

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, April 4, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Public hearing and first consideration for rezoning case JR22-0006, request to rezone property located at 8717 Blairs Ferry Rd, from the RR3 (Rural Residential 3-Acre) zoning district to the USR (Urban Services Residential) zoning district, approximately 3.63 acres, Anthony Clinton, owner.

Discuss an end date for allowing residents who live in unincorporated Linn County in the half-mile buffer zone around the cities of Cedar Rapids, Marion, Hiawatha zoned as Urban Services Residential (USR) to openly burn tree debris from the August 2020 derecho

Discuss and decide on ending the exemption from mask requirement actions at the Harris Building.

Discuss an American Rescue Plan Act (ARPA) Grant Agreement between Linn County and Prospect Meadows, Inc. for the Prospect Meadows Financial Stabilization and Sustainability Plan.

Discuss Change Order Number 1 for the Linn County Conservation Morgan Creek ranger house derecho repair project

Discuss and decide on a Resolution Approving the Contract and Performance and/or Payment Bonds for the Priority #2 Linn County Facilities Derecho Repairs Project

Discuss an estimate for concrete replacement in the Horseshoe Falls Lodge parking lot at Pinicon Ridge Park

Discuss Elections Services request to use Conference Rooms 1, 2 and 3 in the Public Service Center for the Absentee Board Special Precinct Board statutory duties as needed

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments**Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE No. - - 2022

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 8717 BLAIRS FERRY RD, IOWA FROM THE "RR3" RURAL RESIDENTIAL 3-ACRE ZONING DISTRICT TO THE "USR" URBAN SERVICES RESIDENTIAL ZONING DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, in accordance to the Findings of Fact and Conclusions of Law as established in the staff report for rezoning case JR22-0006 or as otherwise established by the Board, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 8717 Blairs Ferry Rd, Iowa legally described as:

A part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26-Township 84 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows: Commencing as a point of reference at the N $\frac{1}{4}$ corner of said Section 26; thence S87°47'05"W along the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, 1690.91 feet to the east line of the West 16 rods of the East 40 Rods of said N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S00°59'22"E along said east line, 50.52 feet to the south right of way line of Blairs Ferry Road and the Point of Beginning; hence continuing S00°59'22"E along said east line , 601.74 feet to the south line of said N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S88°03'52"W along said south line, 264.04 feet to the west line of the East 40 Rods of said N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence N00°59'22"W along said west line, 597.76 feet to said north line; thence N87°12'11"E along said north line, 264.13 feet to the Point of Beginning, containing 3.63 acres.

is hereby changed from the "RR3" Rural Residential 3-Acre zoning district to the "USR" Urban Services Residential zoning district.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 4th day of April, 2022

Second consideration on the 6th day of April, 2022

Third and final passage on the _____ day of _____, _____

Published in the Gazette on the _____ day of _____, _____

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2022 and published as provided by law on _____, 2022.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022.

Notary Public, State of Iowa



GRANT AGREEMENT

AN AGREEMENT WITH PROSPECT MEADOWS FOR AID TO PROSPECT MEADOWS FINANCIAL STABILIZATION AND SUSTAINABILITY PLAN

This agreement, entered into this ____ day of _____ 2022, by and between Linn County, Iowa, hereinafter referred to as the COUNTY and Prospect Meadows, Inc. referred to as PROSPECT MEADOWS. This funding is provided by American Rescue Plan Act federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury on May 19, 2021.

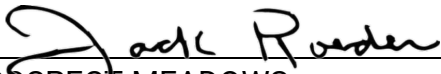
In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the COUNTY and PROSPECT MEADOWS agree as follows:

1. The COUNTY will pay PROSPECT MEADOWS an amount not to exceed \$2,633,000. The funds will be disbursed in two (2) installments of \$1,316,500.
2. In exchange for payment received, PROSPECT MEADOWS agrees to provide the COUNTY quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting on the economic impact PROSPECT MEADOWS has provided to the Linn County community and the progress PROSPECT MEADOWS has made to its short and long-term financial goals to achieving financial stabilization and sustainability. A timeline for quarterly reporting is attached as Exhibit A.
3. The terms of this service agreement shall begin upon the execution of this agreement by the Chief Elected Official (Chair of the Linn County Board of Supervisors). Agreement shall terminate upon the exhaustion of ARPA funds by PROSPECT MEADOWS. Agreement will terminate no later than 12/31/2026.
4. The COUNTY may terminate this agreement at any time by giving notice by certified mail to PROSPECT MEADOWS.
5. If for any reason PROSPECT MEADOWS is unable to meet the terms as agreed upon above PROSPECT MEADOWS shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.



6. PROSPECT MEADOWS may terminate this agreement by giving a 21-day notice by certified mail to the COUNTY.
7. PROSPECT MEADOWS' obligation and duties under this Agreement shall not be assigned without the permission of the COUNTY.
8. PROSPECT MEADOWS shall hold harmless the COUNTY for any injury or damage caused by the acts or omissions of PROSPECT MEADOWS on employees or agents and PROSPECT MEADOWS agrees to indemnify the COUNTY for any such injury or damages.
9. Any disputes that arise between the COUNTY and PROSPECT MEADOWS would be governed by Iowa law and be litigated in Linn County.
10. This is the entire agreement between the COUNTY and PROSPECT MEADOWS.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS _____ DAY OF _____, 2022.



PROSPECT MEADOWS

Ben Rogers, Chair, Linn County Board of Supervisors
CHIEF ELECTED OFFICIAL

EXIHIBIT A

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
2022	2	April 1 - June 30	July 15, 2022
2022	3	July 1 - September 30	October 15, 2022
2022	4	October 1 - December 31	January 15, 2023
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

AIA® Document G701™ – 2017
Change Order

PROJECT: <i>(Name and address)</i> Linn County Conservation Derecho Repair Ranger House 7515 Worchester Road, Palo, Iowa.	CONTRACT INFORMATION: Contract For: General Construction Date: November 23, 2021	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: March 22, 2022
OWNER: <i>(Name and address)</i> Linn County Board of Supervisors 935 2nd Street SW Cedar Rapids, IA 52404	ARCHITECT: <i>(Name and address)</i> Martin Gardner Architecture, P.C. 700 11th Street Suite 200 Marion, IA 52302	CONTRACTOR: <i>(Name and address)</i> Kleiman Construction, Inc. 6205 Locust Road SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add \$1,186.00 per the attached Change Order Request #1 dated December 17, 2021.

Add \$428.00 per the attached Change Order Request #2 dated December 29, 2021.

Add \$6,666.78 per the attached Change Order Request #5 dated February 18, 2022.

Deduct \$1,296.00 per the attached Change Order Request #6 dated February 17, 2022.

The original Contract Sum was	\$ 101,645.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 101,645.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,984.78
The new Contract Sum including this Change Order will be	\$ 108,629.78

The Contract Time will be increased by Zero (5) days.

The new date of Substantial Completion will be April 5, 2022.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Martin Gardner Architecture, P.C.

ARCHITECT (Firm name)

DocuSigned by:

Sarah M. Coleman

SIGNATURE

Sarah Coleman, AIA, Project Architect

PRINTED NAME AND TITLE

3/22/2022 | 13:12:37 CDT

DATE

Kleiman Construction, Inc.

CONTRACTOR (Firm name)

DocuSigned by:

Mike Glavan

SIGNATURE

Mike Glavan, CEO

PRINTED NAME AND TITLE

3/29/2022 | 08:02:16 PDT

DATE

Linn County Board of Supervisors

OWNER (Firm name)

DocuSigned by:

Ben Rogers

SIGNATURE

Ben Rogers, Chair Board of Supervisors

PRINTED NAME AND TITLE

DATE

RESOLUTION NO. 2022 – 4 –

A RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE AND/OR PAYMENT BONDS FOR
THE PRIORITY #2 LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT

WHEREAS, the Linn County Board of Supervisors (the “Board”) on March 30, 2022 awarded a contract for the “Priority #2 Linn County Facilities Derecho Repairs Project” (the “Project”), to Unzeitig Construction (the “Contractor”) and fixed the amount of the performance and/or payment bonds required for the Project; and,

WHEREAS, the contract for the Project is duly signed by the Contractor, and the contract appears to be in proper form; and,

WHEREAS, the Contractor filed satisfactory performance and/or payment bonds in the amount fixed by the Board.

BE IT THEREFORE RESOLVED that the Board hereby approves the aforementioned contract and performance and/or payment bonds, authorizes the Board chairperson to execute said contract, and declares the contract and performance and/or payment bonds binding upon the parties thereto.

PASSED AND APPROVED this 4th day of April, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

Aye: ____ Nay: ____ Abstain: ____

ATTEST:

Joel Miller, Linn County Auditor

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-eighth day of March in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

and the Contractor:
(Name, legal status, address and other information)

Unzeitig Construction
1619 F Avenue NE
Cedar Rapids, IA 52402
Telephone Number: (319) 362-3221

for the following Project:
(Name, location and detailed description)

Priority #2 Linn County Facilities Derecho Repairs
The scope of the work for the public improvement project consist of, and is limited to, repairs to documented Derecho damage at the following Linn County facilities:
Secondary Roads Main Shop, 1944 County Home Road, Marion, IA 52302; Main Shop, Cold Storage, Sign Building, Davis Building; Secondary Roads District #4 Alice Shop, 3375 Central City Road, Center Point, IA 52213; Conservation Service Area #4, 1890 County Home Road, Marion, IA 52302; Storage – Former CR Lumber, 902 2nd St SW, Cedar Rapids, IA 52404; Linn County LIFTS, 5815 4th St SW, Cedar Rapids, IA 52404.

The Architect:
(Name, legal status, address and other information)

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

(Paragraph Deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs Deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

(Paragraph Deleted)

Init.

[X] By the following date: Substantial Completion no later than August 31, 2022 with Final Completion no later than September 30, 2022

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
All Portions of the Work	Substantial Completion no later than August 31, 2022 with Final Completion no later than September 30, 2022.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Eleven Thousand Dollars and Zero Cents (\$ 511,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

(Table Deleted)

Not Applicable.

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

(Table Deleted)

Not Applicable.

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

(Table Deleted)

Not Applicable.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Table Deleted)

Not Applicable.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Not Applicable.

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Last day of the Month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5.00%) Percent.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Should the Contractor exceed the Final Completion date by Thirty (30) days or more the Owner reserves the right to reduce the amount owed on the Final Certificate for Payment by the amount of the Owner's additional consultant fees, and reasonable other costs and expenses incurred directly or indirectly related to the delay in completion of the Project. The Contractor is to maintain logs for weather, staffing, and materials related delays, and with proper communication and documentation contract extensions will be granted.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Not Applicable.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

18.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Architect

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

All completed and stored work, materials ordered, including those of sub-contractors, and fees as shown on the Certificate for Payment at the date of termination, plus Ten Percent (10.00%) of Contractor's overhead and profit fee remaining at the date of termination. Contractor shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Darrin Gage, Director of Policy & Administration
Linn County, Iowa
935 2nd Street SW
Cedar Rapids, IA 52404
Telephone Number: (319) 892-5105

Init.

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User Notes:

(3B9ADA37)

Email: Darrin.gage@linncounty.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jim Unzeitig, Vice President
Unzeitig Construction
1619 F Avenue NE
Cedar Rapids, IA 52402
Telephone Number: (319) 362-3221
Email: jim.unzeitig@unzeitig.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor and elsewhere in the Contract Documents. Proof of Owner self-insurance shall satisfy all insurance requirements in Section 8.5.

§ 8.5.2 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2017.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2017.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Bid Bond	Five Percent (5.00%) of bid amount.
Performance, Labor, and Payment Bond	One Hundred Percent (100.00%) of Construction Cost.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable.

§ 8.7 Other provisions:

Changes in the work amounting to less than Five Thousand Dollars and Zero Cents (\$5,000.00) may be approved by Darrin Gage.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

.2

AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

.3

Drawings.

(Paragraph Deleted)

Init.

Number	Title	Date
CV	COVER SHEET, NOTES, CONTACT INFORMATION	March 2, 2022
A-101	SECONDARY ROADS MAIN SHOP AND COLD STORAGE	March 2, 2022
A-102	SECONDARY ROADS SIGN BUILDING	March 2, 2022
A-103	SECONDARY ROADS DAVIS BUILDING	March 2, 2022
A-104	SECONDARY ROADS DISTRICT #4 ALICE SHOP	March 2, 2022
A-105	CONSERVATION SERVICE AREA #4	March 2, 2022
A-106	STORAGE – FORMER CR LUMBER	March 2, 2022
A-107	LINN COUNTY LIFTS	March 2, 2022

(Paragraph Deleted)

- .4 Specifications. As shown on the plans and on Exhibit A – Project Manual Table of Contents and in the Supplementary and other Conditions of the Contract section below.

(Table Deleted)

- .5 Addenda, if any:

Number	Date	Pages
Addendum #1	March 22, 2022	10

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs Deleted)

(Table Deleted)

- [X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A201-2017	General Conditions of the Contract for Construction	March 2, 2022	All
Division 00	Procurement and Contract Requirements	March 2, 2022	3-22
Division 01	General Requirements	March 2, 2022	23-28

(Table Deleted)

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit B – Unzeitig Construction Bid Form dated March 25, 2022.

Init.

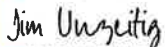
Exhibit C – Unzeitig Construction Hold Harmless Agreement dated March 25, 2022.
Exhibit D – Unzeitig Construction Appendix AA – Non-Collusion Affidavit dated March 24, 2022.
Exhibit E – Unzeitig Construction Appendix CC Certification of Nonsegregated Facilities dated
March 26, 2022.

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

OWNER (Signature)

Ben Rogers, Chair Board of Supervisors
(Printed name and title)

DocuSigned by:



CONTRACTOR (Signature)

Jim Unzeitig Vice President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:03:15 ET on 03/29/2022.

PAGE 1

AGREEMENT made as of the Twenty-eighth day of March in the year Two Thousand Twenty-two

...

Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

...

Unzeitig Construction
1619 F Avenue NE
Cedar Rapids, IA 52402
Telephone Number: (319) 362-3221

...

Priority #2 Linn County Facilities Derecho Repairs
The scope of the work for the public improvement project consist of, and is limited to, repairs to documented
Derecho damage at the following Linn County facilities:
Secondary Roads Main Shop, 1944 County Home Road, Marion, IA 52302; Main Shop, Cold Storage, Sign
Building, Davis Building; Secondary Roads District #4 Alice Shop, 3375 Central City Road, Center Point, IA
52213; Conservation Service Area #4, 1890 County Home Road, Marion, IA 52302; Storage – Former CR
Lumber, 902 2nd St SW, Cedar Rapids, IA 52404; Linn County LIFTS, 5815 4th St SW, Cedar Rapids, IA 52404.

...

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604

PAGE 2

~~[] The date of this Agreement.~~

...

☒ A date set forth in a notice to proceed issued by the Owner.

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User Notes:

(3B9ADA37)

...

[] Established as follows:

...

(Insert a date or a means to determine the date of commencement of the Work.)

...

[] Not later than () calendar days from the date of commencement of the Work.

PAGE 3

[X] By the following date: Substantial Completion no later than August 31, 2022 with Final Completion no later than September 30, 2022

...

All Portions of the WorkSubstantial Completion no later than August 31, 2022 with Final Completion no later than September 30, 2022.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Eleven Thousand Dollars and Zero Cents (\$ 511,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Item**Price**

...

Not Applicable.

...

Item**Price****Conditions for Acceptance**

...

Not Applicable.

...

Item**Price**

...

Not Applicable.

...

Item

Units and Limitations

Price per Unit (\$0.00)

...

Not Applicable.

...

Not Applicable.

PAGE 4

Not Applicable.

...

Last day of the Month.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

PAGE 5

Five (5.00%) Percent.

...

Not Applicable.

...

Should the Contractor exceed the Final Completion date by Thirty (30) days or more the Owner reserves the right to reduce the amount owed on the Final Certificate for Payment by the amount of the Owner's additional consultant fees, and reasonable other costs and expenses incurred directly or indirectly related to the delay in completion of the Project. The Contactor is to maintain logs for weather, staffing, and materials related delays, and with proper communication and documentation contract extensions will be granted.

...

Not Applicable.

PAGE 6

18.00 % per annum

...

Architect

...

[X] Litigation in a court of competent jurisdiction

...

All completed and stored work, materials ordered, including those of sub-contractors, and fees as shown on the Certificate for Payment at the date of termination, plus Ten Percent (10.00%) of Contractor's overhead and profit fee remaining at the date of termination. Contractor shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

...

Darrin Gage, Director of Policy & Administration
Linn County, Iowa
935 2nd Street SW
Cedar Rapids, IA 52404
Telephone Number: (319) 892-5105
Email: Darrin.gage@linncounty.org

PAGE 7

Jim Unzeitig, Vice President
Unzeitig Construction
1619 F Avenue NE
Cedar Rapids, IA 52402
Telephone Number: (319) 362-3221
Email: jim.unzeitig@unzeitig.com

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor ~~where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~ and elsewhere in the Contract Documents. Proof of Owner self-insurance shall satisfy all insurance requirements in Section 8.5.

...

§ 8.5.2 The Contractor shall ~~purchase and maintain insurance and~~ provide bonds as set forth in ~~AIA Document A101™-2017 Exhibit A, Article 11 of AIA Document A201-2017.~~

...

~~and elsewhere in the Contract Documents. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2017.)~~

...

<u>Type of insurance or bond</u>	<u>Limit of liability or bond amount (\$0.00)</u>
<u>Bid Bond</u>	<u>Five Percent (5.00%) of bid amount.</u>
<u>Performance, Labor, and Payment Bond</u>	<u>One Hundred Percent (100.00%) of Construction Cost.</u>

...

Not Applicable.

...

Changes in the work amounting to less than Five Thousand Dollars and Zero Cents (\$5,000.00) may be approved by Darrin Gage.

...

~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

~~.3—AIA Document A201™—2017, General Conditions of the Contract for Construction~~

...

~~.4—AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

...

~~.3~~

...

Drawings.

...

~~.5—Drawings~~

PAGE 8

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>CV</u>	<u>COVER SHEET, NOTES, CONTACT INFORMATION</u>	<u>March 2, 2022</u>
<u>A-101</u>	<u>SECONDARY ROADS MAIN SHOP AND COLD STORAGE</u>	<u>March 2, 2022</u>
<u>A-102</u>	<u>SECONDARY ROADS SIGN BUILDING</u>	<u>March 2, 2022</u>
<u>A-103</u>	<u>SECONDARY ROADS DAVIS BUILDING</u>	<u>March 2, 2022</u>
<u>A-104</u>	<u>SECONDARY ROADS DISTRICT #4 ALICE SHOP</u>	<u>March 2, 2022</u>
<u>A-105</u>	<u>CONSERVATION SERVICE AREA #4</u>	<u>March 2, 2022</u>
<u>A-106</u>	<u>STORAGE – FORMER CR LUMBER</u>	<u>March 2, 2022</u>
<u>A-107</u>	<u>LINN COUNTY LIFTS</u>	<u>March 2, 2022</u>

Number**Title****Date**

...

~~.6~~ Specifications

...

.4 Specifications. As shown on the plans and on Exhibit A – Project Manual Table of Contents and in the Supplementary and other Conditions of the Contract section below.

...

Section	Title	Date	Pages
---------	-------	------	-------

...

~~.7~~ .5 Addenda, if any:

...

<u>Addendum #1</u>	<u>March 22, 2022</u>	<u>10</u>
--------------------	-----------------------	-----------

...

~~.8~~ .6 Other Exhibits:

...

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

(Insert the date of the E204-2017 incorporated into this Agreement.)

...

☐ The Sustainability Plan:

...

Title	Date	Pages
-------	------	-------

...

☒ Supplementary and other Conditions of the Contract:

...

Document	Title	Date	Pages
----------	-------	------	-------

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
...			
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>AIA A201-2017</u>	<u>General Conditions of the Contract for Construction</u>	<u>March 2, 2022</u>	<u>All</u>
<u>Division 00</u>	<u>Procurement and Contract Requirements</u>	<u>March 2, 2022</u>	<u>3-22</u>
<u>Division 01</u>	<u>General Requirements</u>	<u>March 2, 2022</u>	<u>23-28</u>
...			

9—7 Other documents, if any, listed below:

...

Exhibit B – Unzeitig Construction Bid Form dated March 25, 2022.

PAGE 9

Exhibit C – Unzeitig Construction Hold Harmless Agreement dated March 25, 2022.

...

Exhibit D – Unzeitig Construction Appendix AA – Non-Collusion Affidavit dated March 24, 2022.

...

Exhibit E – Unzeitig Construction Appendix CC Certification of Nonsegregated Facilities dated March 26, 2022.

...

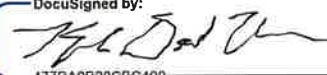
Ben Rogers, Chair Board of Supervisors

Jim Unzeitig Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kyle Martin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:03:15 ET on 03/29/2022 under Order No. 2114239651 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:

4776A8B20C8C490...
(Signed)

President

(Title)

3/29/2022 | 11:22:29 CDT

(Dated)

<u>TABLE OF CONTENTS</u>	<u>NO. OF PAGES</u>	<u>PAGE NOS.</u>
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SECTION 001114 – NOTICE TO BIDDERS	2	6-7
SECTION 002113 – INSTRUCTIONS TO BIDDERS	7	8-14
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SECTION 002213 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	4	15-18
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FORM OF PROPOSAL FOR BUILDING CONSTRUCTION

Priority #2 Linn County Facilities Derecho Repairs
Varies addresses in the County

DATE: 3-25-22

ARCHITECT'S PROJECT NO: 11700.03

PROPOSAL FOR GENERAL CONSTRUCTION

Project Description: The scope of work for the public improvement project consists of, and is limited to, repairs to documented Derecho damage at the following Linn County facilities:

Secondary Roads Main Shop – 1944 County Home Road, Marion, Iowa
Main Shop, Cold Storage, Sign Building, Davis Building
Secondary Roads District #4 Alice Shop – 3375 Central City Road, Center Point, Iowa
Conservation Service Area #4 – 1890 County Home Road, Marion, Iowa
Storage – Former CR Lumber – 902 2nd Street SW, Cedar Rapids, Iowa
Linn County Lifts – 5815 4th Street SW, Cedar Rapids, Iowa

To: Linn County Purchasing Department
935 2nd Street SW
Cedar Rapids, Iowa 52404

Name of Bidder: Unzeitig Construction a corporation/partnership/xx

~~Individual~~ (strike out inapplicable terms) doing business as _____

Address: 1619 F Ave NE Cedar Rapids, Iowa 52402

Phone #: 319 362 3221

Project Manager Name: Doug Wall

Project Manager Email: Doug.wall@unzeitig.com

Contract Signatory: James D Unzeitig

Contract Signatory Title: VP

Contract Signatory Email: jim.unzeitig@unzeitig.com

CERTIFICATIONS Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Martin Gardner Architecture and the Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

The undersigned, having examined the contract documents and having familiarized himself with the nature of the work to be done and the conditions under which the work will be performed, in accordance with the drawings and

specifications proposes to provide the required labor, services, materials and equipment, and to perform the work required for completion of the project at the price set forth hereafter.

ACKNOWLEDGEMENT OF ADDENDA: The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 3-22-22.
Addendum No. 2, dated _____.
Addendum No. 3, dated _____.
Addendum No. 4, dated _____.

Base Bid:

Five Hundred Eleven Thousand (\$ 511,000.00)

Completion Dates: Contractor shall achieve Substantial Completion for this project on the 31st August 2022 of the Written Notice to Proceed with Final Completion no later than 30th September 2022.

The undersigned bidder states that this proposal is made in conformity with contract documents and agrees that, in the event of any discrepancies or differences between any condition of his proposal and the contract documents prepared by Martin Gardner Architecture, P.C., Kyle D. Martin, A.I.A., the provisions of the latter shall prevail.

The contractor in submitting this proposal agrees that the above schedule is acceptable and that he has made all provisions in his proposal to deliver the project by the above date provided the Owner accepts the above proposal or combination of proposals and submits to the contractor a Notice to Proceed or a contract for construction within thirty (30) working days of the receipt of bids. If Notice to Proceed or the contract is received after thirty (30) days than that number of days shall be added to the above completion date.

All of the above to commence after receipt of either a written Notice to Proceed or the executed Agreement furnished by the Owner, subject to factors which may delay, extend, suspend or terminate the work as set forth in the contract documents.

The contractor hereby submits this proposal in an envelope marked with the project name and "Proposal". In a separate envelope accompanying the proposal shall be a Bid Bond as noted in the Instructions to Bidders. Mark this envelope with the project name and "Bid Bond"

BIDDER: Unzeitig Construction Corporate Seal (if any)

BY: _____

(Authorized Signature)

TITLE: VP

HOLD HARMLESS AGREEMENT

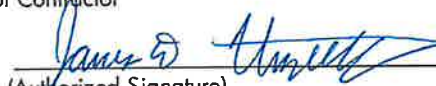
The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, arising out of, or resulting from, the Contractor's operations under this Contract. Provided, however, that the Contractor need not indemnify and hold harmless the Owner from damages resulting from or apportioned to the negligence of the Owner. The insurance coverage specified in this Contract constitutes the minimum requirements and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Contract.

Date this 25 day of March, 2022

Unzeitig Construction
Name of Contractor

Priority #2 Derecho Repairs
Project

BY:


(Authorized Signature)

VP

Title

**APPENDIX AA
NON-COLLUSION AFFIDAVIT
LINN COUNTY, IOWA**

PROJECT: Priority #2 Linn County Facilities Derecho Repairs

BIDDER'S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

In order to comply with the following and to enable the County to award contracts without undue delay, each contractor submitting a bid on this project shall complete the affidavit below and have it notarized.

There are two copies of this form attached to the proposal. Both copies must be completed and submitted with the proposal. (Please do not detach these forms from the proposal.)

The Board of Supervisors requires, as a condition precedent to their approval of the contract for this work, that there be filed a sworn statement executed by, or on behalf of, the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn to by the successful bidder before a person who is authorized by the laws of this state to administer oaths. The original of such sworn statement shall be filed with the Board of Supervisors prior to the award of the contract.

AFFIDAVIT

State of Iowa County Linn

I, James D Unzeitig, being first duly sworn on oath do say that I am (a partner) (the owner) (the president*) of the Unzeitig Construction Company, do hereby certify that the person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

[Signature]
Signature

Subscribed and sworn to before me this 24 day of March, 2022.

[Signature]
Notary Public in and for the State of Iowa

*Or other corporate officer

My commission expires 3-27-25

(appendaa.doc)



APPENDIX CC
CERTIFICATION OF NONSEGREGATED FACILITIES

BIDDER'S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

In order to comply with the following and to enable the County to award contracts without undue delay, each contractor submitting a bid on this project shall complete the document below and submit it with their bid.

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder certifies that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, disability or national origin, because of habit, local custom or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001

Date: 3-26, 2022.

Unzeitig Construction

Name of Bidder

James D. Unzeitig
By

VP

Title

Official Address (including ZIP Code)

1619 F Ave NE

Cedar Rapids, Iowa 52402

(appendcc.doc)

Certificate Of Completion

Envelope Id: 8444C7AE577B44029F7636A09694D172

Status: Completed

Subject: Please DocuSign: Linn County Derecho Repairs Priority #2 Construction Contract

Source Envelope:

Document Pages: 23

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Justin Hoff

AutoNav: Enabled

700 11th St., Ste. 200

Envelope Stamping: Enabled

Marion, IA 52302

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

justinh@martingardnerarch.com

IP Address: 209.252.169.97

Record Tracking

Status: Original

Holder: Justin Hoff

Location: DocuSign

3/29/2022 9:05:01 AM

justinh@martingardnerarch.com

Signer Events

Kyle Martin

kylem@martingardnerarch.com

President

Martin Gardner Architecture, P.C.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

4778A9B20C8C490...

Signature Adoption: Drawn on Device
Using IP Address: 209.252.169.97

Timestamp

Sent: 3/29/2022 9:09:24 AM

Viewed: 3/29/2022 9:22:24 AM

Signed: 3/29/2022 9:22:29 AM

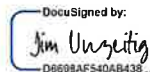
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jim Unzeitig

jim.unzeitig@unzeitig.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

D8698AF540AB438...

Signature Adoption: Pre-selected Style
Using IP Address: 209.181.208.182

Sent: 3/29/2022 9:22:31 AM

Viewed: 3/29/2022 11:00:35 AM

Signed: 3/29/2022 11:04:10 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sarah M Coleman

sarahc@martingardnerarch.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/29/2022 9:09:23 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Darrin Gage darrin.gage@linncounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/29/2022 11:04:12 AM Viewed: 3/29/2022 11:16:54 AM
Ben Rogers ben.rogers@linncountyiowa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/29/2022 11:04:13 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2022 9:09:24 AM
Certified Delivered	Security Checked	3/29/2022 11:00:35 AM
Signing Complete	Security Checked	3/29/2022 11:04:10 AM
Completed	Security Checked	3/29/2022 11:04:13 AM
Payment Events	Status	Timestamps



Kelly Concrete Co.
4925 8th Avenue
Marion, Iowa 52302
(319) 373-9500



Customer Name :

Billing Address :

Phone :

Job Location :

Job Description :

Linn County Board of Supervisors Date: 3-23-22

935 2nd St SW Cedar Rapids IA 52404

319-892-5000 Darrin Gage @ linncountylowa.gov

Horseshoe Falls at Pixicon Ridge Park

Handicap parking

Kelly Concrete Company, Inc. hereinafter called "Builder", offers to furnish all labor, materials, and equipment necessary to complete the work on Customer's construction project ("Project") in accordance with the following specifications and at the following prices subject, however, to the terms and conditions on the reverse side. This is an estimate only. Customer acknowledges that final costs may vary, and that changes made on site or otherwise, whether pursuant to Customer's request or as determined by Builder due to field conditions and in the exercise of its reasonable judgment, will be billed accordingly. All additional labor, overtime wage charges, materials, and machine time that are not listed below but are utilized to complete the Project will be an additional charge as needed.

Frost footing & stemwall:

4'x8" wall on 8"x16" footing:

8'x8" wall on 8"x16" footing:

Other wall:

Posthole footings:

Bearing Footing/ Center Pads:

Brick/Slab Ledge:

Waterproofing/Form A Drain/ Tile/Waterstop:

Window/Door Bucks:

Basement Floor:

Sump Pit:

2" Foam:

Garage Floor:

Floor Drain:

Stoop Cap:

Tear Out & Replace Driveway: 217 sq ft x 5" steel 7' on &

Approach: 870 sq ft x 7"

Service Walk:

Risers: 16 ton cold patch to back fill in parking area

City Walk:

Patio:

Curb Grind/Cut:

Rock/Man Sand: 14 ton 3/4 clean

Bobcat Time (As needed): Inc

Backhoe Time (As needed):

Dump Truck Time (As needed): 2 Loads out

Concrete Placement / Fill Placement:

Concrete Sawing: Inc

Tear out/ Removal: 870 sq ft Seal Coat x 13" for Subbase

Other/Permits:

Excess Dirt Removal (As needed):

Dump Fees:

Jobsite access approved by homeowner to do estimated work

Sign:

Total Estimate : \$ 10,048.

Any fill for flatwork is extra. All loader and bobcat time, crane, concrete pumps, telebelts, wrecker bills, concrete/fill placement, and foam are extra. Charges for protection from freezing temperatures or other weather conditions, and any additives, are not included in estimate. Any concrete sawing other than typical control joints for flatwork will be an additional charge as needed. For tear-out concrete over four inches thick, add \$0.50 per square foot for each additional inch of thickness. Above priced good for work completed within 30 days of estimated date. Builder may substitute materials that it finds are equal in quality to those specified if deemed necessary. Acceptance shall be by the execution of the "Acceptance of Offer" by all purchasers named above.

Acceptance of Offer: We, the undersigned Customer, do hereby state that we have read the offer herein made, including the specifications, prices, and terms and conditions, and we hereby accept said offer and authorize KELLY CONCRETE CO. INC. to perform in accordance with the terms hereof, and agree to pay KELLY CONCRETE CO. INC. in accordance with the terms hereof.

A 2% discount will be applied if received in our office within 10 days of invoice date.

CUSTOMER NAME(S):

DATE: