work giving rise to the claim. If the Contractor fails to do so, the Contractor thereby agrees to waive the claim for extra compensation for such work. The fact that the Representative has kept an accounting of the costs shall not be construed as establishing the validity of the claim.

14.2 Claims for Additional Cost -- Orders - If the Contractor claims that additional cost is involved because of (1) any written interpretation pursuant to Subparagraph 4.4(a); (2) any order by the City to stop the work pursuant to Paragraph 3.6 where the Contractor was not at fault; (3) any order for a change in the work issued pursuant to paragraph 11.1; (4) failure of any payment by the City pursuant to Division 8; or (5) any other conduct on the part of the Representative or City, the Contractor shall make such claim as provided in Subparagraph 14.1(a).

14.3 Differing Site Conditions - No claim for differing site conditions will be allowed. It is the responsibility of the Contractor to ascertain all matters affecting the work.

14.4 Procedure for Appealing the Representative's Decision -

(a) If the Representative determines that any claim of the Contractor does not justify payment or an increase in the contract sum or contract time or that the amount of increase requested by the Contractor should be reduced, the Representative shall so notify the Contractor in writing within twenty (20) days. If the Representative fails to respond to any claim within the time allotted, the claim shall automatically be deemed denied by the Representative.

(b) The decision of the Representative shall be final and binding upon the Contractor unless the Contractor appeals the decision of the Representative to the city council. Such appeal shall be taken within twenty (20) days from the Representative's decision by filing with the city clerk a request for review of the Representative's decision and full statement of the facts surrounding the claim and the amount of the claim. The City Council shall fix a date, time, and place to hear the matter, which date shall be not less than thirty (30) days from receipt of the request for review. If the matter is not heard within thirty (30) days or a decision not rendered by the City Council within fifteen (15) days of the hearing, the claim shall automatically be deemed denied by the City Council.

(c) The decision of the City Council shall be final and binding upon the Contractor unless within thirty (30) days from the date of the decision of the City Council or such additional time as the City may agree upon, the City and Contractor agree in writing to arbitration or the Contractor files suit in the Woodbury County District Court.

14.5 Procedure for Determining Costs - If the City and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the provision of Paragraph 11.4.

14.6 Submission of Claim -
(a) If the Representative or the City Council determines that a claim should be denied or not allowed to the full extent requested and if the Contractor desires further appeal of the matter, the Contractor shall submit to the Representative an itemized statement of each month's additional expenditures no later than thirty (30) days after the last day of the month such expenditures are incurred. Failure to submit the statement required herein shall constitute a waiver of the expenses incurred during that month.

(b) No increase in the claim for additional costs of construction will be allowed if made more than thirty (30) days after submission of the initial claim and Contractor agrees to waive those costs.

(c) The amount of the claims submitted pursuant to the provisions of this paragraph shall establish the maximum allowable claim of the Contractor in any further proceedings to determine the validity and amount of the contested claim.

14.7 Audit of Claims - The City may, at reasonable times and places, audit the books and records of the Contractor who has submitted a claim pursuant to the provisions of Division 14 to the extent that such books and records relate to the cost and pricing data used in said claim. If the Contractor makes such a claim, the Contractor shall maintain its books and records until such time as the claim is finally resolved. If any records are lost or destroyed which would have substantiated the Contractor's claim, the claim shall be deemed waived by the Contractor.

14.8 Contractor to Continue Work - Nothing contained in this division shall be construed to permit the Contractor from continuing to prosecute the work so as to complete the project within the allotted time.

14.9 Interest - No claim for interest may be allowed which exceeds eight (8) percent per annum.

14.10 Waiver of Claims -

(a) No claim by the Contractor, regardless of its nature, shall be allowed unless:

(1) Submitted with the request for final payment; or

(2) Made within thirty (30) days after completion of the work;

whichever date occurs first, and the Contractor waives all claims unless so made.
Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No  My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No  My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No  My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☐ No  My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☐ No  My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☐ No  My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No  My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☐ No  My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☐ No  My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☐ No  My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No  My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.
Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No  My company is authorized to transact business in Iowa.
   (To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No  My company has an office to transact business in Iowa.

☐ Yes ☐ No  My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No  My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No  My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

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<th>Dates:</th>
<th>Address:</th>
<th>City, State, Zip:</th>
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<td>01/01/2009 to CURRENT</td>
<td>918 Division ST</td>
<td>Sioux City, IA 51105</td>
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You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

   Iowa

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

   You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Habetz Construction

Signature: [Signature]

Date: 5/14/2020

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**: 7/8/2020

**PRODUCER**
Arthur J. Gallagher Risk Management Services, Inc.
4280 Sergeant Road
#200
Sioux City IA 51106

**INSURED**
Hebert Construction Co Inc
918 Division Street
Sioux City IA 51105

**CONTACT**
NAME: Gina Reese
PHONE (A/C No. Ext.): 712-252-4026
FAX (A/C No.): 712-252-3421
E-MAIL ADDRESS: gina_reese@ajg.com
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : United Fire & Casualty Company 13021
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F:

**COVERAGES CERTIFICATE NUMBER:** 570880401

**REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

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<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>A</td>
<td>UMBRELLALIAB</td>
<td>CLAIMS-MADE</td>
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<tr>
<td>A</td>
<td>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N</td>
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<tr>
<td>Y</td>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
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<td>N/A</td>
<td>IF YES, DESCibe UNDER DESCRIPTION OF OPERATIONS BELOW</td>
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<td>A</td>
<td>Pollution Liability</td>
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<td>60469847</td>
<td>12/1/2019</td>
<td>12/1/2020</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
City of Sioux City is listed as Additional Insured as respects General Liability per form CG7103 0215 and Auto Liability per form CA7109 0106. Insurance is Primary and Noncontributory per form IL7105 1014.

**CERTIFICATE HOLDER CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

City of Sioux City
P.O. Box 447
Sioux City IA 51102
USA

© 1988-2015 ACORD CORPORATION. All rights reserved.
KNOW ALL PERSONS BY THESE PRESENTS, That we Hebert Construction Co., Inc. dba Hebert Construction of 918 Division St., Sioux City, IA 51105, hereinafter referred to as the Principal, and Western Surety Company, hereinafter referred to as the Surety, are held and firmly bound unto City of Sioux City of 405 6th St., Sioux City, IA 51102, hereinafter referred to as the Obligee, in the sum of Thirty-One Thousand and 00/100 Dollars ($31,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the day of OrDemolitikn of 909 Jackson Street Sioux City, IA,

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this day of 2020.

Hebert Construction Co., Inc. dba Hebert Construction

By (Principal)

Western Surety Company

By (Surety)

Attorney-in-Fact
KNOW ALL PERSONS BY THESE PRESENTS, That we Hebert Construction Co., Inc. dba Hebert Construction of 918 Division St., Sioux City, IA 51105, hereinafter referred to as the Principal, and Western Surety Company, hereinafter referred to as the Surety, are held and firmly bound unto City of Sioux City of 405 6th St., Sioux City, IA 51102, hereinafter referred to as the Obligee, in the sum of Thirty-One Thousand and 00/100 Dollars ($31,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated day of , for Demolition of 909 Jackson Street Sioux City, IA, copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

(a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this day of , 2020.

Hebert Construction Co., Inc. dba Hebert Construction

By (Principal)

Western Surety Company

By (Surety)

Attorney-in-Fact
POWER OF ATTORNEY - CERTIFIED COPY

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Hebert Construction Co., Inc. dba Hebert Construction

Obligee: City of Sioux City

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72280076 is not issued on or before midnight of August 31, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this day of , 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this day of , in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
Notary Public - South Dakota

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.
MEETING DATE: July 13, 2020
ACTION ITEM #: 6A-B
FROM: John Malloy, WCICC-IT Director
Michelle Brown, Administrative Assistant, WCICC-IT
Spero Vlahoulis, Purchasing Manager

RESOLUTION AWARDING A PURCHASE ORDER TO HIGH POINT NETWORKS LLC OF WEST FARGO, NORTH DAKOTA IN THE AMOUNT OF $104,989.00, FOR THE PURCHASE OF SOPHOS FIREWALL EQUIPMENT (REQUISITION 262456).

RESOLUTION APPROVING A SERVICE PROVIDER AGREEMENT WITH HIGH POINT NETWORKS LLC OF WEST FARGO, NORTH DAKOTA FOR LABOR TO INSTALL SOPHOS FIREWALL EQUIPMENT IN AN AMOUNT NOT TO EXCEED $4,500 (REQUISITION 262456).

RECOMMENDATION:
Staff respectfully requests Council approval on the purchase of Sophos Firewall Equipment from High Point Networks LLC of West Fargo, North Dakota.

Staff respectfully requests Council approve a Service Provider Agreement with High Point Networks for labor to install and integrate Sophos Firewall Equipment.

DISCUSSION:
As part of the 2020 CIP, WCICC-IT identified the need to upgrade the Enterprise Firewalls at the Downtown and TSI Data Centers with Next Generation Firewalls (NGFW). The WCICC-IT network relies on Firewalls to provide the first line of defense from bad-actors on the Internet. NGFW’s protect the network by blocking network traffic that fails one or more of the following: network rules, traffic patterns, origin of traffic, deep packet inspection and/or the scrutiny of vendor-provided intelligence databases.

Installation and integration services include on-site setup, training of key WCICC-IT staff and remote support during the go-live dates. Services to be provided by a Sophos Certified Architect.

The Woodbury County Information and Communication Commission approved this expenditure at its March 11, 2020 meeting.
Below are the equipment bids received from three vendors:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Point Networks LLC</td>
<td>$104,989.00</td>
</tr>
<tr>
<td>CDW-G</td>
<td>$115,236.00</td>
</tr>
<tr>
<td>Sterling Computers</td>
<td>$147,112.35</td>
</tr>
</tbody>
</table>

One vendor submitted a bid for labor fees:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Point Networks LLC</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>CDW-G</td>
<td>$0</td>
</tr>
<tr>
<td>Sterling Computers</td>
<td>$0</td>
</tr>
</tbody>
</table>

**FINANCIAL IMPACT:**
The purchase will be split $54,744.50 City and $54,744.50 County. Funds are available in account 301-8699-482.31-07 and projects 859041 and 859042.

**RELATIONSHIP TO STRATEGIC PLAN:**
Relates to Health and Safety

**ALTERNATIVES:**
City Council may approve or reject and provide direction to re-bid at their discretion.

**ATTACHMENTS:**
Resolutions
Service Provider Agreement
RESOLUTION NO. 2020 -

RESOLUTION AWARDING A PURCHASE ORDER TO HIGH POINT NETWORKS LLC OF WEST FARGO, NORTH DAKOTA IN THE AMOUNT OF $104,989.00 FOR THE PURCHASE OF SOPHOS FIREWALL EQUIPMENT (REQUISITION 262456).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that a purchase order be issued to High Point Networks LLC of West Fargo, North Dakota in the amount of $104,989.00 for the purchase of Sophos Firewall Equipment. (Requisition 262456).

PASSED AND APPROVED: July 13, 2020

Robert E. Scott, Mayor

ATTEST: Heidi Farrens, Deputy City Clerk
RESOLUTION NO. 2020 - ______________

RESOLUTION APPROVING A SERVICE PROVIDER AGREEMENT WITH HIGH POINT NETWORKS LLC OF WEST FARGO, NORTH DAKOTA FOR LABOR TO INSTALL SOPHOS FIREWALL EQUIPMENT IN AN AMOUNT NOT TO EXCEED $4,500 (REQUISITION 262456).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that a Service Provider Agreement, a copy of which is attached hereto and by this reference made a part hereof, with High Point Networks LLC of West Fargo, North Dakota for labor to install Sophos Firewall Equipment be and the same is hereby approved in an amount not to exceed $4,500.

BE IT FURTHER RESOLVED that the City Manager and City Clerk be and they are hereby authorized and directed to execute said Service Provider Agreement for and on behalf of the City.

PASSED AND APPROVED: ___ July 13, 2020 ____

Robert E. Scott, Mayor

ATTEST: __________________________
Heidi Farrens, Deputy City Clerk
CITY'S SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made on ________________________ by and between the City of Sioux City, Iowa, a municipal corporation, (hereinafter referred to as "City"), and High Point Networks LLC of West Fargo, ND (hereinafter referred to as "Service Provider").

WITNESSETH: That whereas the City intends to retain the Service Provider to perform certain services for the City (hereinafter referred to as the "Services").

NOW, THEREFORE, the City and Service Provider for the consideration hereinafter set forth agree as follows:

1. The Service Provider shall provide the Services in accordance with this Agreement and the terms and general conditions of the City's Service Provider Agreement, which is attached hereto and hereby made a part of this Agreement.

2. The Services are described as follows:

   RFO#252456: Labor, Installation, On-Site Support and Remote Support for Sophos Hardware Project. Cost shall not exceed $4,500.00. Work shall be completed within eight weeks of letter to proceed.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Service Provider shall furnish Services and the City shall make payment for same in accordance with the Agreement.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first above written.

City of Sioux City Iowa
By: ________________________________
   Robert K. Padmore, City Manager

By: ________________________________
   Tom McDougall
   [Print Name]
   Title: President & CEO

Attest:
By: ________________________________
   Lisa L. McCordie, City Clerk

Attest:
By: ________________________________
   Heather Dyring
   [Print Name]
   Title: Accounting Specialist
GENERAL CONDITIONS OF CITY’S SERVICE PROVIDER AGREEMENT

SECTION 1
SERVICE PROVIDER’S SERVICES

1.1. SERVICE PROVIDER’S SERVICES.

1.1.1. The Service Provider’s services consist only of those Services performed by the Service Provider, Service Provider’s employees and Service Provider’s Service Providers as enumerated in Exhibit “A” of this Agreement (hereinafter, “Services”.)

1.1.2. Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit “A” identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit “A,” unless otherwise approved in writing by the City. However, if the City objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objection, including, if requested by the City, the prompt removal of the individual from the provision of Services to the City. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by the City (such approval not to be unreasonably withheld).

1.1.3. Service Provider warrants to City that Service Provider has sufficient experience and financial resources to complete the Services required by this Agreement.

1.1.4. Service Provider will perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit “A.” The parties agree that time is of the essence with respect to Service Provider’s performance.

1.1.5. Service Provider warrants that it will perform the Services in a diligent and highly professional manner, in accordance with applicable law and through experienced individuals trained to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals and permits appropriate for the provision of Services and deliverables.

1.1.6. Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit “A.” Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that the Service Provider has all power and authority to convey ownership of the Services and deliverables to City in accordance with this Agreement.

1.1.7. City will have a reasonable opportunity (not to exceed thirty (30) days, unless otherwise specified in Exhibit “A” to review all deliverables or Services provided to the City under this Agreement. If the City informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and resubmit them to the City for review and approval. Service Provider will not charge the City for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, the Service Provider will promptly refund any amounts previously paid by the City for work not performed in accordance with this Agreement. Nothing in this clause 1.1.5. will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit “A.”
1.2. ADDITIONAL SERVICES.

1.2.1. Service requested by the City which is not described on Exhibit "A" as part of the Service Provider's services shall be considered as additional services of the Service Provider for which Service Provider may request additional compensation to be paid. The Service Provider shall not perform additional services requiring additional compensation without a written order to do so signed by the Project Manager which contains a mutually agreeable amount of additional compensation for the work. Any work performed by the Service Provider for which a written order with a stated amount of compensation has not been issued shall be conclusively presumed to be part of the Service Provider's Services as set forth in Exhibit "A".

1.2.2. If Exhibit "A" contains provisions for contingent basic services, such services shall not be performed without a written order to perform the work signed by the Project Manager.

SECTION 2
CITY'S RESPONSIBILITIES

2.1. The City shall provide full information regarding requirements for the Services, including a program which shall set forth the City's objectives, schedule, constraints and criteria, including any special requirements, any previous reports or data relative to the Services, flexibility, and expendability of the Services. The City may request the assistance of the Service Provider to define the scope of information needed.

2.2. The City shall establish and update an overall budget for the Services, and the City's other costs and reasonable contingencies related to all of these costs. The City may request the assistance of the Service Provider to estimate Service costs.

2.3. The City shall designate a city representative as the "Project Manager" authorized to act on the City's behalf with respect to the Services. The City or such authorized city representative shall render decisions and inform the Service Provider of the same in a timely manner pertaining to questions or documents submitted by the Service Provider in order to avoid unreasonable delay in the orderly and sequential progress of the Service Provider's Services.

2.4. City may require and Service Provider shall execute, as part of its Services hereunder, any certificates or certifications customarily, commonly, or reasonably required by services of this type. The proposed language of any certificates or certifications requested of the Service Provider or Service Provider's Service Providers shall be submitted to the Service Provider for review and approval at least 14 days prior to execution. The City shall not request certifications beyond the scope of Service Provider's Services under this Agreement.

2.5. Notwithstanding anything to the contrary in this Article 2, the City shall be required to furnish information or services described in this Article 2 only to the extent that such information or service is both reasonably required and actually requested by Service Provider in order to perform Service Provider's Services under this Agreement.

SECTION 3
OWNERSHIP AND USE OF DOCUMENTS

3.1. All deliverables to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Service Provider in the performance of Services hereunder (collectively, "Work Product") will be owned exclusively by the City, including all proprietary and
intellectual property rights therein. To the extent not automatically vested in the City, Service Provider hereby assigns to the City all right, title and interest in and to the Work Product, including, without limitation, copyright, patent and trade secret rights. Upon the City’s request, Service Provider will execute any additional documents necessary for the City to perfect its ownership rights.

3.2 Notwithstanding the foregoing, Service Provider will retain ownership of all pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product.

3.3. Copies of City furnished data that may be relied upon by Service Provider are limited to the printed copies (also known as hard copies) that are delivered to the Service Provider. Files in electronic media format of text, data, graphics, or of other types that are furnished by City to Service Provider are only for convenience of Service Provider. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk.

SECTION 4
SERVICE PROVIDER’S CLAIMS AND ARBITRATION

4.1. If any instruction or decision by the Project Manager gives rise to a claim by the Service Provider for additional compensation or time to complete the Services, such claim shall be made in writing to the Project Manager. The claim shall state the amount of additional compensation or time requested and the reasons for the claim. The claim must be filed within ten days of the decision or instruction by the Project Manager giving rise to the claim or it shall be deemed waived by the Service Provider and shall not be subject to any arbitration or litigation.

4.2. In the case of a claim made by the Service Provider, the Project Manager shall confer with Service Provider for the purpose of resolving the claim by mutual agreement. If the parties are able to agree, the Project Manager shall reduce the agreement to writing and it must be signed by both parties to be effective. If the parties are unable to agree the Project Manager shall render a decision in writing. The Project Manager shall make their decision and provide a copy thereof to the Service Provider within ten days of the filing of the claim.

4.3. The decision of the Project Manager shall be final and binding upon the Service Provider unless the Service Provider appeals the decision of the Project Manager to the City Council. Such appeal shall be taken within seven days from the Project Manager’s decision by filing with the City Clerk a request for review of the Project Manager’s decision and full statement of the facts surrounding the claim and the amount of the claim. The City Council shall fix a date, time and place to hear the matter, which date shall be not less than eleven days from receipt of the request for review. If the matter is not heard within eleven days or a decision not rendered by the City Council within seven days of the hearing, the claim shall automatically be deemed denied by the City Council.

4.4. The decision of the City Council shall be final and binding upon the Service Provider unless within one month from the date of the decision of the City Council or such additional time as the City may agree upon, the City and the Service Provider agree in writing to arbitration or the Service Provider files suit in Woodbury County, Iowa District Court in Sioux City, Iowa.

4.5. All time limits herein may be extended or shortened by agreement between the City and the Service Provider.
Any other dispute not involving additional compensation or time to complete the Project shall be brought to the attention of the City or the Service Provider in writing as soon as the party becomes aware a dispute exists. The Project Manager shall confer with the Service Provider for the purpose of resolving the dispute by mutual agreement. If the parties are able to agree, the Project Manager shall reduce the agreement to writing and it must be signed by both parties to be effective. If the parties are unable to agree, the Project Manager shall render a decision in writing. The Project Manager shall make the decision and provide a copy thereof to the Service Provider within ten days of the presentation of the dispute. Thereafter, the provisions of paragraphs 4.3 and 4.4. shall apply.

All claims, disputes and other matters in question between the City and the Service Provider, arising out of or relating to this Agreement or the breach thereof, may be decided by mediation or arbitration, only if the City and the Service Provider can mutually agree in writing upon the time, places, mediators or arbitrators, and various rules of mediation or arbitration conduct, any other paragraph, law or rule to the contrary notwithstanding.

SECTION 5
TERMINATION, SUSPENSION OR ABANDONMENT

5.1. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2. If the Services are suspended by the City for more than 30 consecutive days, the Service Provider shall be compensated for Services performed prior to notice of such suspension. When the Services are resumed, the Service Provider's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Service Provider's services.

5.3. This Agreement may be terminated by the City upon not less than seven days' written notice to the Service Provider in the event that the Project is permanently abandoned. If the Project is abandoned by the City for more than 90 consecutive days, the Service Provider may terminate this Agreement by giving written notice.

5.4. Failure of the City to make payments to the Service Provider in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

5.5. This Agreement may also be terminated by the City upon seven days written notice, without regard to any fault or failure to perform by any party, and solely for the City's convenience. In the event of such termination, the Service Provider shall be paid compensation in the same manner as set out in paragraph 5.7, and City shall have no further liability for compensation expenses, or fees to Service Provider hereunder except as set out under paragraph 5.8.

5.6. If the City fails to make payment when due the Service Provider for Services, the Service Provider may, upon seven days' written notice to the City, suspend performance of Services under this Agreement. Unless payment in full is received by the Service Provider within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, the Service Provider shall have no liability to the City for delay or damage caused the City because of such suspension of Services.
5.7. In the event of termination not the fault of the Service Provider, the Service Provider shall be compensated for Services performed prior to termination, together with reimbursable expenses incurred and due and termination expenses.

5.8. In the event of any termination under this Article 5, the Service Provider consents to City's selection of another Service Provider of City's choice to assist the City in any way in completing the Project. Service Provider further agrees to cooperate and provide any information requested by City in connection with the completion of the Project. Any services provided by Service Provider which are requested by City after termination shall be fairly compensated by City.

5.9. In the event of termination due to the failure of the Service Provider to abide by the provisions of this agreement, the City may at its option:

5.9.1. Compensate the Service Provider for all Services satisfactorily performed prior to date of termination plus all reimbursable expenses directly associated therewith, and proceed with the Project utilizing the services of other Service Providers, reserving unto itself the right to seek from the Service Provider any damages it may be lawfully entitled to receive.

5.10. In the event of termination, regardless of cause, the Service Provider shall deliver to the City all documents as specified in Paragraph 3.1 for which the City has compensated the Service Provider.

5.11. Termination expenses are in addition to compensation for Services, and include expenses which are directly attributable to termination. Termination expenses shall be actual out-of-pocket costs or expenses incurred by Service Provider as a result of termination not the Service Provider's fault.

SECTION 6
MISCELLANEOUS PROVISIONS

6.1. This Agreement shall be governed by the laws of the State of Iowa.

6.2. The Woodbury County, Iowa, District Court shall have jurisdiction over any litigation between the City and Service Provider over any matter arising out of this Agreement.

6.3. This is a contract for services. Therefore, City shall not be bound to the successors, executors, administrators, assigns or legal representatives of the Service Provider in respect to the covenants and obligations of this Agreement absent specific written agreement to be so bound.

6.4. Neither City nor the Service Provider shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent Service Provider from employing such independent Service Providers, associates, and subcontractors as it may deem appropriate to assist him in the performance of services hereunder.

6.5. This Agreement represents the entire and integrated agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Service Provider.
6.6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either City or Service Provider.

6.7. Service Provider shall have the right to include representations of the Services, among the Service Provider's promotional and professional materials. Service Provider's materials shall not include City's confidential or proprietary information if City has previously advised the Service Provider in writing of the specific information considered by City to be confidential or proprietary. Service Provider shall not use the design materials in any way which may jeopardize City's entitlement to state or federal funds.

6.8. Service Provider agrees to assist and cooperate with City in any arbitration or litigation involving another person and arising out of services performed by Service Provider under this Agreement. City agrees to pay Service Provider for all services rendered in accordance with the provisions of Paragraph 8.2.3.3. If, however, negligence by Service Provider is found to exist by the factfinder, City shall have no obligation to reimburse Service Provider for services rendered in defending that allegation.

6.9. Neither the Project Manager nor City's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and Service Provider shall be and remain liable to City in accordance with applicable law for all damages to City caused by Service Provider's negligent performance of any of the services furnished under this Contract.

6.10. The rights and remedies of City provided for under this contract are in addition to any other rights and remedies provided by law.

6.11. Both parties shall be absolved from liability for any act, omission, or circumstances occasioned by any cause whatsoever not within the control of the party affected thereby and which such party could not, by reasonable diligence, have avoided. Such acts, omissions, or circumstances, however, shall not relieve such party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the caused relied on. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties.

6.13. All Services described on Exhibit "A" under basic services shall be completed by the time specified in Exhibit "A". If additional services are requested which delay Service Provider in meeting any of these dates, Service Provider shall be entitled to more time to complete the Services specified.

6.14. Service Provider shall not be responsible for the acts or omissions of City, City's other Service Providers, contractors, and subcontractors, any of their agents or employees, or any other persons performing any of the work other than those parties identified in Section 1.1.1. above.

6.15. It is recognized that neither the Service Provider nor the City has control over the cost of labor materials or equipment, over the Service Provider's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Service Provider cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the City, if any, or from any other cost estimate prepared by the Service Provider. However, if the Service
Provider's Services require the project to be designed within a set budget, Service Provider shall be required to re-design the project to bring the cost within the budget at no additional expense to the City.

6.16 In the case of a conflict between the provisions herein and any other attachment to this Agreement, the provisions set forth above will govern, unless otherwise specifically agreed to in writing.

SECTION 7
INSURANCE AND INDEMNIFICATION

7.1. The Service Provider shall procure and maintain during the term of this Agreement and subject to availability and at a comparable price for two years thereafter professional liability [errors and omissions] insurance in the amount of $1,000,000.00.

7.2. The Service Provider shall secure and maintain such insurance policies as will protect Service Provider from claims for bodily injuries, death or property damage which may arise from the performance of any work under this Agreement. The following insurance policies are required:

7.2.1 Statutory Workers’ Compensation – A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:
   (a) Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
   (b) Employer’s Liability Insurance with the following limits:
       Bodily injury by accident each accident..........................$500,000
       Bodily injury by disease each accident..........................$500,000
       Bodily injury by disease policy limit..............................$500,000

7.2.2 Comprehensive General Liability
   (a) Occurrence.................................................................. $1,000,000
   (b) Aggregate .................................................................. $2,000,000
   (c) Personal and Advertising Injury Limit.......................... $1,000,000
   (d) Products Completed Operations Aggregate Limit .......... $2,000,000
   (e) Fire Damage Limit (any one fire) ................................. $50,000
   (f) Medical Damage Limit (any one person) ......................... $5,000

7.2.3 Automobile Public Liability and Property Damage
   (a) Combined Single Limit .................................................. $1,000,000

7.2.4 Umbrella Policy
       $2,000,000

7.3. Certificates of Insurance acceptable to the City indicating insurance required by this Article in force shall be filed with the City prior to commencing any work hereunder. These certificates shall contain a provision that coverage under these policies shall not be canceled until at least thirty days’ prior written notice has been given to the City. The City shall be named an additional insured on the Certificate of Insurance for the Comprehensive General Liability and Automobile coverage and Umbrella Liability. All policies will be primary and non-contributory.

7.4. Service Provider shall indemnify and save City harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment designed by Service Provider or from the use of any process designed by Service Provider
or effected by said apparatus or equipment, and Service Provider shall indemnify and save City harmless from and against all costs, counsel fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that City shall promptly transmit to Service Provider all papers served on City in any suit involving such claim of infringement, and provided further, that City permits Service Provider to have entire charge and control of the defense of any such suit.

7.5. Service Provider will indemnify, hold harmless and defend the City, its elected officials, officers, employers, and agents against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expense (including attorney fees) arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider’s or Service Provider’s employee, agent, Service Provider or contractor’s negligent, willful or unlawful acts or omissions or breach of Agreement or (ii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

SECTION 8
PAYMENTS TO THE SERVICE PROVIDER

8.1. REIMBURSABLE EXPENSES.

8.1.1. Reimbursable expenses are actual expenses incurred by the Service Provider and Service Provider’s employees and Service Providers in the interests of the Project, as identified in Exhibit "A" or as agreed for additional services. If reimbursable expenses are not itemized on Exhibit "A", no charge for reimbursable expenses may be made by the Service Provider for basic services.

8.2. METHOD OF PAYMENTS FOR SERVICES AND EXPENSES OF SERVICE PROVIDER.

8.2.1. City shall pay Service Provider for basic services performed as described on Exhibit "A", a maximum amount as set forth on Exhibit "A". Exhibit "A", "Service Provider’s Project Budget" attached hereto, which is a part of this Agreement, sets forth the costs of services, special Service Providers, a reimbursable expenses budget, and a grand total. Billings for services shall be on the basis of the charges set forth therein. The absolute maximum amount payable to the Service Provider for the basic services contemplated by the Agreement is the total sum stated on Exhibit "A". Service Provider assumes complete responsibility for the accuracy of the budget. City is entitled to any savings in the budgeted figures realized during the course of the Project.

8.2.2. City shall pay Service Provider for contingent basic services performed as described on Exhibit "A", under the heading of "Description of Contingent Basic Services", if any, a maximum amount as set forth on Exhibit "A". Exhibit "A", "Service Provider’s Project Budget" under the heading "Contingent Basic Services Fee" attached hereto, which is a part of this Agreement, and which sets forth the costs of services, special Service Providers, a reimbursable expenses budget and a grand total. If reimbursable expenses are not itemized on Exhibit "A" no charge for reimbursable expenses may be made by the Service Provider for contingent basic services. Billings for services shall be on the basis of the charges set forth therein. The absolute maximum amount payable to the Service Provider for the contingent basic services contemplated by the Agreement is the total sum stated on Exhibit "A". Service Provider assumes complete responsibility for the accuracy of the budget. City is entitled to any savings in the budgeted figures realized during the course of the Project.
8.2.3. Additional Services. In the event additional services are desired by the City, the same shall be requested by written order which shall specify the additional services and maximum charge therefore including any special Service Providers and reimbursable expenses and shall be signed by the Service Provider and Project Manager. City shall pay Service Provider for additional services rendered under Section 1 as follows:

8.2.3.1. For additional services rendered by Service Provider, the charges set forth in Exhibit "B" for basic services shall be the basis for determining the charges for additional services plus agreed upon reimbursable expenses.

8.2.3.2. For additional services and reimbursable expenses of a special Service Provider employed by Service Provider as part of additional services, the amount billed to Service Provider therefor.

8.2.3.3. For the services rendered by principals and employees as Service Providers or witnesses in any litigation, hearing or proceedings in accordance with Paragraph 6.8, at a rate to be negotiated.

8.3. Service Provider shall submit monthly statements for basic and additional services rendered and for allowable reimbursable expenses incurred to the Project Manager based upon actual work completed during the billing period. City shall make prompt monthly payments in response to Service Provider's monthly statements.

8.4. If City fails to make any payment due Service Provider for services and expenses within thirty days after receipt of Service Provider's bill therefor, the amounts due Service Provider shall include a charge at the rate of 1% per month from said thirtieth day, and in addition, Service Provider may, after giving seven days' written notice to City, suspend services under this Agreement until he has been paid in full all amounts due the Service Provider for services and expenses.

SECTION 9
HAZARDOUS ENVIRONMENT

9.1. The City has disclosed to the best of its knowledge to the Service Provider the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material located at, on, or near the site, including type, quantity and location. No additional compensation to perform the services shall be allowed to the Service Provider based upon all disclosed hazardous materials. Service Provider warrants that the Service Provider has given due consideration to the disclosure in preparing Exhibits "A and/or B".

9.2. If there has been no disclosure prior to the date of this agreement, the City represents to the Service Provider that to the best of its knowledge a hazardous environmental condition does not exist.

9.3. If a hazardous environmental condition is encountered or alleged, Service Provider shall have the obligation to notify City and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

9.4. If there has been no disclosure of a known hazardous environmental condition, the Service Provider's scope of service does not include any services related to a hazardous environmental condition. In the event Service Provider or any other party encounters a hazardous environmental condition, Service Provider 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 City: (i) retains appropriate specialist Service Provider(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove
the hazardous environmental condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations.

9.5. If Service Provider's services under this agreement cannot be performed because of a hazard environmental condition, the existence of the condition shall justify Service Provider terminating this agreement for cause on 30 days notice. The provisions of paragraph 5.7 shall apply.
**Sophos Firewall Options**

**Discounted BLOCK Amount - $2000 - Option 3**

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*Optional Amount: $1,900.00

**Discounted BLOCK Amount - $5000 - Option 3**

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**Discounted BLOCK Amount - $10000 - Option 3**

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**Shipping**

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**Quote Summary**

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<td>Module Options</td>
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Total: $89,598.00

*Optional Items

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Optional Subtotal: $115,347.00
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 07/01/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
CARLSON & ASSOCIATES
BOX 580
BARNESVILLE MN 56514

**CONTACT NAME:** MARK CARLSON
**PHONE:** 218-354-2151
**FAX:** 218-354-2309
**E-MAIL ADDRESS:** SERVICE@CARLSONINS.NET

**INSURED**
HIGH POINT NETWORKS, LLC
728 E BEATON DR. STE 200
WEST FARGO ND 58078

**INSURER(A):** HARTFORD FIRE INSURANCE COMPANY
**NAIC #:**

**INSURER(B):** TRUMBULL INSURANCE COMPANY
**INSURER(C):** HARTFORD CASUALTY INSURANCE COMPANY
**INSURER(D):** MULTIPLE CARRIERS - THE HARTFORD
**INSURER(E):**

**COVERAGE(S):**

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**REVISION NUMBER:**

**COVERAGE(S):**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY FURNISH THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

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<tr>
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<td>B</td>
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<td>C</td>
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<td>D</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>A</td>
<td>CYBER LIABILITY TECHNOLOGY &amp; OTHER</td>
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<td>02/01/2020</td>
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**DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

City of Sioux City is considered an additional insured on policy # 33UUNFG5283 (general liability & auto) per attached form # HG 00 01 09 16 along with primary & noncontributory endorsement.

City of Sioux City is considered an additional insured when entering signed contract on policy # 34RHUGF525 (umbrella) per form # XL00030916

**CERTIFICATE HOLDER**
CITY OF SIOUX CITY
PO BOX 447
SIOUX CITY IA 51102

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "covered" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this Insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limit Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:
(1) Professional health care services such as:
   (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
   (b) Any health or therapeutic service, treatment, advice or instruction; or
   (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:
   (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
   (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions
This insurance does not apply to:

a. Expected Or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement;

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability
"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability
"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:
(a) Employment by the Insured; or
(b) Performing duties related to the
conduct of the Insured's business; or

(2) The spouse, child, parent, brother or sister
of that "employee" as a consequence of
Paragraph (1) above.

This exclusion applies:

(1) Whether the Insured may be liable as an
employer or in any other capacity; and

(2) To any obligation to share damages with
or repay someone else who must pay
damages because of the injury.

This exclusion does not apply to liability
assumed by the Insured under an "insured
contract".

f. Pollution

(1) "Bodily Injury" or "property damage"
arising out of the actual, alleged or
threatened discharge, dispersal, seepage,
migration, release or escape of
"pollutants":

(a) At or from any premises, site or
location which is or was at any time
owned or occupied by, or rented or
leased to, any Insured. However, this
subparagraph does not apply to:

(i) "Bodily injury" if sustained within a
building and caused by smoke,
lumes, vapor or soot produced by
or originating from equipment that
is used to heat, cool or dehumidify
the building, or equipment that is
used to heat water for personal
use, by the building's occupants or
their guests;

(ii) "Bodily injury" or "property damage"
for which you may be held liable, if
you are a contractor and the owner
or lessee of such premises, site or
location has been added to your
policy as an additional insured with
respect to your ongoing operations
performed for that additional
insured at that premises, site or
location and such premises, site or
location is not and never was
owned or occupied by, or rented or
leased to, any insured, other than
that additional insured; or

(iii) "Bodily injury" or "property damage"
arising out of heat, smoke or lumens
from a "hostile fire";

(b) At or from any premises, site or
location which is or was at any time
used by or for any Insured or others for
the handling, storage, disposal,
processing or treatment of waste;

(c) Which are or were at any time
transported, handled, stored, treated,
disposed of, or processed as waste by
or for:

(i) Any Insured; or

(ii) Any person or organization for
whom you may be legally
responsible;

(d) At or from any premises, site or
location on which any Insured or any
contractors or subcontractors working
directly or indirectly on any Insured's
behalf are performing operations if the
"pollutants" are brought on or to the
premises, site or location in connection
with such operations by such Insured,
contractor or subcontractor. However,
this subparagraph does not apply to:

(i) "Bodily injury" or "property damage"
arising out of the escape of fuels,
lubricants or other operating fluids
which are needed to perform the
normal electrical, hydraulic or
mechanical functions necessary for
the operation of "mobile equipment"
or its parts, if such fuels, lubricants
or other operating fluids escape
from a vehicle part designed to
hold, store or receive them. This
exception does not apply if the
"bodily injury" or "property damage"
arises out of the intentional
discharge, dispersal or release of
the fuels, lubricants or other
operating fluids, or if such fuels,
lubricants or other operating fluids
are brought on or to the premises,
site or location with the intent that
they be discharged, dispersed or
released as part of the operations
being performed by such Insured,
contractor or subcontractor;

(ii) "Bodily injury" or "property damage"
sustained within a building and
caused by the release of gases,
lumes or vapors from materials
brought into that building in
connection with operations being
performed by you or on your behalf
by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage"
arising out of heat, smoke or lumens
from a "hostile fire"; or

(e) At or from any premises, site or
location on which any Insured or any
contractors or subcontractors working
directly or indirectly on any Insured's
behalf are performing operations if the
operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:
(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants". However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:
(1) A watercraft while afloat on premises you own or rent;
(2) A watercraft you do not own that is:
   (a) Less than 51 feet long; and
   (b) Not being used to carry persons for a charge;
(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(5) "Bodily injury" or "property damage" arising out of:
   (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
   (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exclusion does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:
(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunt activity.

i. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly, out of:
(1) War, including undeclared or civil war;
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:
(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,
enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

(2) Premises you own, give away or abandon, if the “property damage” arises out of any part of those premises;

(3) Property leased to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to “property damage” arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to “property damage” to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazardous activity”.

m. Damage To Impaired Property Or Property Not Physically Injured

“Property damage” to “impaired property” or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) “Your product”;

(2) “Your work”; or

(3) “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

“Bodily injury” arising out of “personal and advertising injury”.

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.
However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at work or any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

"Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any research, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through m. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages.

However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or
settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another
   "Personal and advertising injury" arising out of an offense committed by, at the direction of, or with the consent or acquiescence of the insured with the expectation of inducing "personal and advertising injury".

b. Material Published With Knowledge Of Falsity
   "Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period
   "Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts
   "Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability
   "Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract
   "Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements
   "Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices
   "Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights
   (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
   (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:
   (a) Copyright;
   (b) Slogan; or
   (c) Title of any literary or artistic work; or
   (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses
   "Personal and advertising injury" committed by an insured whose business is:
   (1) Advertising, broadcasting, publishing or telecasting;
   (2) Designing or determining content of web sites for others; or
   (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b., and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards
   "Personal and advertising injury" arising out of an electronic chatroom or bulletin board the
insured hosts, owns, or over which the insured exercises control.

1. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metadata, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

l. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.
This exclusion applies:

1. Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

2. Whether the insured may be liable as an employer or in any other capacity; and

3. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

1. "Personal and advertising injury" arising out of the "asbestos hazard".

2. Any damages, judgments, settlements, loss, costs or expenses that:
   a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
   b. Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard";
   c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person’s or organization’s confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

   a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
      (1) On premises you own or rent;
      (2) On ways next to premises you own or rent; or
      (3) Because of your operations;
      provided that:
      (1) The accident takes place in the "coverage territory" and during the policy period;
      (2) The expenses are incurred and reported to us within three years of the date of the accident; and
      (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

   b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
      (1) First aid administered at the time of an accident;
      (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
      (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

   We will not pay expenses for "bodily injury":
   a. Any Insured
      To any insured, except "volunteer workers".
   b. Hired Person
      To a person hired to do work for or on behalf of any insured or a tenant of any insured.
   c. Injury On Normally Occupied Premises
      To a person injured on that part of premises you own or rent that the person normally occupies.
   d. Workers Compensation And Similar Laws
      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
   e. Athletics Activities
      To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
f. Products-Completed Operations Hazard
   Included within the "products-completed operations hazard".

g. Coverage A Exclusions
   Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
   These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract":
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         a. Cooperate with us in the investigation, settlement or defense of the "suit";
         b. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         c. Notify any other insurer whose coverage is available to the indemnitee; and
         d. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         a. Obtain records and other information related to the "suit"; and
         b. Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.
SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insured, but only with respect to the conduct
   of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and
   their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but
   only with respect to the conduct of your business. Your managers are insureds, but
   only with respect to their duties as your managers.

d. An organization other than a partnership, joint
   venture or limited liability company, you are
   an insured. Your "executive officers" and
   directors are insureds, but only with respect to
   their duties as your officers or directors. Your
   stockholders are also insureds, but only with
   respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are
   also insureds, but only with respect to their
   duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

   Your "volunteer workers" only while
   performing duties related to the conduct
   of your business, or your "employees", other
   than either your "executive officers" (if you are
   an organization other than a partnership, joint
   venture or limited liability company) or your
   managers (if you are a limited liability
   company), but only for acts within the scope
   of their employment by you or while
   performing duties related to the conduct of
   your business.

   However, none of these "employees" or
   "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising
       injury":

       (a) To you, to your partners or members (if
           you are a partnership or joint venture),
           to your members (if you are a limited
           liability company), to a co-"employee"
           while in the course of his or her
           employment or performing duties
           related to the conduct of your
           business, or to your other "volunteer
           workers", while performing duties
           related to the conduct of your
           business;

       (b) To the spouse, child, parent, brother or
           sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to
   share damages with or repay someone
   else who must pay damages because
   of the injury described in Paragraphs
   (1)(a) or (1)(b) above; or

(d) Arising out of his or her providing or
   failing to provide professional health
   care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs (1)(a), (1)(b) and (1)(c)
    above do not apply to any "employee" or
    "volunteer worker" providing first aid
    services; and

(b) Subparagraph (1)(d) above does not apply
to any nurse, emergency medical
   technician or paramedic employed by
   you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the case, custody or
   control of, or over which physical
   control is being exercised for any
   purpose by

   you, any of your "employees", "volunteer
   workers", any partner or member (if you
   are a partnership or joint venture), or any
   member (if you are a limited liability
   company).

b. Real Estate Manager

   Any person (other than your "employee" or
   "volunteer worker"), or any organization while
   acting as your real estate manager.

c. Temporary Custodians Of Your Property

   Any person or organization having proper
   temporary custody of your property if you die,
   but only:

   (1) With respect to liability arising out of the
       maintenance or use of that property; and

   (2) Until your legal representative has been
       appointed.

d. Legal Representative If You Die

   Your legal representative if you die, but only
   with respect to duties as such. That
   representative will have all your rights and
   duties under this Coverage Part.

e. Unnamed Subsidiary

   Any subsidiary, and subsidiary thereof, of
   yours which is a legally incorporated entity
   of which you own a financial interest of more
   than 50% of the voting stock on the effective
date of the Coverage Part.
The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry passengers for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-employee of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazards".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessees Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessees Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or emissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or emissions of those acting on your behalf:

(1) In the performance of your ongoing operations;
(2) In connection with your premises owned by or rented to you; or
(3) In connection with "your work" and included within the "products-completed operations hazard"; but only if
(a) The written contract or agreement requires you to provide such coverage to such additional insured; and
(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:
(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
(2) If coverage provided to the additional insured is required by the contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
"bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.
This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay
The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(a) Insureds;
b) Claims made or "suits" brought; or
c) Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit
The General Aggregate Limit is the most we will pay for the sum of:
(a) Medical expenses under Coverage C;
b) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
c) Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit
The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit
Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit
Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
(a) Damages under Coverage A; and
(b) Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit
Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightening or explosion, while rented to you or temporarily occupied by you with permission of the owner.
In the case of damage by fire, lightning or explosion, the Damage To Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 6. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at his own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;
(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an Insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant’s legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This Insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work);

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner.

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.
Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insured

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the
nonrenewal not less than 30 days before the
expiration date.

If notice is mailed, proof of mailing will be
sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public
dissemination of information or images that has
the purpose of inducing the sale of goods,
products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread
      public distribution.

However, "advertisement" does not include:
   a. The design, printed material, information or
      images contained in, on or upon the
      packaging or labeling of any goods or
      products; or
   b. An interactive conversation between or
      among persons through a computer network.

2. "Advertising Idea" means any idea for an
   "advertisement".

3. "Asbestos hazard" means an exposure or
   threat of exposure to the actual or alleged
   properties of asbestos and includes the mere
   presence of asbestos in any form.

4. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer
      designed for travel on public roads, including
      any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a
      compulsory or financial responsibility law or
      other motor vehicle insurance law where it is
      licensed or principally garaged.

   However, "auto" does not include "mobile
   equipment".

5. "Bedlily Injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the
   above, mental anguish or death at any time.

6. "Coverage territory" means:
   a. The United States of America (including its
      territories and possessions), Puerto Rico and
      Canada;
   b. International waters or airspace, but only if
      the injury or damage occurs in the course of
      travel or transportation between any places
      included in a. above; or
   c. All other parts of the world if the injury or
      damage arises out of:
      (1) Goods or products made or sold by you in
          the territory described in a. above;
      (2) The activities of a person whose home is
          in the territory described in a. above, but is
          away for a short time on your business; or
      (3) "Personal and advertising injury" offenses
          that take place through the Internet or
          similar electronic means of communication
          provided the insured's responsibility to pay
          damages is determined in the United States of
          America (including its territories and
          possessions), Puerto Rico or Canada, in a "suit" on
          the merits according to the substantive law in
          such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker".
   "Employee" does not include a "temporary
   worker".

8. "Employment-Related Practices" means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts
      or omissions, such as coercion, demotion,
      evaluation, reassignment, discipline,
      defamation, harassment, humiliation,
      discrimination or malicious prosecution
      directed at that person.

9. "Executive officer" means a person holding any
   of the officer positions created by your charter,
   constitution, by-laws or any other similar
   governing document.

10. "Hostile fire" means one which becomes
    uncontrollable or breaks out from where it was
    intended to be.

11. "Impaired property" means tangible property,
    other than "your product" or "your work", that
    cannot be used or is less useful because:
    a. It incorporates "your product" or "your work"
       that is known or thought to be defective,
       deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a
        contract or agreement;

    If such property can be restored to use by the
    repair, replacement, adjustment or removal of
    "your product" or "your work", or your fulfilling
    the terms of the contract or agreement.

12. "Insured contract" means:
    a. A contract for a lease of premises. However,
       that portion of the contract for a lease of
       premises that indemnifies any person or
       organization for damage by fire, lightning or
       explosion to premises while rented to you or
       temporarily occupied by you with permission
       of the owner is subject to the Damage to
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto";
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   b. Vehicles maintained for use solely on or next to premises you own or rent;
   c. Vehicles that travel on crawler treads;
   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      (1) Power cranes, shovels, loaders, diggers or drills;
      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
   e. Vehicles not described in a, b, c, or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment;
      (2) Cherry pickers and similar devices used to raise or lower workers;
   f. Vehicles not described in a, b, c, or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   (1) Equipment designed primarily for:
      (a) Snow removal;
      (b) Road maintenance, but not construction or resurfacing;
      (c) Street cleaning;
(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, acid, fumes, acids, alkalies, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except;

1. Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninsured equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and application software, hard or floppy disks, CD-
ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who
   a. Is not your "employee";
   b. Donates his or her work;
   c. Acts at the direction of and within the scope of duties determined by you; and
   d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":
   a. Means:
      (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
         (a) You;
         (b) Others trading under your name; or
         (c) A person or organization whose business or assets you have acquired; and
      (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
      (2) The providing of or failure to provide warnings or instructions.
   c. Does not include vending machines or other property rented to or leased for the use of others but not sold.

25. "Your work":
   a. Means:
      (1) Work or operations performed by you or on your behalf; and
      (2) Materials, parts or equipment furnished in connection with such work or operations.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
      (2) The providing of or failure to provide warnings or instructions.
UMBRELLA LIABILITY POLICY PROVISIONS

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford Financial Services Group Inc. shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meaning. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

SECTION I - COVERAGE
INSURING AGREEMENTS

A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in Section IV - LIMITS OF INSURANCE.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section II - INVESTIGATION, DEFENSE, SETTLEMENT.

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:

a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and

b. Prior to the "policy period", no insured listed under Paragraph A. of Section III - Who is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that

the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph A. of Section III - Who is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

B. Exclusions

This policy does not apply to:

1. Pollution

Any obligation:

a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or

b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:

i. By reason of any such claim or suit or any such injury or damage; or

ii. In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

a. Pollutants;

b. Contaminants;
c. Irritants; or

d. Toxic substances;

Including:

Smoke;
Vapors;
Soot;
Fumes;
Acids;
Alkalis;
Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

EXCEPTION

This exclusion does not apply:

a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or

b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception b. does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

(b) Otherwise in the course of transit by or on behalf of the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon any "auto";

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

a. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

b. The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any following equipment:

i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and

ii. Cherry pickers and similar vehicles mounted on automobile or truck chassis and used to raise or lower workers.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto".
covered by the "underlying insurance" if:

a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto", and

b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

2. Workers Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

4. Personal And Advertising Injury

This policy does not apply to "personal and advertising injury".

EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage provided under this policy apply to any claim or "suit" to which "underlying insurance" does not apply.

Any coverage restored by this EXCEPTION applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

5. Underlying Insurance

Any injury or damage:

a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or

b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of any aircraft:

a. Owned by any "insured"; or

b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to aircraft that is:

a. Hired, chartered or loaned with a paid crew; but

b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

7. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

a. Watercraft you do not own that is:

(1) Less than 51 feet long, and

(2) Not being used to carry persons or property for a charge;

b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or

c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

8. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war; or
b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Damage To Property

"Property damage" to property you own.

10. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

11. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

12. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

13. Recall Of Products, Work Or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

14. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Employer Liability

Coverage afforded any of your "employees" for "bodily injury" or "personal and advertising injury":

a. To other "employees" arising out of and in the course of their employment;

b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee".

c. To you or, any of your partners or members, (if you are a partnership, joint venture), or your members (if you are a limited liability company); or

d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs a. and b. of this exclusion apply:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

EXCEPTION

Subparagraphs a. and b. of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Schedule of Underlying Insurance Policies.

16. Property Damage To Employee's Property

Coverage afforded any of your "employees" for "property damage" to property owned or occupied by or rented or loaned to:

a. That "employee";

b. Any of your other "employees";

c. Any of your partners or members (if you are a partnership or joint venture); or

d. Any of your members (if you are a limited liability company).
17. Uninsured Or Underinsured Motorists

Any claim for:

a. Uninsured or Underinsured Motorists Coverage;

b. Personal injury protection;

c. Property protection;

d. Any similar no-fault coverage by whatever name called;

Unless this policy is endorsed to provide such coverage.

18. Employment Practices Liability

a. Any injury or damage to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person’s employment;

(c) Employment-related practices, policies, acts or omissions, such as but not limited to: coercion, defamation, evaluation, reassignment, discipline, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person, as a consequence of any injury or damage to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

i. Whether the injury-causing event described in part (1) above occurs before employment, during employment or after employment of that person;

ii. Whether the “insured” may be liable as an employer or in any other capacity; and

iii. To any obligation to share “damages” with or repay someone else who must pay “damages” because of the injury.

19. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-408 (commonly referred to as the Revision Act of 1974), or any amendments to them.

20. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or

b. Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or

c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

21. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or loading or unloading of any "auto" or "mobile equipment" while being used in any:

a. Prearranged or organized racing, speed or demolition contest;

b. Stunting activity; or

c. Preparation for any such contest or activity.

22. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

a. Any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit
monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

23. Limited Underlying Coverage

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

a. an "underlying insurance" policy or policies specifically provides coverage; but

b. because of a provision within the "underlying insurance" such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Schedule of Underlying Insurance Policies.

24. Recording And Distribution Of Material Or Information In Violation Of Law

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

1. For which no coverage is provided under any "underlying insurance"; or

2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period",

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;

2. May make such investigation and settlement of any claim or "suit" as we deem expedient;

3. Will pay all expenses incurred by us, all court costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured;

4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;

5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed $500 per day per "insured";
and the amounts so incurred, except settlement of claims and "suits," are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for your proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.

C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

SECTION III - WHO IS AN INSURED

A. If you are doing business as:

1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.

3. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

B. Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

   a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and

   b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".

2. Any person or organization with whom you agreed, because of a written contract, written agreement, or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and

b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or

c. Beyond the period of time required by the written contract or written agreement.

3. Any person or organization having proper temporary custody of your property if you die, but only:

   a. With respect to liability arising out of the maintenance or use of that property; and

   b. Until your legal representative has been appointed.

4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.

C. With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".

D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain
financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;

2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

E. Each person or organization, not included as an "insured" in Paragraphs A, B, C, or D, who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

(i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and

(ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

SECTION IV - LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made or "suits" brought;
3. Persons or organizations making claims or bringing "suits"; or
4. Coverages under which damages are covered under this policy.

B. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":

1. Because of injury or damage included within the "products-completed operations hazard";
2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
3. Because of "bodily injury" and "property damage" arising out of the ownership, operations, maintenance, use, or entrustment to others, loading or unloading of any "auto".

C. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".

D. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.

E. Subject to B., C., or D above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".

F. Our obligations under this insurance end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

G. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

A. The insurance does not apply:

1. To "bodily injury" or "property damage";

   a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured
under any such policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:

a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured";

c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(1) Any "nuclear reactor";

(2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";

(3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 235 or any combination thereof, or more than 250 grams of uranium 233;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION VI - CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with Item 5 of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations shall become due and payable by such Named Insured.

If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.
B. Inspection And Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
   a. You or any additional insured that is an individual;
   b. Any partner, if you or an additional insured are a partnership;
   c. Any manager, if you or an additional insured are a limited liability company;
   d. Any "executive officer" or insurance manager, if you or an additional insured are a corporation;
   e. Any trustee, if you or an additional insured is a trust;
   f. Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

   This duty applies separately to you and any additional insured.

   To the extent possible, notice should include:
   a. How, when and where the "occurrence" took place;
   b. The names and addresses of any injured persons and witnesses; and
   c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".

2. If a claim is made or "suit" is brought against any insured, you must:
   a. Immediately record the specifics of the claim or "suit" and the date received; and
   b. Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.

3. You and any other involved insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies; 
   b. Authorize us to obtain records and other information;
   c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit";
   d. Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.

4. No insured will, except at that insured's own cost, make or agree to any settlement for a sum in excess of:
   a. The total limits of "underlying insurance"; or
   b. The "self-insured retention" if no "underlying insurance" applies without our consent.

5. No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

D. Assistance And Cooperation Of The Insured

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and
2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

E. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but, we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Appeals

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention," we may elect to make such appeal at our cost and expense. If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
2. Disbursements; and
3. Additional interest incidental to such appeal;
   But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

a. The cost and duty of obtaining any appeal bond;

b. The taxable costs, disbursements and additional interest incidental to such appeal; and

c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

G. Other Insurance

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or

H. Transfer Of Rights Of Recovery Against Others To Us

1. Transfer Of Rights Of Recovery

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

a. Recoveries shall be applied to reimburse:

(1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;

(2) Second, us, along with any other insurers having a quota share interest at the same level;

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

b. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

I. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.
J. Separation Of Insureds
   Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or "suit" is brought.

K. Maintenance Of Underlying Insurance
   Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.
   The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:
   1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
   2. Termination of part or all of one or more of the policies of "underlying insurance";
   3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".
   The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

L. Cancellation
   1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
   2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
      a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
      b. 30 days before the effective date of cancellation if we cancel for any other reason.
   3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date.
   Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.

4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

M. Non-Renewal
   1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
   2. If notice is mailed, proof of mailing will be sufficient proof of notice.
   3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

N. Workers' Compensation Agreement
   With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

O. Bankruptcy Or Insolvency
   In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

P. Representations
   By accepting this policy, you agree:
   a. The statements in the Declarations are accurate and complete;
   b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
   c. The statements in a. and b. are based upon representations you made to us;
   d. We have issued this policy in reliance upon your representations; and
   e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.
SECTION VII - DEFINITIONS

Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

"Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

"Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

"Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants";

(1) That are, or that are contained in any property related to:

a. Being transported or towed by, handled, or transported for movement into, onto or from, any "auto";

b. Otherwise in the course of transit by or on behalf of the "insured";

c. Being stored, disposed of, treated or processed in or upon any "auto";

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto";

or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs b. and c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

(1) The "pollutants" or any property in which the "pollutants" are contained were upset, overturned or damaged as a result of the maintenance or use of the "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

"Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

"Damages" do not include:

1. Fines;

2. Penalties; or

3. Damages for which insurance is prohibited by the law applicable to the construction of this policy.

Subject to the foregoing, "damages" include damages for any of the following which result at any time from "bodily injury" to which this policy applies:

1. Death;

2. Mental anguish;

3. Shock;

4. Disability; or

5. Care and loss of services or consortium.

"Insured" means any person or organization qualifying as an insured in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

"Occurrence" means:

1. With respect to "bodily injury" or "property damage": an accident, including continuous or...
repeated exposure to substantially the same general harmful conditions, and

2. With respect to "personal and advertising injury": an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

"Policy period" means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

"Self-insured retention" means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each occurrence.

"Underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy.

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance." The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: July 13, 2020
ACTION ITEM #: 7A

FROM: Gordon Phair, City Engineer
Katie Schultz, Civil Engineer

SUBJECT: Resolution approving Change Order No. 3, accepting the work, and authorizing final payment to Mark Albenesius, Inc. for the 2020 Phase III Emergency Utility Pavement Repair Project - Grandview Blvd. and 32nd St. (Project No. 7112-519-127).

RECOMMENDATION:
Staff respectfully requests Council approve the resolution approving Change Order No. 3, accepting the work and authorizing final payment in the amount of $10,644.27 now and $11,052.52 in 30 days to Mark Albenesius, Inc. of South Sioux City, Nebraska for the 2020 Phase III Emergency Utility Pavement Repair Project - Grandview Blvd. and 32nd St. (Project No. 7112-519-127).

DISCUSSION:
This project was the result of a watermain break under the intersection of Grandview Boulevard and 32nd Street and included the replacement of the water main, storm sewer infrastructure, and street paving. As a result of the immediate need for emergency repairs to preserve the health and safety of the public, the City Engineer and City Manager signed a ‘Finding of Necessity’ per Iowa Code, Chapter 384.103, which authorizes the City Manager to "accept, enter into, and make payment under a contract for emergency repairs without holding a public hearing and advertising for bids, and the provisions of Chapter 26 [Public Construction Bidding] do not apply."

Contractors were notified on March 13, 2020, and the project was bid on March 20, 2020. Two (2) bids were received for this project. The bids were as follows:

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<tr>
<th>Company</th>
<th>City, State</th>
<th>Base Bid</th>
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<tbody>
<tr>
<td>Mark Albenesius, Inc.</td>
<td>South Sioux City, Nebraska</td>
<td>$179,961.50</td>
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<tr>
<td>KP Construction, Inc.</td>
<td>Sergeant Bluff, Iowa</td>
<td>$446,846.00</td>
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<tr>
<td>Engineer’s Estimate</td>
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<td>$258,248.00</td>
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</table>

The base bid, submitted by Mark Albenesius Inc. of South Sioux City, Nebraska was 30.3% or $78,286.50 below the Engineer’s Estimate of $258,248.00.

The contract was awarded to Mark Albenesius, Inc. of South Sioux City, Nebraska on March 23, 2020 under the authority of the ‘Finding of Necessity’ for a contract amount of $179,961.50. The City Council approved this contract on April 6, 2020 under Resolution No. 2020-0291.
The work has been completed and approved by City staff.

Below is a summary of the project:

**Original Contract Amount: $179,961.50**

**Change Order No. 1 Summary: $15,092.00**
This change order was approved by staff and included additional storm water infrastructure improvements. This change order increased the contract to 8.40% over the original contract amount.

**Change Order No. 2 Summary: $19,000.00**
This change order was approved by Council on May 18, 2020 under Resolution No. 2020-0408 and increased the scope of the Project, adding an emergency repair for a watermain on Riverside Boulevard. The work included the repair of the intake, watermain, and sewer. The private sewer and water services to 1709 Riverside Boulevard were also included in the change order. This change order brought the total contract amount to 18.94% over the original contract amount.

**Change Order No. 3 Summary: $6,996.83**
This change order is for the adjustment of the final quantities on the project to the actual constructed quantities. This change order brought the final cost of the contract to 22.83% over the original contract amount.

**Final Construction Cost: $221,050.33**
The final construction cost for this project is $221,050.33 or 22.83% above the original contract amount.

**FINANCIAL IMPACT:**
This project is funded using CIP 519-127.

**RELATIONSHIP TO STRATEGIC PLAN:**
Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

**ALTERNATIVES:**
Council can choose not to accept the work and staff will go back to the contractor to discuss any issues.

**ATTACHMENTS:**
Resolution
Change Order 3
Final Payment Application
RESOLUTION NO. 2020 - ______________
with attachments


WHEREAS, pursuant to a Finding of Necessity, bids and proposals were received by the City of Sioux City, Iowa, on March 20, 2020, for the 2020 Phase III Emergency Utility Pavement Repair Project - Grandview Blvd and 32nd St. Project, in Sioux City, Iowa, (the Project) together with necessary accessories and appurtenances, all in accordance with the plans and specifications heretofore prepared by the City Engineering Division; and

WHEREAS, on March 23, 2020, Sioux City, Iowa entered into a contract with Mark Albenesius, Inc. for the 2020 Phase III Emergency Utility Pavement Repair Project - Grandview Blvd. and 32nd St. Project within the City as therein described; and

WHEREAS, said Project included Change Order No. 3, a copy of which is attached hereto and by this reference made a part hereof, in the amount of $6,996.83 for the adjustment of the final quantities on the project to the actual constructed quantities; and

WHEREAS, said Change Order No. 3 should be approved; and

WHEREAS, said contractor has satisfactorily completed the construction of the project in accordance with the terms and conditions of said contract and the plans and specifications as shown by the engineer's report filed with the City Clerk on July 13, 2020, and attached hereto and made a part hereof; and

WHEREAS, in accordance with the terms of the contract, the contractor is entitled to final payment, providing no liens have been filed against the work.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

A. That Change Order No. 3 be and the same is hereby approved and the City Manager is hereby authorized and directed to execute said Change Order No. 3 for and on behalf of the City.

B. The said report of the engineer, be, and the same is hereby approved and adopted and the project is hereby approved and accepted as having been fully completed in accordance with the said plans and specifications and contract and the total project cost of the project under said contract is hereby determined to be $221,050.33 as shown in said report of the engineer.
C. The Director of Finance be, and she is hereby authorized and directed to issue a check in the amount of $10,644.27 now and in the amount of $11,052.52 in thirty days provided there are no liens or claims against retainage on file, payable from the appropriate fund in favor of Mark Albenesius, Inc. for the construction of the project.

PASSED AND APPROVED: July 13, 2020

Robert E. Scott, Mayor

ATTEST: Heidi Farrens, Deputy City Clerk
City of Sioux City
Change Order Details
7112-519-127

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<th>Description</th>
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<td>ALBENESIUS, MARK INC.</td>
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Change Order Details:
7112-519-127
## Increases/Decreases

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**Section: 1 - Description**

Clearing and Grubbing
**Reason:** Balancing Change Order

Subgrade Preparation
**Reason:** Balancing Change Order

Subbase: Modified, 6"
**Reason:** Balancing Change Order

Subdrain: 6"
**Reason:** Balancing Change Order

Footing Drain Outlets and Connections:

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Change Order Details:
7112-519-127

06/05/2020
Page 3 of 6
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Change Order Details:
7142-518-127

08/05/2020
Page 4 of 6
Reason: Balancing Change Order

16 items  
Totals  
$133,403.50  $6,296.83  $139,700.33  

New Items

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Change Order Details:  
7112-510-127  
06/05/2020  
Page 5 of 6
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Change Order Details:
742-519-127

06/05/2020
Page 6 of 6
### City of Sioux City
**Detailed Payment**
7112-519-127

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**Section: 1 - Description**

Clearing and Grubbing

**Detailed Payment:**
7112-519-127

06/09/2020
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**Detailed Payment:**

06/09/2020

7112-519-127

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**Detailed Payment:**

7112-519-127

06/09/2020

Page 3 of 7
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**Detailed Payment:**

7112-519-127

06/09/2020

Page 4 of 7
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<tr>
<th>Line Number</th>
<th>Item ID</th>
<th>Unit</th>
<th>Unit Price</th>
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**Section Totals:**

- **$11,204.50**
- **$202,050.33**

---

**Section: 2 - Description**

- **0350**
  - SP
  - LS
  - $19,000.00
  - 1.000
  - 0.000
  - 1.000
  - 1.000
  - 1.000
  - $0.00
  - $19,000.00

Special Provision Item, Lump Sum: Emergency Utility Repair - Riverside Blvd.

**Section Totals:**

- **$0.00**
- **$19,000.00**

**Total Payments:**

- **$11,204.50**
- **$221,050.33**

---

Detailed Payment: 7112-519-127
### Time Charges

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<th>Original Days</th>
<th>Authorized Days</th>
<th>Charges This Period</th>
<th>Damages This Period</th>
<th>Days Completed To Date</th>
<th>Days Remaining To Date</th>
<th>Days To Date</th>
<th>Damages To Date</th>
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<td>Late Start Date - 5 days after contracts are signed, likely to be 3/30/2020</td>
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**Total Damages:** $0.00

### Summary

- **Current Approved Work:** $11,204.50
- **Approved Work To Date:** $221,050.33
- **Current Stockpile Advancement:** $0.00
- **Stockpile Advancement To Date:** $0.00
- **Current Stockpile Recovery:** $0.00
- **Stockpile Recovery To Date:** $0.00
- **Current Retainage:** $560.23
- **Retainage To Date:** $11,052.52
- **Current Retainage Released:** $0.00
- **Retainage Released To Date:** $0.00
- **Current Liquidated Damages:** $0.00
- **Liquidated Damages To Date:** $0.00
- **Current Adjustment:** $0.00
- **Adjustments To Date:** $0.00
- **Current Payment:** $10,644.27
- **Payments To Date:** $209,997.81
- **Previous Payment:** $27,977.50
- **Previous Payments To Date:** $199,353.54

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**Detailed Payment:**

7112-510-127  
6/09/2020  
Page 6 of 7
<table>
<thead>
<tr>
<th>Role</th>
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<td>Eric Grau</td>
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<td>Contractor (Signature)</td>
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<td>7-6-20</td>
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<td>Inspector (Print Name)</td>
<td>Katie Schmitz</td>
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<td>Engineer (Print Name)</td>
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CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: __July 13, 2020__ ACTION ITEM # ___7B____

FROM: Don Trometer, Risk Manager

SUBJECT: Resolution approving partial settlement of a tort claim and authorizing payment thereof (Nelson)

Reviewed By: x Department Director  x Finance Department  x City Attorney  x City Manager

RECOMMENDATION:
Staff respectfully requests the City Council approve partial settlement of this property damage claim at 4734 S. Lakeport Street.

DISCUSSION:
On June 18, 2020, a contractor hit a 2” unmarked sprinkler line owned by the City of Sioux City and flooded the basement of a new house. ServiceMaster was called to the scene to clean up the extensive mud and remove drywall etc.

FINANCIAL IMPACT:
Reduce the Tort Fund by $12,038.61 payable to ServiceMaster.

RELATIONSHIP TO STRATEGIC PLAN:
N/A

ALTERNATIVES:
Litigation

ATTACHMENTS:
Resolution
RESOLUTION NO. 2020 -

RESOLUTION APPROVING PARTIAL SETTLEMENT OF A TORT CLAIM AND AUTHORIZING PAYMENT THEREOF (NELSON)

WHEREAS, a claim was filed against the City of Sioux City, Iowa by Marlin Nelson resulting from a broken sprinkler line adjacent to 4734 S. Lakeport Street on June 18, 2020; and

WHEREAS, the City Council has been advised and does believe that it will be in the best interests of the City to compromise and partially settle said claim without admitting liability.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that said claim be partially settled and the Director of Finance be and she is authorized and directed to issue a check from the appropriate fund in the amount of $12,038.61 payable to ServiceMaster.

PASSED AND APPROVED: _______ July 13, 2020 _______ Robert E. Scott, Mayor

ATTEST: ____________________________

Heidi Farrens, Deputy City Clerk
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: July 13, 2020
ACTION ITEM #: 8

FROM: Lisa L. McCardle, City Clerk
       Heidi Farrens, Deputy City Clerk

REVIEWED BY: Department Director
               Finance Department
               City Attorney
               City Manager

RECOMMENDATION:
Staff respectfully requests and recommends approval of the above Beer and Liquor Licenses.

DISCUSSION:
Zoning Code has been verified for the above applicants; and the Fire Department has approved all applicants.

Building, Electrical, Mechanical, Plumbing, and Police Department inspections have been delayed due to the spread of Covid-19.

Property tax records were verified and taxes are paid to date; the business utility accounts are also current for all applicants unless otherwise noted.
FINANCIAL IMPACT:
The percentage of the local authority share of liquor license fees gathered by the State of Iowa Alcoholic Beverages Division varies from license to license; the City collected $103,614.42 in FY2020.

RELATIONSHIP TO STRATEGIC PLAN:
Health and Safety Vision - We will enhance public health and safety by maximizing the utilization of technology, improved community engagement, and improved communications and facilities.

ALTERNATIVES:
Council may, at their discretion, vote for approval or deny in opposition of the City departments’ recommendations.

ATTACHMENTS:
None
A meeting of the Civil Service Commission was held at 12:00 p.m., City Hall, 5th Floor Council Chambers, 405 6th Street, Sioux City, IA 51101.

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<tr>
<th>COMMISSION PRESENT</th>
<th>STAFF PRESENT</th>
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<tbody>
<tr>
<td>Dr. Hanson, Cyndi - Chair</td>
<td>Farrens, Heidi – Deputy City Clerk</td>
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<td>McMclennen, Mike</td>
<td>Hegarty, Amber - Assistant City Attorney II</td>
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<td>Dorschner, Jay</td>
<td>Mackey, Karen - Human Rights Director – Present</td>
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<td>Bertrand, Lisa</td>
<td>Bertrand, Janelle – Human Resources Director – Act-</td>
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<td>ing Clerk to the Commission</td>
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<td>Heineman, Jodi – Human Resources Specialist</td>
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<td>Mellang, Brad</td>
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<td>OTHERS PRESENT/ABSENT</td>
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<td>Groetken, Pete - Council Member - Absent</td>
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</tbody>
</table>

1. **Call of the Roll:**

   Commissioner Hanson moved to call the Civil Service Commission meeting to order at 12:00 P.M.

   Hanson – aye; Bertrand – aye; Dorschner – aye; McClennen – aye.

   All Commission members – participated through Microsoft Teams.

2. **Permission to Change Word Processor Typing Test Requirement from Net (50) Fifty Words Per Minute to Net (60) Sixty Words Per Minute:**

   Discussion occurred where commissioners asked for reasons management wanted the increase in net words per minute. Commissioners were not willing to support this change in the words per minute unless management is able to directly show the job duties and successful performance of the job require net 60 wpm.

   No motion.

3. **Permission to Change Clerical Assistant Eligibility List from 10 to 20:**

   Hanson asked if there was motion to approve management’s request to increase the Clerical Assistant Eligibility List from 10 to 20.

   Dorschner motioned to approve the change in the Clerical Assistant Eligibility List. Bertrand second.

   Hanson – aye; Bertrand – aye; Dorschner – aye; McClennen – aye.
4. **APPROVE CIVIL SERVICE TESTING PROCESS RULES FOR PLANNER (ENTRANCE):**

   Hanson asked if there was motion to approve the planner testing process rules.

   Bertrand motioned to approve planner entrance process rules. McClennen – second.

   Hanson – aye; Bertrand – aye; Dorschner – aye; McClennen – aye.

5. **APPROVE CIVIL SERVICE TESTING PROCESS RULES FOR TECHNICAL CLERK (PROMOTIONAL):**

   Hanson asked for a motion to approve the testing process rules for Technical Clerk.

   Bertrand motioned to approve the testing process for Technical Clerk (Promotional). Dorschner – second.

   Hanson – aye; Bertrand – aye; Dorschner – aye; McClennen – aye.

6. **APPROVE CIVIL SERVICE WRITTEN TEST FOR TECHNICAL CLERK (PROMOTIONAL):**

   Hanson asked for a motion to approve the written test for Technical Clerk.

   Dorschner made motion to approve the written test for Technical Clerk (Promotional); - Bertrand – second.

   Hanson – aye; Bertrand – aye; Dorschner – aye; McClennen – aye.

7. **READING AND APPROVAL OF MINUTES OF THE MEETING OF APRIL 15, 2020:**

   Minutes were approved without any changes or corrections.

8. **OTHER BUSINESS:**

   None.

9. **ADJOURNMENT:**

   Hanson asked for a motion to adjourn.

   Bertrand motioned to adjourn. McClennen second.

   Hanson – aye; Bertrand – aye; Dorschner – aye; McClennen – aye.

   There being no further business, the meeting was adjourned at 12:16 P.M.

   ___________________________  ___________________________
   Clerk of Commission             Chairperson
A meeting of the Sioux City Historic Preservation Commission was held this date at 4:00 p.m. at City Hall, 405 6th St. in the Council Chambers, 5th floor.

<table>
<thead>
<tr>
<th>MEMBERS PRESENT</th>
<th>MEMBERS ABSENT</th>
<th>GUESTS</th>
<th>STAFF</th>
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<tbody>
<tr>
<td>John Vodochodsky</td>
<td>Dakota Kenney</td>
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<td>Erin Berzina</td>
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<td>Mark Custer</td>
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<td>Anna Vestweber</td>
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<td>Adam Fullerton</td>
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<td>Amy Macfarlane</td>
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<td>Doug Strohbeen</td>
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1. **Call to Order**
   John Vodochodsky, Chair, called the meeting to order at 4:00 p.m.

2. **Approve minutes for the December 3, 2019 meeting**
   Custer (Macfarlane) recommended approval, with an address correction in the announcement section, of the minutes from the December 3, 2019 meeting. All present voted aye. (6-0)

3. **Old Business**
   a. Vodochodsky suggested all Commission members take the time to add to the reginal tourism, so we can get local landmarks and events added to the application. There was general discussion about different events and landmarks to be added.
   b. MacFarlane mentioned the Regional Meeting will be January 27, 2020 at noon at the Cherokee Library, food will be provided.
   c. Discussion of reaching out to Rhonda Capron to join the Commission and a new application of Larry Obermeyer was had.

4. **New Business**
   a. **Education Workshop**
      General Discussion on if a workshop for home preservation would be of interest to the people of Siouxland.
   b. **Lamb Theater Event**
      MacFarlane brought up sponsoring a table for the February 22, 2020 charity event. The Commission tabled the vote on this item.

5. **Announcements / Other Business**
   The group voted (4-0) to send condolences to Bob and Kay Coacher for the passing of their daughter.

   Staff informed the group that the 2020 Joint City Council meeting will be held February 4, 2020. The agenda will be discussed at the January meeting.

   Staff informed the group that on Thursday, January 16, 7:00pm in City Council Chambers there will be a Placard Hearing for 615 Douglas Street.
Staff discussed the grant options for a Consultant. Application deadline is May 1, 2020.

Staff informed the group of an upcoming Planning and Zoning Commission (PZ)/Board of Adjustment (BOA) item that proposes to turn the property located at 2900 Jackson Street into a Bed & Breakfast. The item will be placed on the January 14, 2020 PZ/BOA agenda.

The meeting adjourned at 5:08 p.m. The next scheduled meeting will be held at City Hall Pre-Council Chambers, on Tuesday, February 4, 2020 at 4:00 p.m.

_________________________________________  -or-  ________________________________
John Vodochodsky, Chair  ________________________________
Mark Custer, Vice-Chair
A meeting of the Sioux City Historic Preservation Commission was held this date at 4:00 p.m. at City Hall, 405 6th St. in the Council Chambers, 5th floor.

1. **Call to Order**
   John Vodochodsky, Chair, called the meeting to order at 4:00 p.m. The following members being present on call of the roll: John Vodochodsky, Mark Custer, Anna Vestweber, Adam Fullerton, Amy Macfarlane, Doug Strohbeen and Larry Obermeyer. Absent: Dakota Kennedy. Also present were the following City Staff members: Larissa Carrell

2. **Approve minutes for the March 3, 2020 meeting**
   Custer (Macfarlane) recommended approval, with an address correction in the announcement section, of the minutes from the March 3, 2020 meeting. All present voted aye. (7-0)

3. **Old Business**
   a. Vodochodsky suggested all Commission members take the time to look at the Iowa Culture Application so we can get local landmarks added to the application.
   
   b. Custer brought up the 3927 Country Club Blvd survey and wanted the Commission’s approval to have this sent to SHPO. Motion made by Custer (Strohbeen) to have Carrell send the survey. The motion passed 7-0. Carrell will bring copies of the survey for Commission members to look at on April 7, 2020.

4. **New Business**
   a. **Monthly Financial Report**
      Larissa Carrell stated the current balance is $9,437.00. This balance comes after the Commission spent money for the Lamb Theater fundraiser.
   
   b. **Recap of City Council Meeting from February 24, 2020**
      Larissa Carrell stated that the 615 Douglas Street Local Landmark status was heard and approved by the City Council and the 215 6th Street Certificate of Appropriateness was also heard and approved by the City Council.
   
   c. **Historic Preservation Week update**
      Macfarlane let Commission members know they are more than welcome to attend our Historic Preservation (HP) Week meetings at the Public Library. At our last meeting, we finalized a roaring 20's theme for the Bar Stool Open. There was a discussion regarding the title “Celebrating a New Decade of Restoration and Preservation.” The idea is that the downtown district has so much restoration going on it needs to be celebrated. Macfarlane discussed the Warrior Hotel's roll in this year’s HP Week and the collaboration of Tom Munson’s walking tours. It was discussed that the next meeting will be March 10, 2020. Strohbeen discussed his HP Week essay contest that will replace the coloring contest. It was discussed that it will be rolled out to Sioux City 7th grade students and a grand prize per school will be $100.00 provided per the Commission. Strohbeen stated that he will handle the distribution to the school.
d. **State Historic Tax Credits**

Paula Mohr has sent email regarding the actions taken on State Historic Tax Credits in Iowa. Custer has drafted a letter and will be sending it to the State Legislative member in his district and recommends all Commission members do the same. The more noise that is made on this subject, the better it will fair.

5. **Announcements / Other Business**

The group discussed a letter drafted and sent to Commission Member Dakota Kenney. If no contact is made 30 days from being sent it was discussed going forward with the removal of Kenney via City Council. Larissa Carrell will keep the Commission posted on any information regarding this letter.

Custer asked about 3927 Country Club Boulevard and if Erin Berzina had sent the information to SHPO before her resignation. Larissa Carrell stated that she will get in contact with Berzina to confirm the information was sent and when it was sent.

On motion by Obermeyer (Vestweber) the meeting adjourned at 5:08 p.m. The next scheduled meeting will be held at City Hall Pre-Council Chambers, on Tuesday, April 7, 2020 at 4:00 p.m.

______________________________  -or-  ______________________________
John Vodochodsky, Chair                        Mark Custer, Vice-Chair
The closed session meeting of the Board of Trustees of the Sioux City Public Library was held on Monday, June 29, 2020 in the Gleeson Room of the Aalfs Downtown Library.

1. President Stanley called the meeting to order at 3:32 p.m.

   The following trustees were present on call of the roll: Andrew Clausen, Charles McKenny, Genevieve Radosti, Todd Stanley and Jane Vereen. Absent: Heidi Reinking and Hope Schaefer.

   Staff members present: Angela Beeck

2. At 3:33 p.m. McKenny moved to enter a closed Session to evaluate the professional competency of an individual whose performance is being considered, in order to prevent needless and irreparable injury to that individual's reputation. The individual requests a closed session pursuant to Iowa Code Section 21.5 (1) (i). Radosti seconded. Clausen, McKenny, Radosti, Stanley and Vereen all voted aye. Motion carried.

   At 3:49 p.m. Vereen moved to return to open session. Radosti seconded. Clausen, McKenny, Radosti, Stanley and Vereen all voted aye. Motion carried.

   Vereen moved to approve an additional 2.6825% salary increase for Rigdon, Library Director over the 5.3175% approved at the June 17, 2020 meeting for a total salary increase of 8%. Clausen seconded; all voting aye. Motion approved unanimously.

3. There being no further business, the meeting was adjourned at 3:53 p.m., on motion by Clausen, seconded by Radosti; all voting aye.

Charles McKenny, Secretary
Angela Beeck, Assistant Secretary
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: July 13, 2020 ACTION ITEM # 10
FROM: Gordon Phair, City Engineer
       Joy Stone, Civil Engineer

SUBJECT: Hearing and Resolution approving plans, specifications, form of contract, and estimated cost for construction of the 2019 Annual Sidewalk Program (Project No. 7046-759-005).

RECOMMENDATION:
Staff respectfully requests the City Council conduct a public hearing and approve the construction documents for the 2019 Annual Sidewalk Program (Project No. 7046-759-005).

DISCUSSION:
The City Engineering Division has completed plans and specifications for the 2019 Annual Sidewalk Program. This project includes various sidewalk repairs that were ordered by the City Engineer through official notices to property owners to replace/reconstruct defective sidewalk or install missing sidewalk. Property owners were notified through door hangers and USPS first-class mail regarding the necessary sidewalk repairs on their property. This notice gave the property owners the option to obtain a permit to complete the repairs on their own or have it added to the 2019 Sidewalk Program to be completed by the City’s hired contractor and invoiced for actual cost, plus twenty-five percent to compensate for the cost of supervision and administration.

A bid letting will take place July 14, 2020. This project shall be completed within 75 working days, which is anticipated to be in May of 2021.

FINANCIAL IMPACT:
This project is funded using General Obligation Bonds under CIP 759-005 Annual Sidewalk Program. The Engineer’s opinion of probable construction cost for the work is $235,510.00. The project will utilize FY 21 budget for CIP 759-005. The project currently has an available balance of $130,998.39.

RELATIONSHIP TO STRATEGIC PLAN:
Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City
ALTERNATIVES:
City Council may choose to not approve construction documents for this project. This would stop the project from moving forward.

ATTACHMENTS:
Resolution
RESOLUTION NO. 2020 - ____________

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR CONSTRUCTION OF THE 2019 ANNUAL SIDEWALK PROGRAM (PROJECT NO. 7046-759-005).

WHEREAS, on the 22nd day of June, 2020 plans, specifications, form of contract and estimated cost were filed with the Clerk of Sioux City, Iowa, for construction of the 2019 Annual Sidewalk Program, within the corporate limits; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimated cost was published as required by law; and

WHEREAS, the City Council is advised and does believe that said plans, specifications, form of contract and estimated cost should be approved.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA that the plans, specifications, form of contract and estimated cost for the construction of the 2019 Annual Sidewalk Program Project be and the same are hereby approved as the plans, specifications, form of contract and estimated cost for said improvements for said project.

PASSED AND APPROVED: July 13, 2020

Robert E. Scott, Mayor

ATTEST:

Heidi Farrens, Deputy City Clerk
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: July 13, 2020
ACTION ITEM # 11

FROM: Mike Collett, Assistant City Manager

SUBJECT: Hearing and Resolution accepting the proposal of the Armory Board, State of Iowa, for the lease of certain land in the Donner Park Urban Renewal Area and authorizing lease of said property (Approximately 12.50 acres adjacent to 3200 2nd Mech Drive.)

Reviewed By: x Department Director  x Finance Department  x City Attorney  x City Manager

RECOMMENDATION:
Staff respectfully requests that the City Council conduct a public hearing and approve a resolution to accept the proposal of the Armory Board, State of Iowa, for the lease of certain land in the Donner Park Urban Renewal Area and authorize lease of said property (Approximately 12.50 acres adjacent to 3200 2nd Mech Drive.)

DISCUSSION:
Armory Board, State of Iowa currently leases the parcel north at 3200 2nd Mech Drive. On May 7, 2020 a new lease was presented for approximately (12.50) twelve and a half-acre of land adjoining their base. The proposed lease term includes an initial (20) twenty years commencing on the first day of July, 2020 and ending on the last day of June, 2040. The lease reserves the right for the lessee to renew the agreement for (2) two additional (15) fifteen-year terms. The first (20) twenty-year term, the lessee shall pay the City $20.00, and agree to infrastructure improvements that are subject to review by the FAA.

This lease agreement allows for the City to be entitled to receive all farm rents for the 10 acres until a (6) six-month construction notice is provided.

This lease agreement also terminates a prior lease that was approved on April 15, 2013 under Resolution No. 2013-0302, which was for 2.50 acres and is incorporated into this new agreement.

The Public Notice inviting proposals and the intent to accept the proposal was published on June 13, 2020. All proposals are due by 1:00 o’clock P.M. July 13, 2020.

FINANCIAL IMPACT:
Revenue will be $20 for the (20) twenty-year term and infrastructure improvements that could bring forth additional jobs and shows the Army’s commitment to the Sioux City Base.
RELATIONSHIP TO STRATEGIC PLAN:
Municipal Responsibility – Infrastructure
Focus Area – Grow Sioux City

ALTERNATIVES:
Deny this proposal and renegotiate.

ATTACHMENTS:
Resolution
Lease Agreement
RESOLUTION NO. 2020 - ____________
with attachments

RESOLUTION ACCEPTING THE PROPOSAL OF THE ARMORY BOARD, STATE OF IOWA, FOR THE LEASE OF CERTAIN LAND IN THE DONNER PARK URBAN RENEWAL AREA AND AUTHORIZING LEASE OF SAID PROPERTY (APPROXIMATELY 12.50 ACRES ADJACENT TO 3200 2ND MECH DRIVE.)

WHEREAS, in furtherance of the objectives of Chapter 403 of the Code of Iowa, the City of Sioux City, Iowa, has undertaken a program of redevelopment of blighted areas in the City, and in this connection has instituted the Donner Park Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes the City to invite proposals from all interested parties for the lease of land in an urban renewal area by publishing public notice of its intent to receive and accept any such proposal; and

WHEREAS, the Armory Board, State of Iowa, has submitted a proposal for the lease of the following described property in the Donner Park Urban Renewal Area:

A PARCEL OF LAND LOCATED IN THE NW¼ OF THE SW¼ OF SECTION 31, T-88N, R-47W OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SIOUX CITY, IOWA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W¼ CORNER OF SAID SECTION 31, THENCE S 01°52'43" W (AN ASSUMED BEARING) ALONG THE WEST LINE OF THE SW1/4 504.20 FEET, THENCE S 89°46'43" E 33.00 FEET TO THE EAST R.O.W. LINE OF HARBOR DRIVE SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 89°46'43" E FOR 927.73 FEET TO THE WESTERLY R.O.W. LINE OF SOUTHBRIDGE DRIVE; THENCE S24°17'45"E ALONG THE WESTERLY R.O.W. LINE OF SOUTHBRIDGE DRIVE 125.30 FEET; THENCE N 89°46'43" W 983.03 FEET TO THE EAST R.O.W. LINE OF HARBOR DRIVE, THENCE N 01°52'43" E ALONG SAID EAST R.O.W. LINE 114.05 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.500 ACRES MORE OR LESS.

AND

A PARCEL OF LAND IN THE NW¼ SW¼ SECTION 31, T-88-N, R-47- W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W¼ CORNER OF SECTION 31-88-47, THENCE S1°52'43"W (AN ASSUMED BEARING) 618.25 FEET ALONG THE WEST LINE OF THE SW1/4; THENCE S89°46'43"E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S1°52'43"W, 228.34 FEET; THENCE S50°53'48"E, 311.03 FEET PARALLEL WITH AND 5 FEET NORTEASTERLY OF RUNWAY 13/31’S RUNWAY PROTECTION ZONE; THENCE S89°46'43"E, 940.66 FEET TO THE WESTERLY ROW LINE OF SOUTHBRIDGE DRIVE; THENCE N24°17'45"W, 465.45 FEET ALONG SAID WESTERLY ROW LINE; THENCE N89°46'43"W, 983.03 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.000 ACRES MORE OR LESS; AND
WHEREAS, pursuant to Resolution No. 2020-0455 passed and approved by the City Council on June 8, 2020, the City indicated its intent to accept said proposal of the Armory Board, State of Iowa, established a date and time for the submission of proposals by other interested parties, established a date and time for a hearing accepting such proposals, and authorized the publication of notice of such invitation, intent and hearing; and

WHEREAS, a hearing was held on the proposals so submitted and the City Council is of the opinion and belief that it would be in the best interests of the City to accept the proposal of the Armory Board, State of Iowa, for the lease of said property and that accepting such proposal is in the public interests; and

WHEREAS, a Lease Agreement has been prepared for the lease of said property pursuant to the terms of said proposal and should be approved as to form and content.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that the Lease Agreement attached hereto providing for the lease of said property to the Armory Board, State of Iowa, is hereby approved as to form and content and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that upon receipt of the consideration fixed in said Lease Agreement that the Lease Agreement be delivered to the Armory Board, State of Iowa.

PASSED AND APPROVED: July 13, 2020

Robert E. Scott, Mayor

ATTEST:
Heidi Farrens, Deputy City Clerk
SIOUX GATEWAY AIRPORT/ BUD DAY FIELD
LEASE AGREEMENT

This Lease Agreement, executed in duplicate, by and between the City of Sioux City, Iowa, hereinafter referred to as "Lessor" whose address for the purpose of this lease is 2403 Aviation Boulevard, Sioux City, Iowa 51111 and the Armory Board, State of Iowa, hereinafter referred to as "Lessee", whose address for the purpose of this lease is 7105 NW 70th Avenue, Johnston, Iowa 50131.

Whereas, the Lessor owns property at 3200 Zona Mesh Drive in Sioux City, Iowa and the Lessee owns property adjacent to property owned by the Lessor, and

Whereas, the Lessee desires to lease the property legally described below, and

Now therefore, for and in consideration of the covenants and agreements contained in the Lease Agreement as follows:

ARTICLE 1. PREMISES

The Lessor, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Lessee to be kept and performed, leases unto the Lessee hereby rents and leases from Lessor, according to the terms and provisions herein, the following described real estate, situated at the Sioux Gateway Airport/ Brg. Ger. Bud Day Field, town:

A PARCEL OF LAND LOCATED IN THE NW ¼ OF THE SW ¼ OF SECTION 31, T-88N, R-47W OF THE 5TH PRINCIPAL MERIDIAN, CITY OF SIOUX CITY, IOWA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W ¼ CORNER OF SAID SECTION 31, THENCE S 0°52.43'W (AN ASSUMED BEARING) ALONG THE WEST LINE OF THE SW 1/4 504 20 FEET, THENCE S 89°46.43' E 33.00 FEET TO THE EAST R.O.W. LINE OF HARBOUR DRIVE SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUING S 89°46.43' E FOR 827.73 FEET TO THE WESTERLY R.O.W. LINE OF SOUTHDROP DRIVE, THENCE S24°17.45'E ALONG THE WESTERLY R.O.W. LINE OF SOUTHDROP DRIVE 125.30 FEET, THENCE N 89°46.43'W 863.03 FEET TO THE EAST R.O.W. LINE OF HARBOUR DRIVE, THENCE N 01°52.43' E ALONG SAID EAST R.O.W. LINE 114.05 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.500 ACRES MORE OR LESS.

AND

A PARCEL OF LAND IN THE NW ¼, SW ¼ SECTION 31, T-88N R-47W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W ¼ CORNER OF SECTION 31-88-47, THENCE S1°52.43'W (AN ASSUMED BEARING) 618.25 FEET ALONG
THE WEST LINE OF THE SW 1/4; THENCE S89°46'43"E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S1°52'43"W, 226.34 FEET; THENCE S60°32'48"E, 311.09 FEET PARALLEL WITH AND 5 FEET NORTHEASTERLY OF RUNWAY 13/31'S RUNWAY PROTECTION ZONE; THENCE S89°46'43"E, 940.66 FEET TO THE WESTERLY ROW LINE OF SOUTHERIDGE DRIVE; THENCE N24°17'45"W, 465.45 FEET ALONG SAID WESTERLY ROW LINE. THENCE N89°46'43"W, 933.03 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10,000 ACRES MORE OR LESS.

with improvements thereon and all rights, easements and appurtenances thereto belonging. See Attachments "A" and "B" attached hereto and made a part of this Lease Agreement.

ARTICLE 2. RENTAL AND TERM

(a) The initial term of this Agreement shall be for a period of twenty (20) years commencing on the first day of July, 2020 and ending on the last day of June, 2040. Lessee shall have the right and option at its sole discretion, to renew this Agreement for two (2) additional fifteen (15) year terms (Option Terms) with the same terms and upon the same covenants, conditions and provisions provided in this Agreement. Lessee shall exercise such option, if at all, by giving written notice to Lessor not less than thirty (30) days prior to the expiration of the initial Term or Option Term.

(b) Lessee agrees to pay to Lessor, the sum of $20.00, payable in advance on the 1st day of the Initial Term and any Option Term(s). Following the Initial Term, the rent payment shall be adjusted respectively on the 1st day of any Option Term to reflect the percentage increase or decrease in the Consumer Price Index - Midwest, as determined by the United States Bureau of Labor Statistics for the month of December of the previous year, but in no event shall the adjustment be greater than a 100 percent increase from the base rate.

(c) In further consideration, Lessee agrees to construct improvements on the property that will be equal or greater in value than the fair market value of the lease. These improvements will be subject to review by the FAA through 14 CFR Part 77. For the purposes of this paragraph, the fair market value of the lease is three hundred dollars per acre, per year.

ARTICLE 3. EXISTING LEASE TERMINATION

Lessor and Lessee hereby agree to terminate the unrecorded existing lease agreement dated 15 April 2013 between the City of Sioux City, Iowa and the Armory Board, State of Iowa effective the first day of July, 2020, said existing lease agreement impacting the 2.5 acres as shown on Attachment "A". This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

ARTICLE 4. POSSESSION

Lessee shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Lessor at the time and date of the close of this lease term, or as herein otherwise expressly provided.

ARTICLE 5. QUIET ENJOYMENT
Lessor covenants that the Lessee on paying the rent herein reserved and performing all the agreements by the Lessee to be performed as provided in this lease, shall and may peaceably have, hold, and enjoy the demised Premises for the term of this lease free from molestation, or disturbance by the Lessor or any other persons or legal entity whatsoever.

**ARTICLE 6. USE OF PREMISES**

Said property shall be used for military purposes only. All other uses shall only be upon prior written approval of the Lessor.

**ARTICLE 7. CARE AND MAINTENANCE OF PREMISES**

(a) Lessee takes said Premises in their present condition.

(b) Lessee shall, after taking possession of said Premises and until the termination of this lease and actual removal from the Premises, at its own expense, care for and maintain said Premises in a reasonably safe and serviceable condition. Lessee agrees to take care of all landscaping, which includes mowing and snow removal. Lessee will not permit or allow said Premises to be damaged or depreciated in value by any act or negligence of the Lessee, its agents or employees.

(c) Compliance with Laws. Lessee agrees to comply with all existing and future State, Federal, City, County and Lessor's rules and regulations which may pertain or apply to the leased Premises and use thereof.

(d) Improvements. The Lessee shall construct and maintain, at its sole expense, all improvements to the Premises. The Lessor shall not be responsible for any maintenance of the improvements.

**ARTICLE 8. UTILITIES**

Lessee agrees to provide its own connections with utilities and to make separate arrangements with the agencies responsible for those utilities. Lessee shall pay for all utility service supplied to the Premises, and if required by the utility agencies as a condition of providing the services, Lessee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make utility service or facility changes, Lessee will either make such changes and installations, at its expense, as directed and required by the utility organizations, or pay the utility organization for such changes made. Lessor shall have the right, without cost to Lessee, to install and maintain, on or across the Premises, sewer, water, gas, electric, telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the Lessor, provided, however, that the Lessor shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's current or future use of the Premises.

**ARTICLE 9. SURRENDER OF PREMISES AT END OF TERM**

Lessee agrees that upon the termination of this Lease, it will surrender, yield up and deliver the leased Premises in good condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee. This provision is subject to the wording of paragraph 2(a).
ARTICLE 10. RIGHTS UPON EXPIRATION

Upon expiration of this Lease, Lessor shall take title to all structures and improvements located on the Premises.

ARTICLE 11. ASSIGNMENT AND SUBLETTING

Lessees shall not assign or sublet the premises at any time during the term of this lease.

ARTICLE 12. FARMING MANAGEMENT

Lessees intends to construct improvements on the Premises, specifically the following ten acres:

A PARCEL OF LAND IN THE NW ¼ SW ¼ SECTION 31, T-88-N, R-47-W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W ¼ CORNER OF SECTION 31-88-47, THENCE S1°52'43"W (AN ASSUMED BEARING) 618.25 FEET ALONG THE WEST LINE OF THE SW ¼, THENCE S89°46'43"E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S1°52'43"W, 226.34 FEET; THENCE S50°33'48"E, 311.03 FEET PARALLEL WITH AND 5 FEET NORTHEASTERLY OF RUNWAY 13/31'S RUNWAY PROTECTION ZONE; THENCE S89°46'43"E, 845.86 FEET TO THE WESTERN ROW LINE OF SOUTHBROOK DRIVE; THENCE N24°17'45"W, 465.45 FEET ALONG SAID WESTERLY ROW LINE; THENCE N89°46'43"W, 882.29 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.000 ACRES MORE OR LESS.

However, Lessee does not intend to begin construction of the Improvements for an, as yet, unknown period of time. Lessee consents to the Lessor entering into a farm lease with a tenant farmer, which includes these ten (10) acres, with Lessor being entitled to receive all rents. Lessor will be solely responsible for the management of said farm lease and Lessee hereby grants access to the Lessor and the tenant farmer until such time as these 10 acres are removed from said farm lease as provided herein. Lessee shall give six (6) months’ notice to Lessor of its intent to begin construction. Lessor will remove these ten (10) acres from any existing farm lease no less than thirty (30) days prior to the date stated in the six (6) month notice. If Lessor is required to pay crop damage to the tenant farmer as a result, Lessee agrees to reimburse Lessor for the damages paid.

ARTICLE 13. TAXES

Personal Property Taxes. Lessee agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee’s rights of appeal) against its personal property on Premises, during the term of this lease.

ARTICLE 14. INSURANCE

Lessees is covered by the Federal Tort Claims Act, 28 U.S.C. Chapter 171 and the State Tort Claims Act, Iowa Code Chapter 659.

ARTICLE 15. INDEMNITY
ARTICLE 16. FIRE AND CASUALTY

(a) Partial Destruction of Premises. - In the event of a partial destruction or damage of the leased Premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within ninety (90) days after its occurrence, the lease shall not terminate, but the rent for the Premises shall abate during the time of such business interference. In the event of partial destruction, Lessor shall repair such damages within ninety (90) days after its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, или ordinances, or other causes beyond Lessor’s control.

(b) Zoning: Should the zoning ordinance of the city or municipality in which this property is located make it impossible for Lessor, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Lessee is not able to conduct its business on these Premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) Destruction of Business Use: In the event of a destruction or damage of the Premises so that Lessee is not able to conduct its business on the Premises or the then current legal use for which the Premises are being used and which damages cannot be repaired within ninety (90) days after such destruction, this lease may be terminated at the option of the Lessee. Such termination in such event shall be affected by written notice within twenty (20) days after such destruction. Lessee shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations thereunder. Lessor paying rental pro rata only to the date of such destruction. In the event of such termination of this Lease, Lessor at its option, may rebuild or not, according to its own wishes and needs.

ARTICLE 17. TERMINATION OF LEASE AND DEFAULTS OF LESSEE

(a) Termination Upon Expiration or Upon Notice of Defaults: This Lease shall terminate upon expiration of the deeded term, or if this lease expressly or in writing provides for any option or options, and if any such option is exercised by the Lessee, then this Lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this lease, the lease may at the option of the Lessor be canceled and forfeited, provided, however, before any such cancellation and forfeiture, Lessor shall give Lessee a written notice specifying the default, or defaults, and stating that this lease will be canceled and forfeited ten (10) days after the giving of such notice, unless such default or defaults, are remedied within such grace period.

(b) In (a) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(c) Acceptance of keys, advertising and re-renting by the Lessor upon the Lessee’s default shall be construed only as an effort to mitigate damages by the Lessor, and not an agreement to terminate this lease.
ARTICLE 18. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER

If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease other than non-payment of rent as covered in 17, (a), (b) and (c), and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum, from date of advance.

ARTICLE 19. SIGNS

(a) Lessee shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased Premises, provided (1) that any and all signs shall comply with the requirements of the FAA, the ordinances of the city of Sioux City and the laws of the State of Iowa; (2) Lessee shall, prior to installation of any sign, submit detailed drawings and specifications for Landlord's review and shall obtain written approval of such drawings and specifications, such approval not to be withheld unreasonably; (3) such sign(s) shall not change the structure of the building; and (4) such signs shall be removed on or before vacation of the Premises by Lessee and Lessee shall, at its own expense, perform such repairs as are reasonably required to restore the appearance of the building where altered by the sign.

ARTICLE 20. MECHANIC'S LIENS

Neither the Lessee nor anyone claiming by, through, or under the Lessee, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said Premises or upon any building or improvement thereon, or upon the interest of the Lessor, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon. If Lessee should commit any act which caused the placement of such a lien against the Premises or any interest of the Lessee shall indemnify and hold harmless Landlord for any and all expenses and costs, including reasonable attorney's fees, resulting therefrom.

ARTICLE 21. RIGHTS CUMULATIVE

The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and none of them is exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

ARTICLE 22. NOTICES AND DEMANDS

Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box:
ARTICLE 23. PROVISION TO BIND AND BENEFIT
SUCCESSORS, ASSIGNS, ETC.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

ARTICLE 24. CHANGES TO BE IN WRITING

None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Lessor and Lessee. This lease contains the whole agreement of the parties.

ARTICLE 25. CONSTRUCTION

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

ARTICLE 26. FAA MANDATES

This Lease is for property located on Sioux Gateway Airport/Brig. Gen. Ben Day Field and the following conditions shall apply:

(a) This Lease shall be subject to approval by the Federal Aviation Administration.

(b) The Lessee, heirs, personal representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on said property described in this lease for the purpose for which a Department of Transportation (DOT) program or activities has been extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 46 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said regulation may be amended.

(c) The Lessee, heirs, personal representatives, successors and assigns, as consideration hereof, does covenant and agree as a covenant running with the land that: (1) No person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land in the furnishing of services thereon, no persons on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be subjected to discrimination; (3) that the Lessee shall use the Premises in compliance with all other requirements of host by or pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

(d) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to assure that no persons shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in CFR,
Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered in this Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will similarly undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

(e) The Lessor reserves the right to take such actions as the United States Government may direct to enforce this covenant.

ARTICLE 27. GOVERNING LAW/VENUE

The parties mutually agree that this Lease shall be governed by the Laws of the State of Iowa in the determination of its validity, construction, interpretation and effect. The parties agree that if any dispute arises as a result of this Lease, such dispute shall be brought exclusively in the Woodbury County District Court located in Sioux City, Iowa.
Attest:                     City of Sioux City, Iowa

By:                        By:

Lisa L. McCardle          Robert E. Scott
City Clerk               Mayor

STATE OF IOWA             }
COUNTY OF WOODBURY       }
:
:
:

On this ___ day of __________, 2020, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Robert E. Scott, Mayor of the City of Sioux City, Iowa, and Lisa L. McCardle, City Clerk of said City, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for themselves acknowledged the execution thereof to be their voluntary act and deed for the purposes herein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and notarial seal at Sioux City, Iowa, the day and year last above written.

(SEAL)                     NOTARY PUBLIC in and for said COUNTY and STATE

Armory Board, State of Iowa

By:  

Gary A. Freese
State Quartermaster

State of Iowa              }
County of Polk            }
:
:

This instrument was acknowledged before me on ___ day of May, 2020, by Gary A. Freese as State Quartermaster of the Armory Board, State of Iowa.
LEGAL DESCRIPTION:
A PARCEL OF LAND IN THE NW 1/4 SW 1/4, SEC 31, T. 52 N, R. 47 W OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the NE corner of Section 31-88-47, thence S11°24'33"W (an assigned bearing) 612.25 feet along the West line of the SW 1/4, thence S04°45'34"E, 3,900 feet to the point of the beginning, thence S11°24'33"W, 229.34 feet, thence S04°45'34"E, 3,913.23 feet parallel with and 4.31 feet northwesterly of Runway Protection Zone, thence S80°44'33"E, 824.93 feet to the westerly row line of Southridge Drive, thence N87°45'34"W, 462.93 feet along said westerly row line, thence N11°24'33"W, 229.34 feet to the point of beginning.

Said parcel contains 10.000 acres more or less.

LEGAL DESCRIPTION:
A PARCEL OF LAND IN THE NW 1/4 SW 1/4, SEC 31, T. 52 N, R. 47 W OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the NE corner of Section 31-88-47, thence S11°24'33"W (an assigned bearing) 612.25 feet along the West line of the SW 1/4, thence S04°45'34"E, 3,900 feet to the point of the beginning, thence S11°24'33"W, 229.34 feet, thence S04°45'34"E, 3,913.23 feet parallel with and 4.31 feet northwesterly of Runway Protection Zone, thence S80°44'33"E, 824.93 feet to the westerly row line of Southridge Drive, thence N87°45'34"W, 462.93 feet along said westerly row line, thence N11°24'33"W, 229.34 feet to the point of beginning.

Said parcel contains 10.000 acres more or less.
CITY OF SIOUX CITY
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: July 13, 2020  ACTION ITEM # 12

FROM: Caleb C. Christopherson, Assistant City Attorney

SUBJECT: Ordinance amending Chapter 1.04 entitled “Organization of Code” of the Sioux City Municipal Code to revise the penalty provision related to simple misdemeanors.

RECOMMENDATION:
Staff respectfully requests the City Council adopt an ordinance revising the General Penalty section for simple misdemeanors.

DISCUSSION:
The proposed revision will update the Municipal Code to eliminate future need to revise the Municipal Code based on a change in State law. Currently, the misdemeanor penalties in our Municipal Code are specified, and when the Iowa Legislature changes the penalties for Simple Misdemeanors in the Iowa Code, a corresponding change to our Municipal Code is necessitated. This ordinance anticipates future State law changes, so corresponding changes will not be required.

FINANCIAL IMPACT:
None foreseen.

ALTERNATIVES:
Not adopt the proposed change.

ATTACHMENTS:
Proposed Ordinance
ORDINANCE NO. 2020 - __________

ORDINANCE AMENDING CHAPTER 1.04 ENTITLED “ORGANIZATION OF CODE” OF THE SIOUX CITY MUNICIPAL CODE TO REVISE THE PENALTY PROVISION RELATED TO SIMPLE MISDEMEANORS.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA:

Section 1: Subsection 1.04.100(1) of the Sioux City Municipal Code is amended to read as follows:

1. Whenever in this code, any act is prohibited, declared unlawful or an offense or a misdemeanor, or whenever the failure to do any act is declared to be unlawful, where no specific penalty is provided therefore, the violator of any such provision of this code shall, upon conviction, be guilty of a simple misdemeanor and shall be punished by a fine of at least $65.00 but not exceeding the sum of $625.00, and/or by imprisonment not to exceed 30 days in accordance with applicable provisions of Iowa Code Section 903.1, as amended.

Section 2: Severability Clause. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

Section 3: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. These are: Subsection 1.04.100(1) of the Sioux City Municipal Code.

Section 4: Effective Date. This ordinance shall be in full force and effect from and after its final passage and publication as by law provided.

PASSED BY THE CITY COUNCIL ON, AND APPROVED ON: July 13, 2020

______________________________
Robert E. Scott, Mayor

ATTEST:
______________________________
Heidi Farrens, Deputy City Clerk

I hereby certify that the foregoing was published in the Sioux City Journal on July 18, 2020

______________________________
Heidi Farrens, Deputy City Clerk

1 Proposed additions to text of Municipal Code are indicated by underline; proposed deletions from text of Municipal Code are indicated by strikethrough