

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, March 21, 2022

11 a.m.

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

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

Minutes - Discuss and decide on meeting minutes.

Public hearing to vacate all of the Class B portion of Betenbender Lane right-of-way in Section 3, Township 86 North, Range 06 West.

Discuss a Vacancy Form requesting a Clerical Specialist for the Secondary Road Department.

Discuss proposed Grant Administration Policy FM-011.

Discuss an agreement between Linn County and Unzeitig Construction for the Priority #1 Linn County Facilities Derecho Repairs project.

Discuss a proposal from Presentations, Inc. to design, produce, and install wayfinding signs in the Dr. Percy and Lileah Harris Building

Public Comment: Five Minute Limit per Speaker

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

Payroll Authorizations

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

Claims

Discuss and decide on claims.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence**Appointments****Adjournment**

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

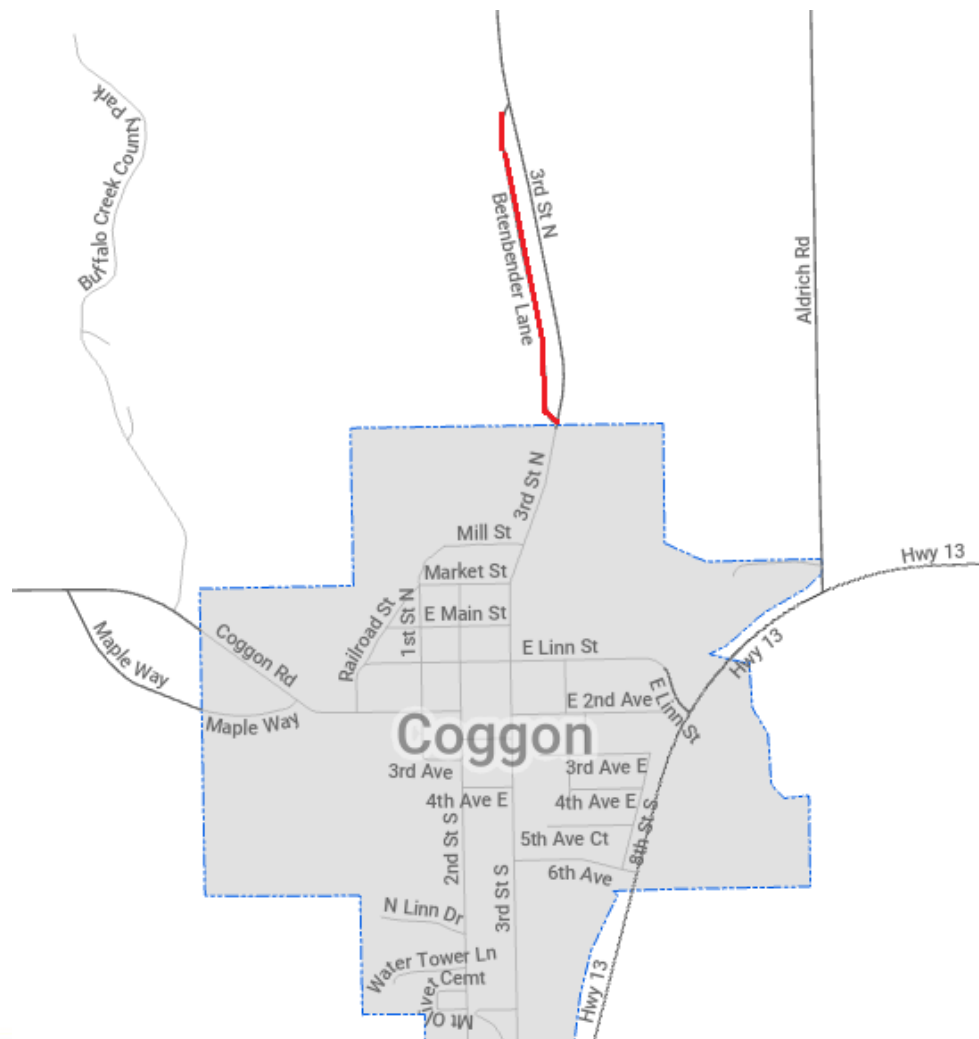


Betenbender Lane Vacation

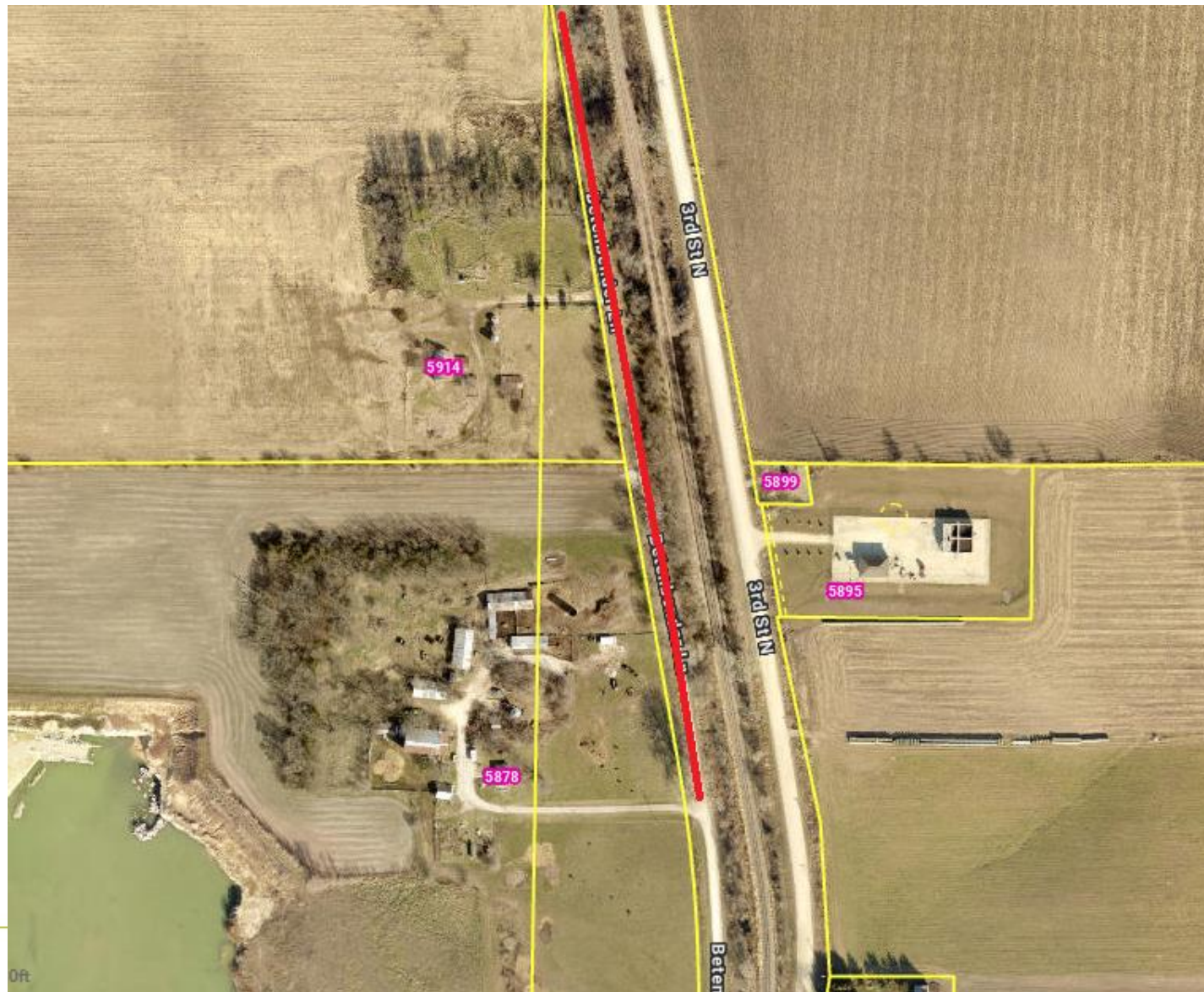
Linn County Secondary Road Department
2022



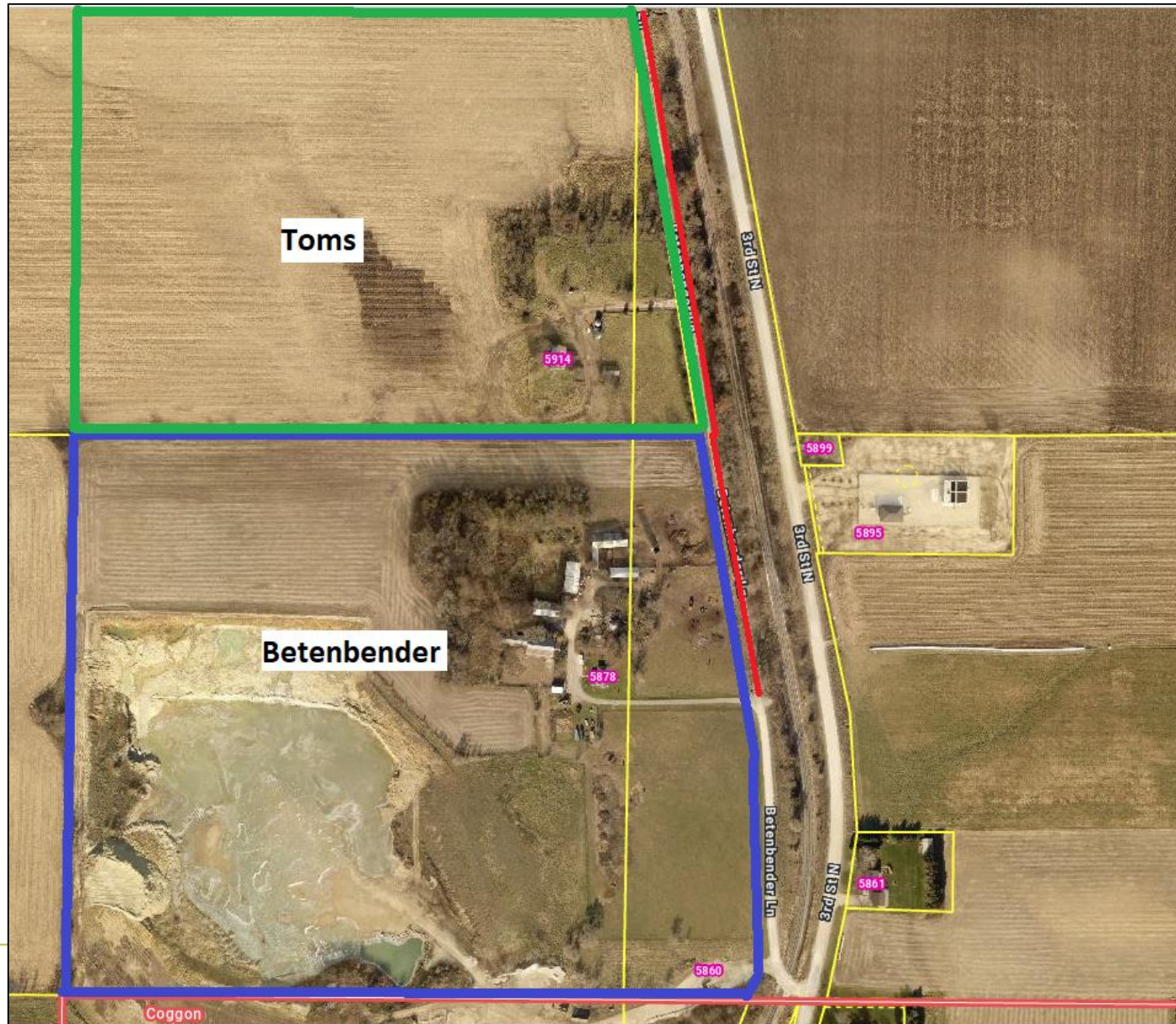
Betenbender Lane – Dead end road north of Coggon



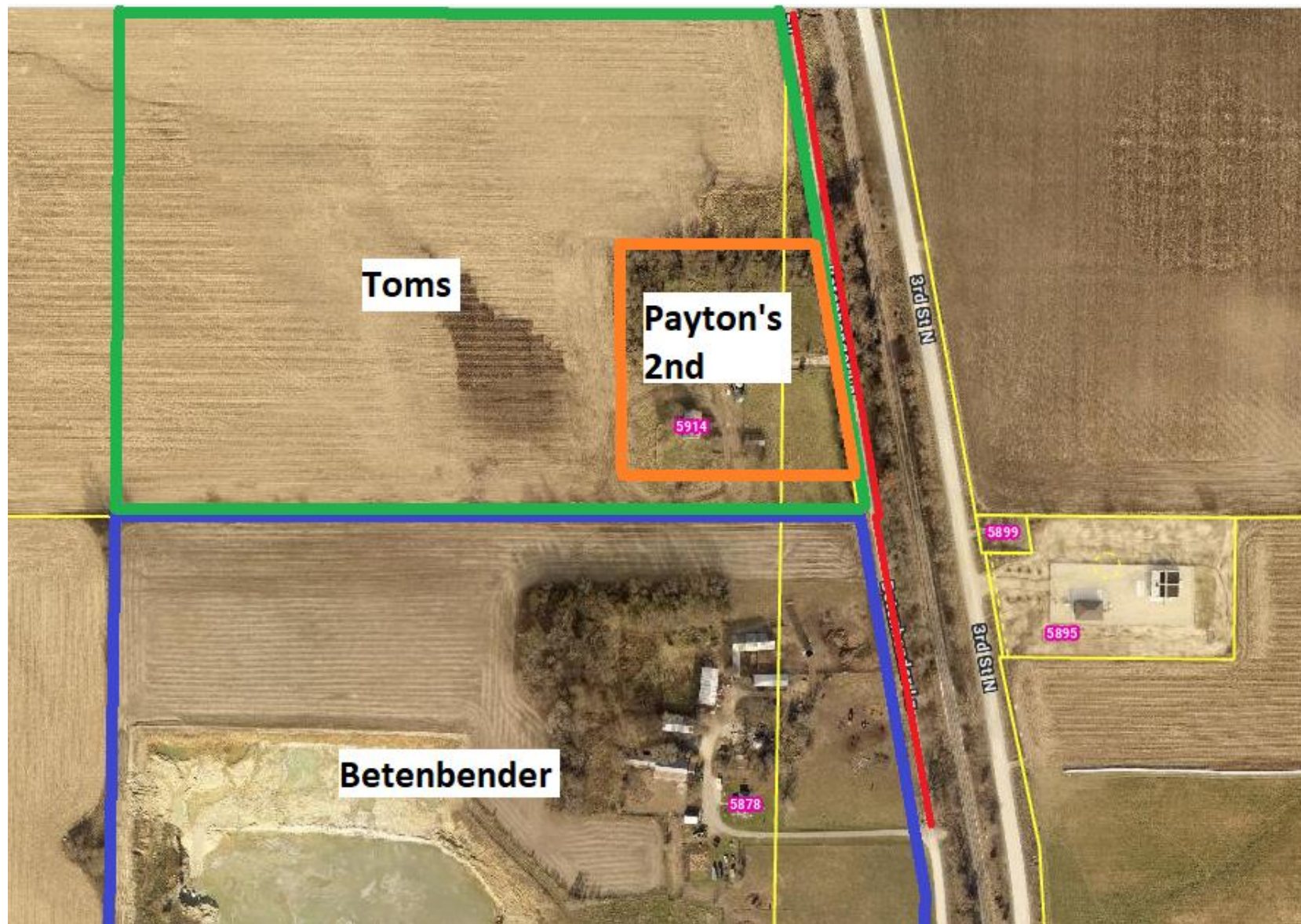
Area to be Vacated – North of 5878 Betenbender Lane



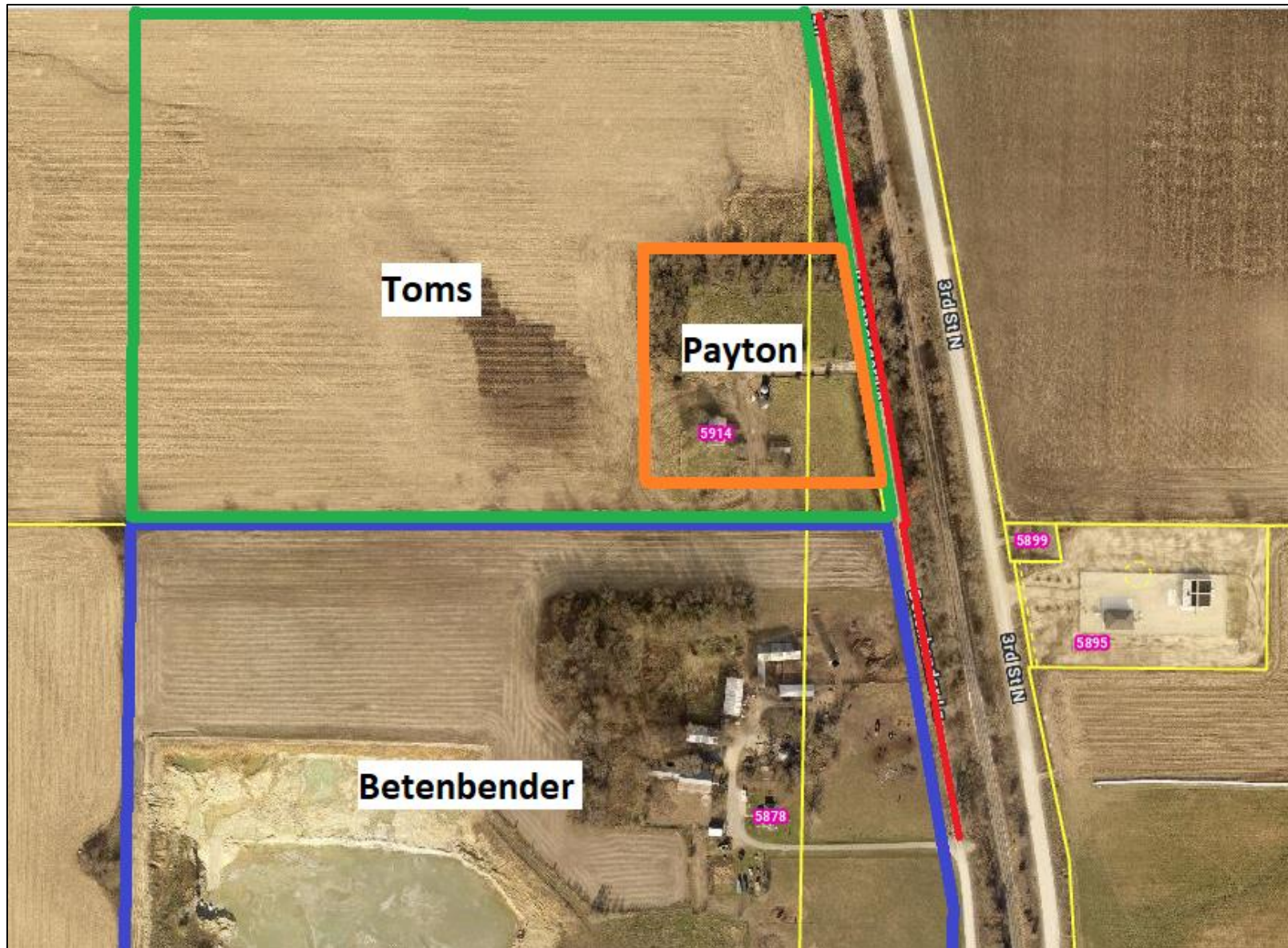
Current Owners



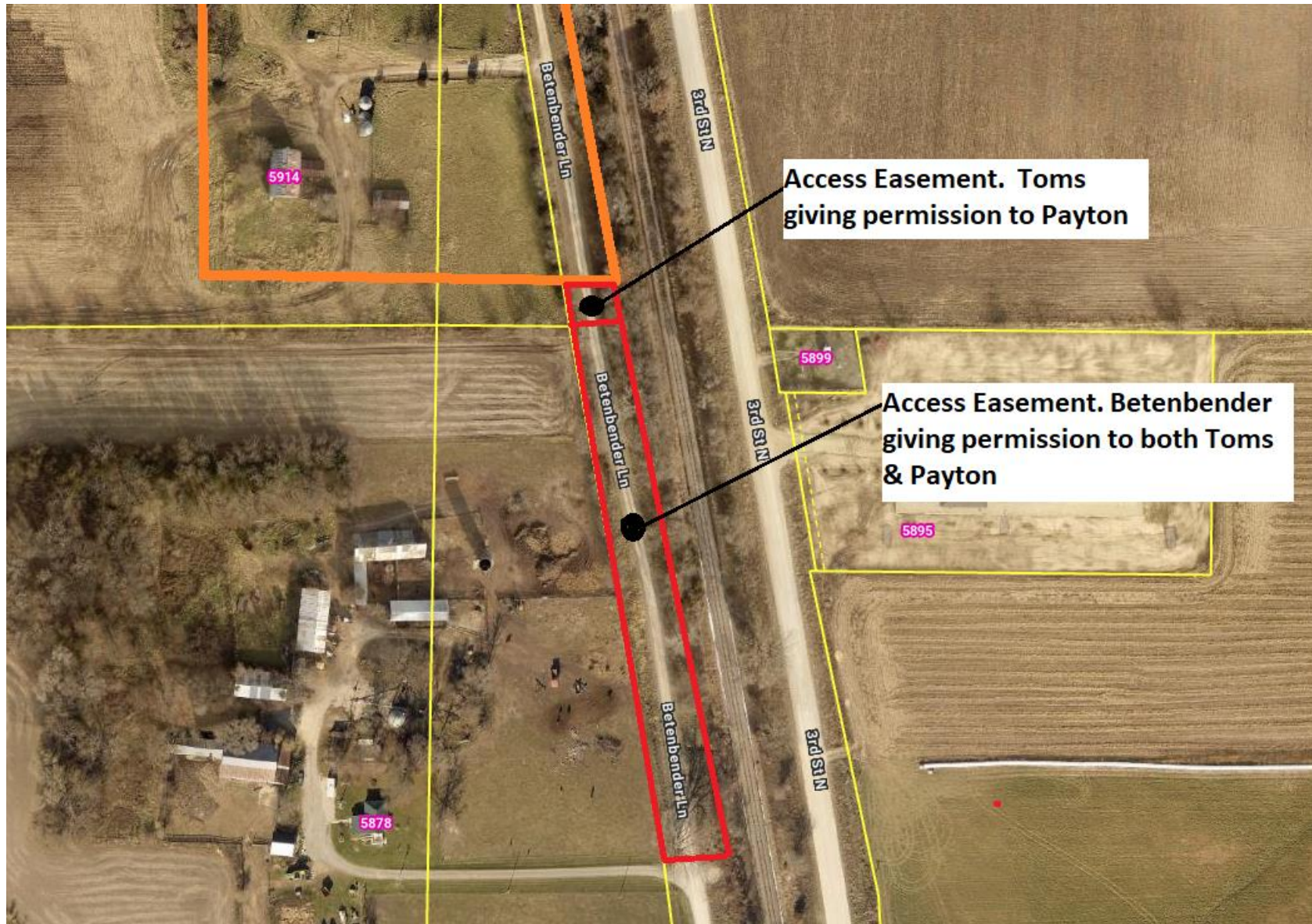
Final Plat – Peyton's Second Addition



Future Owners



Access Easements



LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Clerical Specialist

DEPARTMENT: Secondary Road Department

SHIFT/HOURS: M-F 7-3:30pm

VACANCY DATE: 3/21/2022

NUMBER OF POSITIONS: 1

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

NEW POSITION FUNDING SOURCE(S):

Current department budget

☐ GRANT FUNDING

☐ OTHER: _____

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # 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: [Signature]

3/10/2022
DATE

DEPARTMENT HEAD (original signature required)

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: [Signature]

HUMAN RESOURCES DIRECTOR

3-11-22
DATE

APPROVED BY: [Signature]

FINANCE/BUDGET DIRECTOR

3-14-22
DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Grant Administration <i>DRAFT</i>		Policy Number: FM-011	
Responsible Department: Finance & Budget			
Revision No: 01	Revision Date:	Policy Effective Date:	Expiration Date:
Initial Approval Date: BOS Minutes:		Distribution:	

I. PURPOSE & OBJECTIVES

Grants are an exceptional way to fund County projects; however, they come with the expectation that all work, including the management of the grant award, will follow the highest standards of the regulatory and budgetary requirements of the grantor and the County.

Grant agreements are legal contracts. It is the County's responsibility to carry out grant activities to accomplish its objective, while adhering to the regulatory and budgetary terms and conditions prescribed by the grantor in the grant agreement. Failure to do so exposes the County to legal liability and compromises current and future grant funding. The County carries a significant legal and ethical responsibility when accepting grant funding, and management of grant awards requires heightened awareness throughout the organization.

The purpose of the Grant Administration Policy is to:

- Ensure proper oversight of all funds appropriated to the County
- Minimize the County's risk of non-compliance with grant requirements
- Ensure proper administration and accounting of all grants

II. SCOPE

Any Linn County Department or Office that applies for and utilizes Federal grant funds. Federal grant funds are those funds that are received directly from a Federal awarding agency or from a pass-through entity.

State, local, and private grants should follow contractual obligations as defined in those award documents.

III. EXCEPTIONS

Previously received grant awards that have no substantial changes in the grant requirements.

IV. DEFINITIONS

Grant: Financial assistance awarded to the County from an external entity to carry out a public purpose or stimulation, or when specifically identified by the awarding agency, as a “Grant” at the time of award

Pass-through entity: A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program

Subaward: An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received

Subrecipient: An entity that receives a subaward from a pass-through entity to carry out part of a Federal award, does not include an individual or contractor that is a beneficiary of such award

V. ROLES & RESPONSIBILITIES

A. Department Head or Project Manager

1. Planning for grant acquisition
2. Preparation and submission of grant proposals including proposals for continuing current awards
3. Inform Purchasing Department of any special procurement requirements of the grant prior to award approval and prior to issuance of purchase orders
4. Grant Writing/Grant Application
5. Identification of matching funds requirement along with the planning and acquisition of these funds
6. Prepare departmental budget during budget cycle or prepare spring or fall budget amendments to include grant revenue & expenditures in budget amounts
7. Prepare Board of Supervisors agenda item to accept grant awards
8. Develop grant implementation plan
9. Manage grant programs and projects
10. Process drawdowns of grant funds

11. Document exclusions process for contractors on the exclusions (debarment) list
<https://sam.gov/content/exclusions>
12. Prepare and submit programmatic reports to grantors
13. Identify and monitor Subrecipients and maintain monitoring documentation.
14. Close out grant projects as detailed in the grant agreement or award letter

B. Finance & Budget Department

1. Provide general oversight of grant-related budget and accounting issues
2. Single-audit compliance requirements including:
 - a. Schedule of Expenditures for Federal Awards (SEFA) annual report
 - b. Internal controls compliance
 - c. Financial Statements
 - d. Audit findings follow-up with corrective action plan

C. Board of Supervisors or Authorized Designee

1. Authorize grant application submission
2. Authorize the acceptance of the grant award

D. Purchasing Department

1. Comply with applicable procurement requirements of the grant
2. Document exclusions process for procurement on the exclusions (debarment) list
<https://sam.gov/content/exclusions>

E. Legal Counsel

1. Provide legal review of all grants and contracts
2. Ensure statutory compliance and conformity to Federal and State laws, as well as rules and policies of the County

V. PROVISIONS

A. Grant Application, Acceptance, and Pre-award Procedures

1. Grants Identification and Application Procedures
 - a. Departments may use the following sources to locate funding for County projects:
 - i. State Funding Opportunities (www.iowagrants.gov)
 - ii. Federal Register (<https://www.federalregister.gov/>)
 - iii. Grants.gov (<http://www.grants.gov/>): Grants.gov is the clearinghouse for all federal grant opportunities, and allows organizations to electronically find and apply for and manage federal grant funds online through a common website
 - iv. Grantsolutions.gov(<https://home.grantsolutions.gov/home/>): GrantSolutions.gov is a comprehensive grants management system that allows applicants to apply for, manage, and report on the use of U.S. government funds for multiple programs such as federal Health & Safety funding and RESTORE Act
 - v. Other funding sources
2. Complete and submit Form (Exhibit A) to the following Departments:
 - a. Budget & Finance
 - b. Purchasing Department (if purchases will be made with grant funds)

B. Grant Administration - Post-award Acceptance Procedures

1. Compliance Monitoring - Monitoring and reporting of the County grant program activities is the responsibility of the Department Head or Project Manager. These responsibilities include:
 - a. Oversight of the operations of the Federal award supported activities
 - b. Financial and performance reporting to grantor
 - c. Communication with grantor of extenuating circumstances leading to:
 - i. Problems, delays, or adverse condition which impair the ability to meet the objective of the grant award

- ii. Favorable developments which enable meeting time schedules and objectives sooner or at less costs than anticipated or producing more or different beneficial results than planned.

2. Requirements for Pass-through Entity Awards

- a. Ensure that every subaward is identified as such to the subrecipient. Subaward information must include the following information:
 - i. Federal award identification, includes:
 - Subrecipient name and unique entity identifier
 - Federal Award Identification Number (FAIN) and Award Date
 - Subaward Period of Performance Start and End Date
 - Subaward budget Period Start and End Date
 - Amount of Federal Funds Obligated to the Subrecipient for this award
 - Total amount of Federal funds Obligated to Subrecipient by the pass-thru entity
 - Total amount of Federal funds committed to Subrecipient by the pass-thru entity
 - Federal award project description
 - Name of Federal award agency, pass-through entity, and contact information for awarding official of the pass-through entity
 - Assistance Listings number and Title
 - Identification of whether the award is Research & Development
 - Indirect cost rate for the Federal Award
 - ii. All requirements of the subaward to ensure compliance with Federal statutes, regulations and terms & conditions of the Federal award
 - iii. Any additional requirements deemed necessary for the pass-through entity to meet its responsibilities to the awarding agency

- iv. A requirement that the subrecipient must comply with access to records and financial statements by the pass-through entity and their auditors
 - v. Terms and conditions of closeout of the subaward
- b. Monitoring of the activities of the subrecipients is necessary to ensure that the subaward is used for authorized purposes and performance goals are achieved. Monitoring activities must include:
 - i. Review financial and performance reports
 - ii. Follow-up of timely and appropriate actions of deficiencies identified by the pass-through entity or auditors
 - iii. Management response to audit findings is provided to subrecipient
 - iv. Resolution of audit findings of the related subaward
 - v. Record the above monitoring steps are completed and must be available to be provided to external auditor upon request
- c. Compliance with program requirements and achievement of performance goals may be facilitated through:
 - i. Training and technical assistance on program-related matters
 - ii. On-site reviews of subrecipient program operations
 - iii. Verification of audit requirements of the subrecipient
- d. Noncompliance Remediation of subrecipient fund methods:
 - i. Temporary withholding of cash payments
 - ii. Disallow portion of applicable cost of activity that is not in compliance
 - iii. Suspend or terminate the Federal award
 - iv. Recommend suspension or debarment proceedings by the grantor

3. File Management & Retention

- a. Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of 5 years or 10 years in the case of Federal Emergency Management Agency (FEMA) grants

- b. Documents to be retained **must** be uploaded and attached to the Linn County Govsense software system

C. Federal Award Purchasing & Contract Procedures

To comply with Uniform Guidance: Uniform Administrative Requirements, Cost Principles, and Audit Requirements published by the Office of Management and Budget (OMB) the following Federal Award Purchasing Procedures shall supplement the County's current Purchasing Policy ([Policy OP-002](#)) for all Federal grant awards received by Linn County.

1. General Procurement Standards (2 CFR §200.318)
 - a. Must follow standards set in the following County policies:
 - i. [FM-002 Code of Ethics](#)
 - ii. [FM-003 Conflict of Interest](#)
 - b. The County should maintain records sufficient to detail the history of procurement. These records will include, but are not limited to the following:
 - i. Rationale for the method of procurement
 - ii. Selection of contract type
 - iii. Contractor selection or rejection
 - iv. Basis for the contract price
 - c. Time-and-Materials contracts may only be used when it has been determined that no other contract is suitable and the contract contains a ceiling price that the contractor exceeds at its own risk.
 - d. The County Department must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specification of their contracts.
2. Competition (2 CFR §200.319)
 - a. All procurement transactions must provide for full and open competition. Restrictive situations below are NOT acceptable practices:
 - i. Placing unreasonable requirements on firms to qualify to do business
 - ii. Requiring unnecessary experience or excessive bonding
 - iii. Allowing noncompetitive pricing practices between affiliated entities

- iv. Allowing noncompetitive contracts to consultants that are on retainer contracts
 - v. Organizational conflicts of interest
 - vi. Specifying only “brand name” products instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement
 - vii. Use of other arbitrary practices
- b. All solicitations for bid must:
- i. Incorporate a clear and accurate description of the requirements for the material, product or service to be procured
 - ii. Identify all requirements which the offerors must fulfill
 - iii. Specify other factors to be used in evaluating bids or proposals

3. Methods of Procurement (2 CFR §200.320)

- a. Noncompetitive procurements can be awarded in accordance with the following informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost:
- i. *Micro-purchases* – Acquisition of supplies or services in which the cost is less than the micro-purchase threshold
 - Federal micro-purchase threshold = \$10,000
 - Should distribute micro-purchases equitably among qualified suppliers when feasible
 - May be awarded without soliciting competitive price or rate quotations if the price is considered reasonable based on research, experience, purchase history, or other information and documents and files accordingly
 - P-Cards may be used if the process is followed according to the [Procurement Card Policy \(OP-015\)](#)
 - ii. *Small Purchases* – Acquisition of supplies or services in which the total cost is greater than the micro-purchase threshold, but less than the simplified acquisition threshold
 - Federal simplified acquisition threshold = \$250,000

- Price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the County
- b. The following formal procurement methods should be used when the value is greater than the simplified acquisition threshold (>\$250,000)
 - i. *Sealed bids* – Procurement method in which bids are publicly solicited and a firm fixed-price contract is awarded to the bidder that:
 - Conforms to the material terms and conditions
 - Is the lowest in price

Note: Sealed bids are preferred for construction contracts and must:

- Have complete, adequate, and realistic specifications or purchase description
 - Have two or more responsible bidders that are willing and able to compete effectively – documentation of lack of bidders must accompany procurement documents
 - Lend itself to a firm fixed-price contract that can be awarded principally on bidders price
 - Be publicly advertised
 - Have a predetermined time and place where the bids will be opened that is publicly advertised
- ii. *Proposals* – method in which either a fixed price or cost reimbursement type contract is awarded.
 - Must be solicited from at least 3 offerors
 - Must be publicly advertised
 - Contracts awarded to most advantageous proposal, considering price and other predetermined factors
 - Can be used for architectural/engineering services

4. Procurement and Contract Best Practices

- a. When appropriate and reasonable the County should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- b. The County should take affirmative steps to ensure that minority businesses, women's businesses, and labor surplus area firms are used when possible and should include the following steps:
 - i. Place these firms on the solicitation lists
 - ii. These firms are solicited when they are potential sources
 - iii. Divide total requirements, when economically feasible, into smaller tasks or quantities to encourage participation by these firms, except for projects that are subject to the public bidding process
 - iv. Require prime contractors who use subcontractors to follow these affirmative steps when appropriate

The following websites are good sources to find minority businesses and women's business enterprises:

- i. <http://www.sba8a.com/>
 - ii. <https://iowaeda.microsoftcrmpartals.com/tsb-search/>
 - c. The County should avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase, except for projects that are subject to the public bidding process. When appropriate, an analysis should be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - d. The County should consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services, and using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 - e. The County should award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
5. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II, 2 CFR 200)

- a. Contracts >\$10,000 must address termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement
- b. Contracts >\$250,000 must address breach of contract issues including sanctions and penalties
- c. All “federally assisted construction contracts” must include clause for Equal Employment Opportunity
- d. All prime construction contracts >\$2,000 must include compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act
- e. It is prohibited to procure or renew contracts on telecommunications and video surveillance services or equipment from Huawei Technologies or ZTE Corporation, including any subsidiary or affiliate of these entities
- f. Contracts and subgrants >\$150,000 must contain a provision of compliance with the Clean Air Act and the Federal Water Pollution Control Act
- g. Contractors that apply or bid for an award >\$100,000 must file the required certification in accordance with the Byrd Anti-Lobbying Amendment
- h. If the Federal award meets the definition of “funding agreement”, contracts entered into with small business firms or nonprofit organizations for the purpose of experimental, developmental, or research work must include provisions of “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”
- i. All contracts >\$100,000 that employ mechanics or laborers must include a provision for compliance with Contract Work Hours and Safety Standards Act
- j. No contract shall be awarded to a contractor included on the federally debarred bidder’s list. The list of entities that are not allowed to do business with the Federal government can be found at <https://sam.gov/content/exclusions>

D. Grant Administration – Grant Closeout

- 1. Grant Closeout (2 CFR §200.344)
 - a. The County must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

- b. Subrecipient awards must comply with the above conditions with the exception of a deadline of 90 calendar days.
- c. Unless the Federal awarding agency or pass-through entity authorizes an extension, the County will liquidate all obligations incurred under the Federal award not later than 120 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- d. The County will promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that is not authorized to be retained by the County for use in other projects.
- e. The County will account for any real and personal property acquired with Federal funds or received from the Federal government.
 - Refer to [Capital Asset Policy, FM-045](#) for identification and disposition of federal funded assets

Appendix A

GRANT INFORMATION FORM

Linn County Department	
Grant Title	
Awarding Agency	
Agency Contact Information	
CFDA# (s)	
Amount of Award (Include Funding splits)	



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 Seventh day of March in the year Two Thousand Twenty-two

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

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

for the following Project:

(Name, location and detailed description)

Priority #1 Linn County Facilities Derecho Repairs

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

Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids, Iowa; Correctional Center, 53 3rd Avenue Bridge, Cedar Rapids, Iowa; Dr. Percy and Lileah Harris Building, 1020 6th Street SE, Cedar Rapids, Iowa; Juvenile Detention and Diversion Center, 800 Walford Road SW, Cedar Rapids, Iowa; Juvenile Justice Center, 211 8th Avenue SW, Cedar Rapids, Iowa; Public Service Center, 935 2nd Street SW, Cedar Rapids, Iowa.

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)

Init.

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User Notes:

(3B9ADA31)

☒ By the following date: Substantial Completion no later than July 31, 2022 with Final Completion no later than August 31, 2022

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

Portion of Work

All Portions of the Work

Substantial Completion Date

Substantial Completion no later than July 31, 2022 with Final Completion no later than August 31, 2022.

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ninety-six Thousand Five Hundred Dollars and Zero Cents (\$ 396,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

(Table Deleted)

Not Applicable.

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

(Table Deleted)

Not Applicable.

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

(Table Deleted)

Not Applicable.

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

(Table Deleted)

Not Applicable.

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

Not Applicable.

Init.

§ 4.6 Other:

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

Not Applicable.

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

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

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

Last day of the Month.

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

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

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

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

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

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

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

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

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

Init.

§ 5.1.7 Retainage

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

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

Five (5.00%) Percent.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Not Applicable.

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

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

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

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

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

Not Applicable.

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

18.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

Architect

§ 6.2 Binding Dispute Resolution

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

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

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

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

Init.

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User Notes:

(3B9ADA31)

Email: Darrin.gage@linncounty.org

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

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

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

§ 8.5 Insurance and Bonds

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

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable.

§ 8.7 Other provisions:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2

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

(Paragraphs Deleted)

.3

Drawings.

(Paragraph Deleted)

Init.

Number	Title	Date
CV	COVER SHEET, NOTES, CONTACT INFORMATION	February 7, 2022
A-101	COMMUNITY SERVICES BUILDING DAMAGE	February 7, 2022
A-102	COMMUNITY SERVICES BUILDING DAMAGE	February 7, 2022
A-103	CORRECTIONAL CENTER DAMAGE	February 7, 2022
A-104	JUVENILE JUSTICE CENTER DAMAGE	February 7, 2022
A-105	PUBLIC SERVICE CENTER DAMAGE	February 7, 2022
A-106	JUVENILE DETENTION AND DIVERSION CENTER DAMAGE	February 7, 2022
A-107	DR. PERCY AND LILEAH HARRIS BUILDING DAMAGE	February 7, 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	February 25, 2022	24

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	February 7, 2022	All
Division 00	Procurement and Contract Requirements	February 7, 2022	3-22
Division 01	General Requirements	February 7, 2022	23-28

(Table Deleted)

- .7** Other documents, if any, listed below:

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

Init.

Exhibit B – Unzeitig Construction Bid Form dated March 4, 2022.
Exhibit C – Unzeitig Construction Hold Harmless Agreement dated March 4, 2022.
Exhibit D – Unzeitig Construction Appendix AA – Non-Collusion Affidavit dated March 4, 2022.
Exhibit E – Unzeitig Construction Appendix CC Certification of Nonsegregated Facilities dated March 4, 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:

Jim Unzeitig

CONTRACTOR *(Signature)*

Jim Unzeitig Vice President
(Printed name and title)

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:01:54 ET on 03/15/2022.

PAGE 1

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

...

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

...

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

...

Priority #1 Linn County Facilities Derecho Repairs

The scope of the work for the public improvement project consist of, and is limited to, repairs to documented
Derecho damage at the following Linn County facilities:
Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids, Iowa; Correctional Center, 53
3rd Avenue Bridge, Cedar Rapids, Iowa; Dr. Percy and Lileah Harris Building, 1020 6th Street SE, Cedar Rapids,
Iowa; Juvenile Detention and Diversion Center, 800 Walford Road SW, Cedar Rapids, Iowa; Juvenile Justice
Center, 211 8th Avenue SW, Cedar Rapids, Iowa; Public Service Center, 935 2nd Street SW, Cedar Rapids, Iowa.

...

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

...

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

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ninety-six Thousand Five Hundred Dollars and Zero Cents (\$396,500.00), subject to additions and deductions as provided in the Contract Documents.

...

Item**Price**

...

Not Applicable.

...

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

...

Not Applicable.

...

Item**Price**

...

Not Applicable.

...

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...

Not Applicable.

...

Not Applicable.

PAGE 4

Not Applicable.

...

Last day of the Month.

...

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

PAGE 5

Five (5.00%) Percent.

...

Not Applicable.

...

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

...

Not Applicable.

PAGE 6

18.00 % per annum

...

Architect

...

☒ Litigation in a court of competent jurisdiction

...

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

...

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

PAGE 7

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

...

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

...

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

...

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

...

Type of insurance or bond
Bid Bond
Performance, Labor, and Payment
Bond

Limit of liability or bond amount (\$0.00)
Five Percent (5.00%) of bid amount.
One Hundred Percent (100.00%) of Construction Cost.

...

Not Applicable.

...

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

...

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

...

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

...

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

...

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

...

~~.3~~

...

~~Drawings.~~

...

~~.5 Drawings~~

PAGE 8

<u>Number</u>	<u>Title</u>	<u>Date</u>
CV	COVER SHEET, NOTES, CONTACT INFORMATION	February 7, 2022
A-101	COMMUNITY SERVICES BUILDING DAMAGE	February 7, 2022
A-102	COMMUNITY SERVICES BUILDING DAMAGE	February 7, 2022
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A-105	PUBLIC SERVICE CENTER DAMAGE	February 7, 2022
A-106	JUVENILE DETENTION AND DIVERSION CENTER DAMAGE	February 7, 2022
A-107	DR. PERCY AND LILEAH HARRIS BUILDING DAMAGE	February 7, 2022

Number Title Date

...

~~.6~~ Specifications

...

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

...

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

...

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

...

Addendum #1	February 25, 2022	24
-------------	-------------------	----

...

~~.8~~.6 Other Exhibits:

...

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

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

...

~~[] The Sustainability Plan:~~

...

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

...

☒ Supplementary and other Conditions of the Contract:

...

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

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
...			
<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>AIA A201-2017</u>	<u>General Conditions of the Contract for Construction</u>	<u>February 7, 2022</u>	<u>All</u>
<u>Division 00</u>	<u>Procurement and Contract Requirements</u>	<u>February 7, 2022</u>	<u>3-22</u>
<u>Division 01</u>	<u>General Requirements</u>	<u>February 7, 2022</u>	<u>23-28</u>
...			

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

PAGE 9

Exhibit B – Unzeitig Construction Bid Form dated March 4, 2022.

Exhibit C – Unzeitig Construction Hold Harmless Agreement dated March 4, 2022.

Exhibit D – Unzeitig Construction Appendix AA – Non-Collusion Affidavit dated March 4, 2022.

Exhibit E – Unzeitig Construction Appendix CC Certification of Nonsegregated Facilities dated March 4, 2022.

Ben Rogers, Chair Board of Supervisors

Jim Unzeitig Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kyle Martin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:01:54 ET on 03/15/2022 under Order No. 2114239651 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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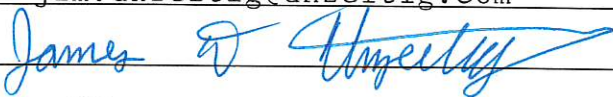
END TABLE OF CONTENTS

FORM OF PROPOSAL FOR BUILDING CONSTRUCTIONPriority #1 Linn County Facilities Derecho Repairs
Varies addresses in the CountyDATE: 3-4-22

ARCHITECT'S PROJECT NO: I1700.03

PROPOSAL FOR GENERAL CONSTRUCTION

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

Community Services Building - 1240 26th Avenue Court SW, Cedar Rapids, Iowa
Correctional Center - 53 3rd Avenue Bridge, Cedar Rapids, Iowa
Dr. Percy and Lileah Harris Building - 1020 6th Street SE, Cedar Rapids, Iowa
Juvenile Detention and Diversion Center - 800 Walford Road SW, Cedar Rapids, Iowa
Juvenile Justice Center - 211 8th Avenue SW, Cedar Rapids, Iowa
Public Service Center - 935 2nd Street SW, Cedar Rapids, IowaTo: Linn County Purchasing Department
935 2nd Street SW
Cedar Rapids, Iowa 52404Name of Bidder: Unzeitig Construction a corporation/~~a partnership/an~~
~~individual~~ (strike out Inapplicable terms) doing business as _____Address: 1619 F Ave NE Cedar Rapids, Iowa 52402Phone #: 319 362 3221Project Manager Name: Jim UnzeitigProject Manager Email: jim.unzeitig@unzeitig.comContract Signatory: Contract Signatory Title: VPContract Signatory Email: jim.unzeitig@unzeitig.com

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

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

Specifications:

Priority #1 Linn County Facilities Derecho Repairs
Multiple Project Locations
Architect Project No. I170003

February 7, 2022
Exhibit B

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

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

Addendum No. 1, dated 2-25-22.
Addendum No. 2, dated _____.
Addendum No. 3, dated _____.
Addendum No. 4, dated _____.

Base Bid:

Three Hundred Ninety Six Thousand Five Hundred (\$ 396,500.⁰⁰)

Completion Dates: Contractor shall achieve Substantial Completion for this project on

31 July 2022 of the Written Notice to Proceed with Final Completion no later than 31 August 2022.

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

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

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

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

BIDDER: Unzeitig Construction Corporate Seal (if any)

BY: 
(Authorized Signature)

TITLE: VP

HOLD HARMLESS AGREEMENT

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

Date this 4 day of March, 2022

<u>Unzeitig Construction</u>	<u>Priority #1 Derecho Repairs</u>
Name of Contractor	Project
BY: 	
(Authorized Signature)	
<u>VP</u>	
Title	

APPENDIX AA
NON-COLLUSION AFFIDAVIT
LINN COUNTY, IOWA

PROJECT: Priority #1 Linn County Facilities Derecho Repairs

BIDDER'S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

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

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

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

AFFIDAVIT

State of Iowa County Linn

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

Signature

Subscribed and sworn to before me this 4 day of March, 2022.

Notary Public in and for the State of Iowa



*Or other corporate officer

My commission expires 3/27/2025

(appendaa.doc)

Specifications:

Priority #1 Linn County Facilities Derecho Repairs
Multiple Project Locations
Architect Project No. I170003

February 7, 2022

Exhibit E

APPENDIX CC
CERTIFICATION OF NONSEGREGATED FACILITIES

BIDDER'S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

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

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

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

Date: 3-4, 2022.Unzeitig Construction

Name of Bidder



By

VP

Title

Official Address (including ZIP Code)

1619 F Ave NECedar Rapids, Iowa 52402

(appendcc.doc)

Certificate Of Completion

Envelope Id: AD055378611743FA99BC81A57D6164D7

Status: Sent

Subject: Please DocuSign: Linn County Derecho Priority #1 Revised Construction Contract

Source Envelope:

Document Pages: 23

Signatures: 1

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 & Canada)

justinh@martingardnerarch.com

IP Address: 173.23.136.135

Record Tracking

Status: Original

Holder: Justin Hoff

Location: DocuSign

3/15/2022 7:04:22 AM

justinh@martingardnerarch.com

Signer Events**Signature****Timestamp**

Ben Rogers

Sent: 3/15/2022 7:09:21 AM

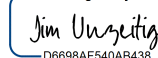
ben.rogers@linncountyiowa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jim Unzeitig

DocuSigned by:


D6698AF540AB436...

Sent: 3/15/2022 7:09:20 AM

jim.unzeitig@unzeitig.com

Viewed: 3/15/2022 7:18:02 AM

Security Level: Email, Account Authentication
(None)

Signed: 3/15/2022 7:26:48 AM

Signature Adoption: Pre-selected Style

Using IP Address: 209.181.208.182

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kyle Martin

Sent: 3/15/2022 7:09:21 AM

kylem@martingardnerarch.com

Martin Gardner Architecture, P.C.

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

Darrin Gage

COPIED

Sent: 3/15/2022 7:09:21 AM

darrin.gage@linncounty.org

Viewed: 3/15/2022 9:58:06 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Sarah Coleman sarahc@martingardnerarch.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/15/2022 7:09:21 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/15/2022 7:09:22 AM
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Payment Events	Status	Timestamps
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935 Boyson Ct, Suite B • Hiawatha, IA 52233 • 319-396-8101

PROPOSAL

March 12, 2022

Linn County
Darrin Gage
Director of Policy & Administration
Board of Supervisors | Administration
935 2nd St. SW
Cedar Rapids, IA 52404

RE: Harris Building Wayfinding

Presentations, Inc. is a nationally known environmental graphic design and build firm. We are a creative resource to help you visually extend your brand and message into any space. We specialize in creating highly customized solutions for interior branding, donor recognition, history displays, wayfinding, digital displays, and interactive exhibits. Our commitment is to professional relations in consulting, design, fabrication and installation, providing a complete package of services to answer all of your project's needs. Our in-house capabilities include concept and graphic design, digital hardware and ARREYA software service, printing, cabinetry, CNC milling and engineering.

Our one-stop-shop will assure consistency throughout the project along with fast, reliable service on any issues or concerns after the project is complete. We warranty our projects for one year after completion.

PROJECT OVERVIEW

The following proposal is based on information provided and as Presentations, Inc. understands that information. Presentations will setup design, produce and install the following using our previously designed wayfinding guide. The sign code types can be referenced in the sign guide.

1)	Sign type IWS - Interactive touch screen with printed back panel.....	\$3575.50
	Content design for digital wayfinding.....	\$4000.00
	Brochure holder display companion to above display.....	\$2500.00
	Arreya software first year subscription	\$ 834.00
2)	SBS Quantity of 8 @ 89.70.....	\$ 717.60
3)	FDS Quantity of 1 @ 541.00.....	\$ 541.00
4)	WBS Quantity 31 @ 386.00.....	\$11,966.00
5)	SFS Quantity 6 @ 80.00.....	\$ 480.00

6)	LDS	Quantity 5 @ 1900.00.....	\$ 9500.00
7)	SRS	Quantity 68 @ 64.25.....	\$ 4369.00
8)	ODS	Quantity 2 @ 567.50.....	\$ 1135.00
9)	SSA	Quantity 23 @ 146.00.....	\$ 3358.00
10)	RNS	Quantity 65 @ 85.80.....	\$ 5577.00
11)	Design Setup, onsite mapping verification.....		\$ 8000.00
12)	Exterior monument design and design for lobby signage.....		\$1400.00
13)	Installation.....		\$ 5500.00
Total.....			\$63,453.10

Design proofs are sent via email and formal signature approval on final designs is required prior to any fabrication.

QUOTE AND PAYMENT SCHEDULE

All quotes are good for 30 days and commence upon signature approval. All electrical requirements, taxes, building permits or fees are the responsibility of the client and not included in the quote.

Billing will occur after completion of design, prior to fabrication and for materials received. The Arreya Digital Signage software subscription will be billed at the commencement. Subscription must be active to begin the digital design.

Upon signature of this proposal, the project will commence. If the project is suspended in whole or in part or delayed by Linn County for more than 4 weeks, Presentations, Inc. reserves the right to charge a restart fee and or re-negotiate the fee to reflect any changes in hourly rates, expenses or project scope. In the case of a project suspension, Presentations, Inc. shall be paid for all services performed and reimbursements expended to that date.



Sketches, copy, dummies and all other creative work developed by PRESENTATIONS are PRESENTATIONS' exclusive property. PRESENTATIONS must give written approval for all use of this work and for any ideas derived from it.



COPYRIGHTS. The client also warrants that any photos or logos provided by the client to be printed are not copyrighted by a third party. The client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the client agrees to indemnify and hold PRESENTATIONS harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

PRESENTATIONS holds the rights to Rail Wall® Systems and Arreya® Digital Signage Suite. Any replication or simulation of systems or use of registered names is prohibited and illegal without prior written consent from the owners of Presentations, Inc.

The above proposal was accepted by and authorized on behalf of Linn County.

ACCEPTANCE OF PROPOSAL

Commencement Date_____ By_____

LINN COUNTY
Ben Rogers, Chairperson
Board of Supervisors

WARRANTY

Presentations, Inc. warrants all products for one year from completion. This warranty includes all labor and materials to repair due to defects in workmanship or materials. Defects due to normal wear and tear, vandalism, neglect or acts of nature are not covered. The warranty includes digital hardware and software and in some cases the warranty may be different due to manufacturer's extended warranties on specific digital elements.

Presentations, Inc. prides itself on its prompt response to any defects or concerns and works diligently to correct any issues in a timely manner. Presentations, Inc. is not responsible for costs or repairs without prior notification.