

**BOARD OF SUPERVISORS**District 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, October 17, 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.

Discuss a Vacancy Form requesting a Part time Temporary Tracker for Juvenile Detention and Diversion Services.

Discuss a 28E Agreement between Linn County and the City of Mount Vernon for Property Maintenance Inspection services.

Discuss and decide on A Resolution Approving the Contract and Performance and/or Payment Bonds for the Linn County Secondary Road District #1 Shop – Phase I Project

Discuss and decide on American Rescue Plan Act (ARPA) funding distributions

**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.

**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](mailto:bd-supervisors@linncountyiowa.gov).



## VACANCY FORM

### SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: \_\_\_\_\_

### SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Tracker -Part time Temp

DEPARTMENT: JDDS

SHIFT/HOURS: 16-24 varied based on client needs

NUMBER OF POSITIONS: 1

VACANCY DATE: 10/5/22

NEW POSITION FUNDING SOURCE(S):

JUV-19-CB-6-001 Tracking, Monitoring and Intervention

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

Contract

☒ GRANT FUNDING

☐ OTHER: \_\_\_\_\_

DURATION OF POSTING (must remain open a minimum of 10 days): 10 days

### POSITION TYPE:

☐ FULL-TIME ☒ PART-TIME 16-24# of hours/week ☒ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☒ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: 

10/6/22

DEPARTMENT HEAD (original signature required)

DATE

*By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.*

### FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: \_\_\_\_\_ STARTING SALARY: \_\_\_\_\_

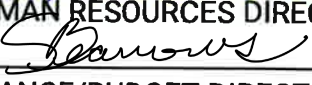
HR DIRECTOR COMMENTS: \_\_\_\_\_

FINANCE/BUDGET DIRECTOR COMMENTS: \_\_\_\_\_

APPROVED BY: 

HUMAN RESOURCES DIRECTOR

10/10/22  
DATE

APPROVED BY: 

FINANCE/BUDGET DIRECTOR

10/10/2022  
DATE

APPROVED BY: \_\_\_\_\_

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY AND CITY OF MOUNT VERNON  
AGREEMENT FOR PROPERTY MAINTENANCE  
INSPECTIONS

**1. TITLE**

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Mount Vernon, Iowa, shall be known as the *Linn County and City of Mount Vernon agreement for Property Maintenance Inspections*.

**2. PURPOSE AND SCOPE**

*2.1 Purpose of Agreement.* The purpose of this Agreement is to provide inspection services for Property Maintenance Regulations of the City of Mount Vernon to protect the public health, safety and welfare.

*2.2 Scope of Services.* Linn County, through the Building Division of the Department of Planning and Development, shall provide services to inspect existing properties to determine the existence of property maintenance violations as specified in the City's adopted Property Maintenance Code.

**3. DEFINITIONS**

As used in this Agreement, the following terms are defined:

*Building Division:* The Building Division of the Linn County Department of Planning and Development.

*Code Official:* The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Property Maintenance Codes*.

*City:* The City of Mount Vernon, Iowa.

*Code:* The current version of Chapter 105, Buildings and Building Regulations: Article VI of the Linn County Code of Ordinances as adopted by Linn County, Iowa including

amendments and recodifications in effect at the time of initial property maintenance inspection request.

*County:* The County of Linn, Iowa.

*Code Compliance Officer:* The Code Compliance Officer employed with the Linn County Building Division under the direction of the Linn County Building Official.

#### **4. PROCEDURES AND FEES**

*4.1 Inspection Requests.* Inspection requests shall be made by the city to the county via email or written request.

*4.2 Fees.* The City of Mount Vernon agrees to pay for inspection services based upon an hourly rate including wages, overhead costs for fringe benefits, office administration and transportation. The hourly rate shall be the inspector's hourly wage plus 45% for benefits (insurance, taxes and fringe benefits), plus 20% of wages and benefits for transportation and administrative costs.

Inspection fees are to be paid directly to the County by the city. Monthly, the County will bill the City for all property maintenance services performed within the City. The bill will include an itemized list of the property maintenance services that were performed. The City shall remit payment to the County within 30 days of receipt of the bill. All fees paid by the City to the County shall be retained by the County. The City of Mount Vernon agrees to pay Linn County for inspection services based upon Linn County's adopted fee schedule for property maintenance inspections.

#### **5. INSPECTIONS**

*5.1. Types of inspections.* The County shall provide inspections in accordance with the adopted *Property Maintenance Cod* and at the written request of the city. Weed and junk vehicle complaints shall be performed by the city.

*5.2. Notification and requests for inspections.* Notification of inspections shall be made by the county to the owner or authorized agent. Property maintenance inspection requests shall be made by the city to the county. Customers will be directed to contact the city with complaints, concerns, and requests relating to property maintenance. Requests may be made by email or by telephone to the Linn County Building Division between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

*5.3 Inspection times.* Inspections will be conducted by the Code Compliance Officer approximately between the hours of 9:30 a.m. and 3:30 p.m., Monday through

Friday. The County reserves the right to modify this inspection schedule to accommodate the Officer's schedules.

## **6. ENFORCEMENT**

Administration and enforcement of the Regulations shall be by the Code Official. Enforcement and prosecution of Code violations cited by the County shall be by the City.

## **7. RECORDS**

The County shall maintain records of all property maintenance inspections, violations, notices, and orders, in accordance with this agreement, as required by State of Iowa record retention laws.

## **8. HOLD HARMLESS**

The City of Mount Vernon shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this agreement.

## **9. APPEALS**

Appeals of decisions or determinations relative to the application and interpretation of the Property Maintenance Regulations shall be through the City in accordance with the Code.

The City shall provide decisions and findings in writing to the County Building Official.

## **10. AMENDMENTS**

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

## **11. DURATION OF AGREEMENT**

This Agreement shall continue until terminated by either the County or the City.

## **12. TERMINATION**

Either the County or the City may terminate this Agreement at any time by providing written notice at least 30 days prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

The County shall not be obligated to perform inspections after the termination date.

### **13. EFFECTIVE DATE**

The effective date of this Agreement is November 1, 2022 or the date the certified Agreement is recorded at the Linn County Recorder, whichever is later.

City of Mount Vernon, Iowa

County of Linn, Iowa

\_\_\_\_\_  
Thomas Wieseler, Mayor

\_\_\_\_\_  
Ben Rogers, Linn County Board of  
Supervisors, Chair

Attest:

\_\_\_\_\_  
Sue Ripke, City Clerk

\_\_\_\_\_  
Rebecca Shoop, Deputy Auditor



RESOLUTION NO. 2022 – 10 –

**A RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE AND/OR PAYMENT BONDS  
FOR THE LINN COUNTY SECONDARY ROAD DISTRICT #1 SHOP – PHASE 1 PROJECT**

**WHEREAS**, the Linn County Board of Supervisors (the "Board") on October 3, 2022 awarded a contract for the "Linn County Secondary Road District #1 Shop – Phase 1 Project" (the "Project"), to Connolly 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 17<sup>th</sup> day of October, 2022.

LINN COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Ben Rogers, Chair

\_\_\_\_\_  
Louis J. Zumbach, Vice Chair

\_\_\_\_\_  
Stacey Walker, Supervisor

ATTEST:

\_\_\_\_\_  
Joel Miller, Linn County Auditor

I, Joel Miller, Linn County Auditor, hereby certify that the Linn County Board of Supervisors duly adopted the foregoing resolution at a regular meeting by a vote of \_\_\_\_\_ aye, \_\_\_\_\_ nay, and \_\_\_\_\_ abstained from voting.

\_\_\_\_\_  
Joel Miller, Linn County Auditor

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

Bond Number: IAC593322

### CONTRACTOR:

(Name, legal status and address)

Connolly Construction Inc.

18409 N. Cascade Rd  
Peosta, IA 52068-8044

### OWNER:

(Name, legal status and address)

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

### CONSTRUCTION CONTRACT

Date: October 3, 2022

### SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

6700 Westown Parkway  
West Des Moines, IA 50266

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: Two Hundred Two Thousand Nine Hundred Dollars and 00/100 (\$202,900.00)-----

### Description:

(Name and location)

Linn County Secondary Roads District #1 Shop – Phase 1 Project  
Phase 1 site improvements for Linn County Secondary Roads District #1 Shop. Phase 1 work will include minor demo and clearing and grubbing. Improvements will include topsoil stripping and placement of site cutfill (earthwork), installation of storm sewer, storm inlets, and roof drain tile, and construction of a detention basin with outlet structure and necessary armoring. Site Improvements will include placing macadam stone for drive and construction entrance. Temporary and Permanent Erosion Control will also be included in this package.  
2300 Block Covington Road, Palo, IA 52324.

### BOND

Date: October 12, 2022

(Not earlier than Construction Contract Date)

Amount: Two Hundred Two Thousand Nine Hundred Dollars and 00/100 (\$202,900.00)-----

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Connolly Construction Inc.

Signature:

Name: Dan Connolly  
and Title: Treasurer

(Any additional signatures appear on the last page of this Performance Bond.)

### SURETY

Company: (Corporate Seal)  
Merchants Bonding Company (Mutual)

Signature:

Name: E A von Harz  
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

AssuredPartners Great Plains LLC  
4200 University Ave., Ste. 200  
West Des Moines, Iowa 50266

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** 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 a declaration of 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.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

Bond Number: IAC593322

### CONTRACTOR:

(Name, legal status and address)

Connolly Construction Inc.

18409 N. Cascade Rd  
Peosta, IA 52068-8044

### OWNER:

(Name, legal status and address)

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

### CONSTRUCTION CONTRACT

Date: October 3, 2022

### SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

6700 Westown Parkway  
West Des Moines, IA 50266

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: Two Hundred Two Thousand Nine Hundred Dollars and 00/100 (\$202,900.00)-----

### Description:

(Name and location)

Linn County Secondary Roads District #1 Shop – Phase 1 Project  
Phase 1 site improvements for Linn County Secondary Roads District #1 Shop. Phase 1 work will include minor demo and clearing and grubbing. Improvements will include topsoil stripping and placement of site cut/fill (earthwork), installation of storm sewer, storm intakes, and roof drain tile, and construction of a detention basin with outlet structure and necessary armoring. Site Improvements will include placing macadam stone for drive and construction entrance. Temporary and Permanent Erosion Control will also be included in this package.  
2300 Block Covington Road, Palo, IA 52324.

### BOND

Date: October 12, 2022

(Not earlier than Construction Contract Date)

Amount: Two Hundred Two Thousand Nine Hundred Dollars and 00/100 (\$202,900.00)-----

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Connolly Construction Inc.

Signature:

Name: Danielle M. Connolly  
and Title: Treasurer

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)  
Merchants Bonding Company (Mutual)

Signature:

Name: E A von Harz  
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

AssuredPartners Great Plains LLC  
4200 University Ave., Ste. 200  
West Des Moines, Iowa 50266

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brandon Horbach; Courtney Meyer; Daniel M Molyneaux; E A von Harz; Greg T LaMair; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Stacey Rensberger; Stacy Paisley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of June, 2022.

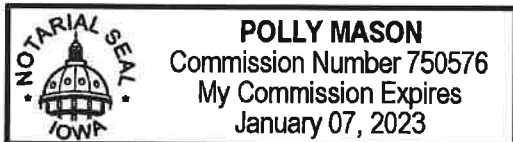


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Polly Mason*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of October, 2022.



*William Warner Jr.*  
Secretary



# 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 Third day of October 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 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404

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

Connolly Construction, Inc.  
18409 N Cascade Road  
Peosta, IA 52065  
Telephone Number: 563-876-3225

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

Linn County Secondary Roads District #1 Shop – Phase 1 Project  
Phase 1 site improvements for Linn County Secondary Roads District #1 Shop. Phase 1 work will include minor demo and clearing and grubbing. Improvements will include topsoil stripping and placement of site cut/fill (earthwork), installation of storm sewer, storm intakes, and roof drain tile, and construction of a detention basin with outlet structure and necessary armoring. Site Improvements will include placing macadam stone for drive and construction entrance. Temporary and Permanent Erosion Control will also be included in this package.  
2300 Block Covington Road, Palo, IA 52324.

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.

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)

[ X ] By the following date: Substantial Completion for earthwork operations for the building pad and driveway, and place phase 1 macadam stone by December 15, 2022. All other activities related to Phase 1 shall achieve substantial completion no later than June 15, 2023 with Final Completion no later than July 14, 2023.

§ 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 for earthwork operations for the building pad and driveway, and place phase 1 macadam stone by December 15, 2022. All other activities related to Phase 1 shall achieve substantial completion no later than June 15, 2023 with Final Completion no later than July 14, 2023. |

§ 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 Two Hundred and Two Thousand Nine Hundred Dollars and Zero Cents (\$ 202,900.00 ), 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)

See attached Exhibit F – Connolly Construction Unit Prices Proposal Form dated September 28, 2022.

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

Not Applicable.

**§ 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;

Init.

- .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.

### § 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

Init.

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 2<sup>nd</sup> Street SW  
 Cedar Rapids, IA 52404  
 Telephone Number: (319) 892-5105  
 Email: Darrin.gage@linncounty.org

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

Jude Connolly, Project Manager  
 Connolly Construction, Inc.  
 18409 N Cascade Road  
 Peosta, IA 52068  
 Telephone Number: 563-876-3225

**§ 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)                 |
|---------------------------------------------|------------------------------------------------------------|
| <b>Bid Bond</b>                             | <b>Five Percent (5.00%) of bid amount.</b>                 |
| <b>Performance, Labor, and Payment Bond</b> | <b>One Hundred Percent (100.00%) of Construction Cost.</b> |

**§ 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.

Init.

(Paragraph Deleted)

| Number | Title                              | Date            |
|--------|------------------------------------|-----------------|
| CV     | Cover Page                         | August 29, 2022 |
| C100   | Existing Conditions and Demolition | August 29, 2022 |
| C200   | Erosion Control Plan               | August 29, 2022 |
| C300   | Grading Plan                       | August 29, 2022 |
| C400   | Utility Plan                       | August 29, 2022 |
| C500   | Paving Plan                        | August 29, 2022 |
| C501   | Spot Elevation Plan                | August 29, 2022 |
| C600   | Details and Notes                  | August 29, 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 | September 13, 2022 | 11    |
| Addendum #2 | September 19, 2022 | 8     |

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 | August 30, 2022 | All   |
| Division 00   | Procurement and Contract Requirements               | August 30, 2022 | 3-24  |
| Division 01   | General Requirements                                | August 30, 2022 | 25-36 |

(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

Init.

*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 – Connolly Construction Bid Form dated September 23, 2022

Exhibit C – Connolly Construction Hold Harmless Agreement dated September 23, 2022

Exhibit D – Connolly Construction Appendix AA – Non-Collusion Affidavit dated September 23, 2022

Exhibit E – Connolly Construction Appendix CC – Certification of Nonsegregated Facilities dated September 23, 2022

Exhibit F – Connolly Construction Unit Prices Proposal Form dated September 28, 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:

*Danielle Connolly*

**CONTRACTOR** (Signature)

Danielle Connolly, Treasurer  
(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 13:08:59 ET on 10/06/2022.

### **PAGE 1**

**AGREEMENT** made as of the Third day of October in the year Two Thousand Twenty-two.

...

Linn County Board of Supervisors  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404

...

Connolly Construction, Inc.  
18409 N Cascade Road  
Peosta, IA 52065  
Telephone Number: 563-876-3225

...

Linn County Secondary Roads District #1 Shop – Phase 1 Project  
Phase 1 site improvements for Linn County Secondary Roads District #1 Shop. Phase 1 work will include minor demo and clearing and grubbing. Improvements will include topsoil stripping and placement of site cut/fill (earthwork), installation of storm sewer, storm intakes, and roof drain tile, and construction of a detention basin with outlet structure and necessary armoring. Site Improvements will include placing macadam stone for drive and construction entrance. Temporary and Permanent Erosion Control will also be included in this package.  
2300 Block Covington Road, Palo, IA 52324.

...

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.

...

☐ 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

☒ By the following date: Substantial Completion for earthwork operations for the building pad and driveway, and place phase 1 macadam stone by December 15, 2022. All other activities related to Phase 1 shall achieve substantial completion no later than June 15, 2023 with Final Completion no later than July 14, 2023.

...

All Portions of the Work

Substantial Completion for earthwork operations for the building pad and driveway, and place phase 1 macadam stone by December 15, 2022. All other activities related to Phase 1 shall achieve substantial completion no later than June 15, 2023 with Final Completion no later than July 14, 2023.

...

**§ 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 Two Hundred and Two Thousand Nine Hundred Dollars and Zero Cents (\$ 202,900.00 ), 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)**

...

See attached Exhibit F – Connolly Construction Unit Prices Proposal Form dated September 28, 2022.**PAGE 4**Not Applicable.

...

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.

## PAGE 7

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

...

Jude Connolly, Project Manager  
Connolly Construction, Inc.  
18409 N Cascade Road  
Peosta, IA 52068  
Telephone Number: 563-876-3225

...

**§ 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.

PAGE 8

.5 Drawings

...

| <u>Number</u> | <u>Title</u>                              | <u>Date</u>            |
|---------------|-------------------------------------------|------------------------|
| <u>CV</u>     | <u>Cover Page</u>                         | <u>August 29, 2022</u> |
| <u>C100</u>   | <u>Existing Conditions and Demolition</u> | <u>August 29, 2022</u> |
| <u>C200</u>   | <u>Erosion Control Plan`</u>              | <u>August 29, 2022</u> |
| <u>C300</u>   | <u>Grading Plan</u>                       | <u>August 29, 2022</u> |
| <u>C400</u>   | <u>Utility Plan</u>                       | <u>August 29, 2022</u> |
| <u>C500</u>   | <u>Paving Plan</u>                        | <u>August 29, 2022</u> |
| <u>C501</u>   | <u>Spot Elevation Plan</u>                | <u>August 29, 2022</u> |
| <u>C600</u>   | <u>Details and Notes</u>                  | <u>August 29, 2022</u> |

| Number                                                                                                                                                                           |                           | Title     | Date  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------|-------|
| ...                                                                                                                                                                              |                           |           |       |
| <del>.6</del> Specifications                                                                                                                                                     |                           |           |       |
| ...                                                                                                                                                                              |                           |           |       |
| <u>.4</u> 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 |
| ...                                                                                                                                                                              |                           |           |       |
| <del>.7</del> <u>.5</u> Addenda, if any:                                                                                                                                         |                           |           |       |
| ...                                                                                                                                                                              |                           |           |       |
| Number                                                                                                                                                                           | Date                      | Pages     |       |
| <u>Addendum #1</u>                                                                                                                                                               | <u>September 13, 2022</u> | <u>11</u> |       |
| <u>Addendum #2</u>                                                                                                                                                               | <u>September 19, 2022</u> | <u>8</u>  |       |
| Number                                                                                                                                                                           | Date                      | Pages     |       |
| ...                                                                                                                                                                              |                           |           |       |
| <del>.8</del> <u>.6</u> Other Exhibits:                                                                                                                                          |                           |           |       |
| ...                                                                                                                                                                              |                           |           |       |
| <del>[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:</del>                                                                                  |                           |           |       |
| ...                                                                                                                                                                              |                           |           |       |
| <del>(Insert the date of the E204-2017 incorporated into this Agreement.)</del>                                                                                                  |                           |           |       |
| ...                                                                                                                                                                              |                           |           |       |
| <del>[ ] The Sustainability Plan:</del>                                                                                                                                          |                           |           |       |
| ...                                                                                                                                                                              |                           |           |       |
| Title                                                                                                                                                                            | Date                      | Pages     |       |

...

[ X ] Supplementary and other Conditions of the Contract:

...

| <b>Document</b>      | <b>Title</b>                                               | <b>Date</b>            | <b>Pages</b> |
|----------------------|------------------------------------------------------------|------------------------|--------------|
| <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>August 30, 2022</u> | <u>All</u>   |
| <u>Division 00</u>   | <u>Procurement and Contract Requirements</u>               | <u>August 30, 2022</u> | <u>3-24</u>  |
| <u>Division 01</u>   | <u>General Requirements</u>                                | <u>August 30, 2022</u> | <u>25-36</u> |

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

**PAGE 9**

Exhibit B – Connolly Construction Bid Form dated September 23, 2022

...

Exhibit C – Connolly Construction Hold Harmless Agreement dated September 23, 2022

...

Exhibit D – Connolly Construction Appendix AA – Non-Collusion Affidavit dated September 23, 2022

...

Exhibit E – Connolly Construction Appendix CC – Certification of Nonsegregated Facilities dated September 23, 2022

...

Exhibit F – Connolly Construction Unit Prices Proposal Form dated September 28, 2022

...

Ben Rogers, Chair Board of Supervisors

Danielle Connolly, Treasurer

## **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 13:08:59 ET on 10/06/2022 under Order No. 4104236181 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:



477BA9B20C8C490...  
(Signed)

President

(Title)

10/7/2022 | 08:01:43 CDT

(Dated)

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Specifications:

Linn County Secondary Roads District #1 Shop - Phase 1 Project  
2300 Block Covington Road, Palo, IA 52324  
Architect Project No. I170104

August 30, 2022

**FORM OF PROPOSAL FOR**Linn County Secondary Roads District #1 Shop – Phase 1 Project  
2300 Block of Covington Road  
Palo, IA 52324DATE: 09/23/2022  
ARCHITECT'S PROJECT NO: I170104**PROPOSAL FOR GENERAL CONSTRUCTION**

Project Description: The scope of work for the public improvement project consists of, and is limited to; Phase 1 site improvements for Linn County Secondary Roads District #1 Shop. Phase 1 work will include minor demo and clearing and grubbing. Improvements will include topsoil stripping and placement of site cut/fill (earthwork), installation of storm sewer, storm intakes, and roof drain tile, and construction of a detention basin with outlet structure and necessary armoring. Site Improvements will include placing macadam stone for drive and construction entrance. Temporary and Permanent Erosion Control will also be included in this package.

To: Linn County Purchasing Department  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, Iowa 52404Name of Bidder: Connolly Construction Inc. a corporation/a partnership/an  
~~individual~~ (strike out Inapplicable terms) doing business as \_\_\_\_\_Address: 18409 N. Cascade Rd, Peosta IA. 52068Phone #: 563-876-3225Project Manager Name: Jude ConnollyProject Manager Email: connollyjude@gmail.comContract Signatory: Danielle M ConnollyContract Signatory Title: TreasurerContract Signatory Email: danielleconnolly23@gmail.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.

Specifications:

Linn County Secondary Roads District #1 Shop - Phase 1 Project  
2300 Block Covington Road, Palo, IA 52324  
Architect Project No. 1170104

August 30, 2022

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 9/13/2022.  
Addendum No. 2, dated 9/19/2022.  
Addendum No. 3, dated \_\_\_\_\_.  
Addendum No. 4, dated \_\_\_\_\_.

**Base Bid:**

two hundred & two thousand nine hundred (\$ 202,900.00 )  
dollars.

**Completion Dates:** Contractor shall achieve Substantial Completion for this project on the 15<sup>th</sup> December 2022 of the Written Notice to Proceed with Final Completion no later than 31<sup>st</sup> December 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: Connolly Construction Inc. Corporate Seal (if any) N/A

BY: Daniel M Connolly  
(Authorized Signature)

TITLE: Treasurer

Specifications:

Linn County Secondary Roads District #1 Shop - Phase 1 Project

August 30, 2022

2300 Block Covington Road, Palo, IA 52324

Architect Project No. 1170104

**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 23<sup>rd</sup> day of September, 2022

Connolly Construction Inc.

Name of Contractor

Linn County Secondary Rd's  
Project District # 1 Shop - Phase 1

BY:

Daniel M Connolly  
(Authorized Signature)Treasurer

Title

Specifications:

Linn County Secondary Roads District #1 Shop - Phase 1 Project  
2300 Black Covington Road, Palo, IA 52324  
Architect Project No. 1170104

August 30, 2022

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

PROJECT: Linn County Secondary Roads District #1 Shop – Phase 1 Project

## 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 Dubuque

I, Danielle M. Connolly being first duly sworn on oath do say that I am (a partner) (the owner) (the president\*) of the Connolly Construction Inc. 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.

Danielle M Connolly - Treasurer  
Signature

Subscribed and sworn to before me this 23rd day of September, 2022.

Stacy Steffen  
Notary Public in and for the State of Iowa

\*Or other corporate officer

My commission expires July 25, 2025

(appendaa.doc)



Specifications:

Linn County Secondary Roads District #1 Shop - Phase 1 Project  
2300 Block Covington Road, Palo, IA 52324  
Architect Project No. 1170104

August 30, 2022

**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: 9/23, 2022.

Connolly Construction Inc.

Name of Bidder

Danielle M. Connolly

By

Treasurer

Title

Official Address (including ZIP Code)

18409 N. Cascade Rd

Peosta, IA 52068

(appendcc.doc)

Specifications:

Linn County Secondary Roads District #1 Shop - Phase 1 Project  
2300 Block Covington Road, Palo, IA 52324  
Architect Project No. 1170104

August 30, 2022

**FORM OF PROPOSAL FOR GENERAL CONSTRUCTION UNIT PRICES FOR**

Linn County Secondary Roads District #1 Shop - Phase 1 Project  
2300 Block Covington Road  
Palo, IA 52324

DATE: 9/28/2022  
PROJECT NO: 1170104

The apparent low bidder shall submit this form within twenty-four (24) hours of the bid opening.

Name of Bidder: Connolly Construction Inc. a corporation/a partnership/an

~~individual~~ (strike out Inapplicable terms) doing business as \_\_\_\_\_

To: Linn County Purchasing Department  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404

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.

**UNIT PRICE TABULATION SHEET:**

**This table must be submitted by the apparent low General Contractor WITHIN 24 HOURS OF THE BID OPENING. The Owner reserves the right to reject the bid of the Contractor should the costs shown appear unreasonable. Prices are to be used in computing additional costs and credits for work on the project.**

| ESTIMATED QUANTITIES |                        |      |            |
|----------------------|------------------------|------|------------|
| NO.                  | ITEM                   | UNIT | UNIT PRICE |
| 1                    | EARTHWORK, EXCAVATION. | C.Y. | 3.40       |
| 2                    | EARTHWORK, IMPORT      | C.Y. | 1.20       |
| 3                    | MACADAM BASE           | C.Y. | 37.30      |

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 items shown provided the Owner accepts the previously submitted lump sum proposal or combination of proposals and submits to the contractor a Notice to Proceed or a contract for construction within forty-five (45) working days of the receipt of bids. If Notice to Proceed or the contract is received after forth-five (45) days than that number of days shall be added to the above completion date.

Specifications:

Linn County Secondary Roads District #1 Shop - Phase 1 Project  
2300 Block Covington Road, Palo, IA 52324  
Architect Project No. 1170104

August 30, 2022

The contractor hereby submits this unit price proposal.

BIDDER: Connolly Construction Inc. Corporate Seal (if any)

BY:   
(Authorized Signature)

TITLE: Treasurer

**Certificate Of Completion**

Envelope Id: A565921C8F544E3BA1431C88860E73AE

Status: Completed

Subject: Complete with DocuSign: Linn County Secondary Roads Phase 1 Construction Agreement

Source Envelope:

Document Pages: 25

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Justin Hoff

AutoNav: Enabled

700 11th St., Ste. 200

Enveloped Stamping: Enabled

Marion, IA 52302

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

justinh@martingardnerarch.com

IP Address: 209.252.169.97

**Record Tracking**

Status: Original

Holder: Justin Hoff

Location: DocuSign

10/6/2022 10:10:02 AM

justinh@martingardnerarch.com

**Signer Events**

Kyle Martin

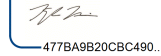
kylem@martingardnerarch.com

President

Martin Gardner Architecture, P.C.

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:

  
477BA9B20CBC490...**Timestamp**

Sent: 10/6/2022 10:14:20 AM

Viewed: 10/7/2022 6:01:32 AM

Signed: 10/7/2022 6:01:43 AM

Signature Adoption: Uploaded Signature Image  
Using IP Address: 63.151.249.57**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Danielle Connolly

danielleconnolly23@gmail.com

Office Administrator

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
F604E68AFD4C7...

Sent: 10/7/2022 6:01:50 AM

Viewed: 10/7/2022 6:21:58 AM

Signed: 10/9/2022 12:04:27 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 208.126.28.141**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 Coleman

sarahc@martingardnerarch.com

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 10/6/2022 10:14:20 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| Carbon Copy Events                                                                                                                                                                                  | Status | Timestamp                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------------------------------------|
| <p>Jude Connolly<br/>connollyjude@gmail.com<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>     | COPIED | Sent: 10/7/2022 6:01:48 AM                                           |
| <p>Darrin Gage<br/>darrin.gage@linncounty.org<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>   | COPIED | <p>Sent: 10/9/2022 12:04:30 PM<br/>Viewed: 10/10/2022 6:01:49 AM</p> |
| <p>Ben Rogers<br/>ben.rogers@linncountyiowa.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | COPIED | Sent: 10/9/2022 12:04:31 PM                                          |

| Witness Events          | Signature        | Timestamp             |
|-------------------------|------------------|-----------------------|
| Notary Events           | Signature        | Timestamp             |
| Envelope Summary Events | Status           | Timestamps            |
| Envelope Sent           | Hashed/Encrypted | 10/6/2022 10:14:20 AM |
| Certified Delivered     | Security Checked | 10/7/2022 6:21:58 AM  |
| Signing Complete        | Security Checked | 10/9/2022 12:04:27 PM |
| Completed               | Security Checked | 10/9/2022 12:04:31 PM |
| Payment Events          | Status           | Timestamps            |