LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, April 10, 2019
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

Consent Agenda
Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

- Statement of Costs—Mount Vernon Community School District Special Election

Reports

Resolutions
Resolution to appoint Bradley J. Ketels, P.E., County Engineer, Jon Resler, P.E., Assistant County Engineer, and Garret Reddish, P.E., Assistant County Engineer to serve in the capacity of Linn County Engineer and perform all duties of the Linn County Engineer.

Resolution suspending taxes for one (1) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity or both.

Contract and Agreements

Approve and authorize Chair to sign the Iowa Department of Transportation Secondary Road Budget for Fiscal Year 2020.

Approve and authorize Chair to sign Iowa Department of Transportation Five Year Secondary Road Construction Program for Fiscal Year 2020.

Award bid and authorize Chair to sign the contract for Fuel Delivery to Linn Cooperative Oil Company to be in effect from 7/1/2019 – 6/30/2022 for the Linn County Secondary Road Department.

Award bid and authorize Chair to sign the contract for Oil & DEF Delivery to Consolidated Energy Company to be in effect from 7/1/2019 – 6/30/2022 for the Linn County Secondary Road Department.

Award bid and authorize Chair to sign the IDOT contract and associated documents for project BROS-SWAP-C057(139)—FE-57, bridge replacement on Jordans Grove Road, between Linn County and A.M. Cohron & Son, Inc. in the amount of $1,969,450.47 for the Secondary Road Department.

Approve and authorize Chair to sign a proposed Letter of Agreement between Linn County and Saxton, Inc. in reference to Linn County Community Services Building furniture reconfiguration.
Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for card access
and door controls in the amount of $9,053.00 at the following locations: Community Services Building, Correction
Center, Court House, Election Depot, Fillmore, Juvenile Justice Center, Public Health, Public Service Center, and the
Sheriff’s Office.

Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for the card
access and door controls in the amount of $14,307.00 for the Juvenile Detention Center.

Approve and authorize Chair to sign a purchase order #5522 for $55,305.00 to Darnell Construction to replace
shingles and sheeting on salt bunkers at 8 Secondary Road shops.

Approve and authorize Chair to sign a purchase order #5523 for $20,736.00 to Central Petroleum Equipment
Company for the removal and replacement of 2 suction pumps at Secondary Roads.

Authorize Chair to sign purchase order #5524 for $35,280.72 to Schumacher for annual passenger and freight
elevator maintenance for the County’s elevators.

Licenses & Permits

Approve Class C Liquor License for Rolling Acres Golf Course, 4761 Rolling Acres Rd., Center Point, noting all
conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Proclamation: National Public Safety Telecommunicators Week—April 14-20, 2019

Set a public hearing to be held on Monday April 22, 2019 at 10:00am to name a private lane lying within a shared
access easement recorded in Linn County Book 10111 Page 383 and Book 10291 Page 137 as Stone Ridge Lane.

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.

Claims
Discuss and decide on claims.

Board Member Reports

Legislative Update

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@linncounty.org.
April 10, 2019

To: Linn County Board of Supervisors

From: Joel D. Miller, Linn County Auditor & Commissioner of Elections

Re: Statement of Election Costs

Please receive and place on file the election cost figures below. The figures represent costs for the Mount Vernon Community School District Special Election held on April 2, 2019. Costs for this election will be assessed as shown below.

Joel D. Miller
Linn County Auditor
935 2nd St. SW
Cedar Rapids, IA 52404
(p) 319-892-5300  (f) 319-892-5359

Statement of Election Costs

<table>
<thead>
<tr>
<th>Costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAGES / MILEAGE</td>
<td></td>
</tr>
<tr>
<td>Election Officials / Precinct Rovers / etc.</td>
<td>$1,371.00</td>
</tr>
<tr>
<td>Election Technicians</td>
<td>$0.00</td>
</tr>
<tr>
<td>Temporary Office Staff</td>
<td>$0.00</td>
</tr>
<tr>
<td>Permanent Office Staff (Over regularly scheduled hours)</td>
<td>$142.50</td>
</tr>
<tr>
<td>Satellite Workers</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mileage Reimbursements</td>
<td>$160.08</td>
</tr>
<tr>
<td>PRINTING</td>
<td></td>
</tr>
<tr>
<td>Election Registers</td>
<td>$25.20</td>
</tr>
<tr>
<td>Ballots</td>
<td>$390.00</td>
</tr>
<tr>
<td>Photo Copies &amp; Signs</td>
<td>$0.00</td>
</tr>
<tr>
<td>Polling Place Change Notices</td>
<td>$0.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td></td>
</tr>
<tr>
<td>Tally Envelopes/ Spoiled Ballot Envelopes</td>
<td>$0.67</td>
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<tr>
<td>Absentee Ballot Envelopes/Supplies</td>
<td>$4.31</td>
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<tr>
<td>Voter Rosters</td>
<td>$1.40</td>
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<tr>
<td>&quot;I Voted&quot; Stickers</td>
<td>$3.12</td>
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<tr>
<td>Labels/Paper at Precinct (E-Poll Book)</td>
<td>$2.07</td>
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<tr>
<td>Miscellaneous Forms &amp; Supplies</td>
<td>$5.07</td>
</tr>
<tr>
<td>PUBLICATIONS &amp; ADVERTISING</td>
<td></td>
</tr>
<tr>
<td>Public Notices &amp; Sample Ballots</td>
<td>$245.48</td>
</tr>
<tr>
<td>Additional Advertising</td>
<td>$0.00</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES</td>
<td></td>
</tr>
<tr>
<td>Ballot-on-Demand</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
Vote-by-Mail $0.00
Election Night Reporting

POSTAGE
Precinct Official Communications $11.90
Absentee Ballots - Mailing Out $0.00
Absentee Ballots - Returned by Mail $5.54
Sample Ballot Mailer $0.00

POLLCING PLACE
Building Rental $0.00
Security Officers for Schools $0.00
Van Rental & Gas (Machine Delivery) $0.00
Car Rental & Gas (Election Day / Satellite Vehicles) $0.00
Technician Van Gas $30.53

OTHER
Lookup Tool Update $0.00
Meals $0.00
Photo Copier Rental $0.00

ELECTION TOTAL: $2,398.87
LESS AMOUNT, IF ANY PAID BY COUNTY: $142.50
ELECTION COST TO DISTRICT: $2,256.37

If you have any questions regarding this statement, contact the Elections Office at 892-5300.
Please make warrant payable to the LINN COUNTY TREASURER and remit to:
Linn County Election Services
935 2nd St SW
Cedar Rapids, IA 52404

Thank You.

This statement is given pursuant to Code of Iowa section 47.3 par. 2 which states:

... The county commissioner of elections shall certify to the county board of supervisors a statement of cost for an election. The cost shall be assessed by the county board of supervisors against the political subdivision for which the election was held.
RESOLUTION # __________

APPOINT COUNTY ENGINEERS

WHEREAS: The Linn County Board of Supervisors is required to hire one or more registered Civil Engineers to serve in the capacity of County Engineer, in accordance with Chapter 309 of the Code of Iowa.

WHEREAS: These engineers oversee the operation of the Linn County Secondary Road system which includes establishing and following a budget, approving claims for expenditure of funds, approving payroll, accepting subdivision platted roadways, and administering various programs approved by the Linn County Board of Supervisors, and

WHEREAS: These engineers shall serve for a term not less than three years, and

WHEREAS: This term shall end December 31, 2021, and

WHEREAS: Bradley J. Ketels, P.E., Jon Resler, P.E. and Garret Reddish, P.E. are qualified to act in the capacity of County Engineer for Linn County, Iowa.

NOW THEREFORE BE IT RESOLVED that the Linn County Board of Supervisors hereby appoint Bradley J. Ketels, P.E., County Engineer, Jon Resler, P.E., Assistant County Engineer and Garret Reddish, P.E., Assistant County Engineer, to serve in the capacity of Linn County Engineer and perform all duties of the Linn County Engineer.

Moved by Supervisor ______________ Seconded by Supervisor _______________ that the above resolution be adopted this ___ day of _____________, 20___ by a vote of ___ aye ___ nay and ______ abstain.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:
_________________________________
Linn County Auditor
RESOLUTION
PETITION for SUSPENSION of 2019 PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

<table>
<thead>
<tr>
<th>PETITIONER</th>
<th>PARCEL #</th>
<th>TAX YEARS</th>
<th>Special #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schmadeke, Kimberly</td>
<td>91920-38608-01188</td>
<td>2019</td>
<td></td>
</tr>
</tbody>
</table>

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of ______________, 2018.

LINN COUNTY BOARD OF SUPERVISORS

__________________________
CHAIRPERSON

__________________________
SUPERVISOR

__________________________
SUPERVISOR
AYE:
NAY:
ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

STATE OF IOWA  )  SS
COUNTY OF LINN  )

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

_________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of ____________________________, 2018

_________________________
NOTARY PUBLIC
STATE OF IOWA
Date: 4/1/2019

To: Linn County Board of Supervisors

Re: Fuel Purchase

I request to purchase fuel from Linn COOP for the period of July 1, 2019 through June 30, 2022.

The Secondary Road Department, along with the Purchasing Department conducted an RFP for fuel in accordance with the Linn County Procurement Policy.

The quote from Linn COOP was the low quote.

Thad Alexander
Shop manager
## 2019 Fuel RFP Results

<table>
<thead>
<tr>
<th>Gas</th>
<th>Cost</th>
<th>Fuel Use 2018</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Consolidated Oil Company</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transport</td>
<td>$0.045</td>
<td>26,000</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>Tank Wagon</td>
<td>$0.189</td>
<td>6,800</td>
<td>$1,285.20</td>
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<tr>
<td><strong>Hovden</strong></td>
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<td></td>
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<tr>
<td>Transport</td>
<td>$0.129</td>
<td>26,000</td>
<td>-</td>
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<tr>
<td>Tank Wagon</td>
<td>$0.079</td>
<td>6,800</td>
<td>877.20</td>
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<td><strong>AgVantage FS</strong></td>
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<tr>
<td>Transport</td>
<td>$0.079</td>
<td>26,000</td>
<td>-</td>
</tr>
<tr>
<td>Tank Wagon</td>
<td>$0.079</td>
<td>6,800</td>
<td>537.20</td>
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<tr>
<td><strong>Linn Coop</strong></td>
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</tr>
<tr>
<td>Transport</td>
<td>$0.010</td>
<td>26,000</td>
<td>260.00</td>
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<tr>
<td>Tank Wagon</td>
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<tr>
<td>Transport</td>
<td></td>
<td>26,000</td>
<td>-</td>
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<tr>
<td>Tank Wagon</td>
<td></td>
<td>6,800</td>
<td>-</td>
</tr>
<tr>
<td><strong>Ottsen Oil Company</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transport</td>
<td></td>
<td>26,000</td>
<td>-</td>
</tr>
<tr>
<td>Tank Wagon</td>
<td></td>
<td>6,800</td>
<td>-</td>
</tr>
<tr>
<td><strong>Premium Diesel</strong></td>
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<tr>
<td><strong>Consolidated Oil Company</strong></td>
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<td></td>
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</tr>
<tr>
<td>Transport</td>
<td>$0.045</td>
<td>28,000</td>
<td>$1,260.00</td>
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<tr>
<td>Tank Wagon</td>
<td>$0.189</td>
<td>102,000</td>
<td>$19,278.00</td>
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<td><strong>Hovden</strong></td>
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<tr>
<td>Transport</td>
<td>$0.133</td>
<td>28,000</td>
<td>-</td>
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<td>Tank Wagon</td>
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<td><strong>AgVantage FS</strong></td>
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<tr>
<td>Transport</td>
<td>$0.079</td>
<td>28,000</td>
<td>-</td>
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<tr>
<td>Tank Wagon</td>
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<td>102,000</td>
<td>8,058.00</td>
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<td><strong>Linn Coop</strong></td>
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<tr>
<td>Tank Wagon</td>
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<td>8,160.00</td>
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<tr>
<td><strong>Shaeffer Manufacturing</strong></td>
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</tr>
<tr>
<td>Transport</td>
<td></td>
<td>28,000</td>
<td>-</td>
</tr>
<tr>
<td>Tank Wagon</td>
<td></td>
<td>102,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Ottsen Oil Company</strong></td>
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<td></td>
</tr>
<tr>
<td>Transport</td>
<td></td>
<td>28,000</td>
<td>-</td>
</tr>
<tr>
<td>Tank Wagon</td>
<td></td>
<td>102,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Consolidated Oil Company</strong></td>
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</tr>
<tr>
<td>Total</td>
<td></td>
<td>22,993.20</td>
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</tbody>
</table>

|                       |      |               |           |
|                       |      |               |           |
| **Hovden**            |      |               |           |
| Incomplete Quote      |      |               | $14,443.20|
| **AgVantage FS**      |      |               |           |
| Incomplete Quote      |      |               | $8,595.20 |
| **Linn Coop**         |      |               |           |
| Total                 |      |               | $9,244.00 |

|                       |      |               |           |
|                       |      |               |           |
| **Shaeffer Manufacturing** |      |               |           |
| No Quote              |      |               | -         |
| **Ottsen Oil**        |      |               |           |
| No Quote              |      |               | -         |
## Linn County Purchasing Division
### Attachment A-1
#### Fuel

<table>
<thead>
<tr>
<th>Type of Fuel</th>
<th>Transport Bid Margin</th>
<th>Tank Wagon Bid Margin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gasohol - 10%</td>
<td>$.01</td>
<td>$.08</td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #1 with a minimum cetane # of 43</td>
<td>$.01</td>
<td>$.08</td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47</td>
<td>$.01</td>
<td>$.08</td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a CFI to get a CFPP of 5°F. Minimum cetane # of 45</td>
<td>$.01</td>
<td>$.08</td>
</tr>
</tbody>
</table>

Contract dates from 7/1/2019 through 6/30/2022

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all the other shops shall be on a weekly route or "keep fill" basis.

No extra fee's for split or less than transport loads. No minimum load

No freight fee's or delivery charges.

Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.

Provide product data sheets for fuel with proposal.

The price per gallon shall be the rack average (on the delivery date) plus bid margin.

Lust Tax will be added to fuel delivered to underground tanks.

Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

---

**Business:** Linn Cooperative Oil Company

**Address:** PO Box 404  
Marion, IA 52301

**Telephone:** 319-377-4881  
**Fax:** 319-377-8959

**Representative:** Tim Roehl

**Email:** tr@lkdiaincop.com
Fuel Pricing

Linn County Purchasing Division
Attachment A-1
Fuel

<table>
<thead>
<tr>
<th>Type of Fuel</th>
<th>Transport</th>
<th>Tank Wagon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gasohol - 10%</td>
<td>$0.45</td>
<td>$18.9</td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #1 with a minimum cetane # of 43</td>
<td>$0.45</td>
<td>$18.9</td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47</td>
<td>$0.45</td>
<td>$18.9</td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #3 with a CFI to get a CFPP of 97, Minimum cetane # of 45</td>
<td>$0.45</td>
<td>$18.9</td>
</tr>
</tbody>
</table>

Contract dates from 7/1/2019 through 6/30/2022

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all the other shops shall be on a weekly route or "keep fill" basis.

No extra fee's for split or less than transport loads. No minimum load

No freight fee's or delivery charges.

Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.

Provide product data sheets for fuel with proposal.

The price per gallon shall be the rack average (on the delivery date) plus bid margin.

Lust Tax will be added to fuel delivered to underground tanks.

Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

Business: Consolidated Energy Co.
Address: 910 MAIN ST PO BOX 317
JESUP, IA 50648
Telephone: 319-827-1211
Fax: 319-827-3154

Representative: Chad Bernard
Email: Chad.Bernard@CEConsGas.com
Fuel Pricing

Linn County Purchasing Division
Attachment A-1
Fuel

<table>
<thead>
<tr>
<th>Type of Fuel</th>
<th>Transport Bid Margin</th>
<th>Tank Wagon Bid Margin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gasohol - 10%</td>
<td>0.079</td>
<td></td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #1 with a minimum octane # of 43</td>
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<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47</td>
<td>0.079</td>
<td></td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a CF1 to get a CFPP of 5°F, Minimum cetane # of 45</td>
<td>0.019</td>
<td></td>
</tr>
</tbody>
</table>

Contract dates from 7/1/2019 through 6/30/2022

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all other shops shall be on a weekly route or "keep fill" basis.

No extra fee's for split or less than transport loads. No minimum load

No freight fee's or delivery charges.

Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.

Provide product data sheets for fuel with proposal.

The price per gallon shall be the rack average (on the delivery date) plus bid margin.

Lust Tax will be added to fuel delivered to underground tanks.

Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

Business: AgVantage FS
Address: 1600 8th St SW, Waverly, IA 50677
Telephone: 319-483-4933
Fax: 319-483-9633

Representative: Wendy Snively
Email: wsnively@agvantagefs.com
Contract dates from 7/1/2019 through 6/30/2022.

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all the other shops shall be on a weekly route or "keep fill" basis.

No extra fees for split or less than transport loads. No minimum load.

No freight fee's or delivery charges.

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See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

**Business**

<table>
<thead>
<tr>
<th>Houdami Oil</th>
</tr>
</thead>
</table>

**Address**

| 1235 9th Street |
| Cedar Rapids, IA 52404 |

**Telephone**

| 319-365-1168 |

**Fax**

| 319-365-0140 |

**Representative**

| Douglas Templebee |

**Email**

<p>| <a href="mailto:contact@houdami.com">contact@houdami.com</a> |</p>
<table>
<thead>
<tr>
<th>Type of Fuel</th>
<th>Transport</th>
<th>Tank Wagon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gasohol - 10%</td>
<td>Bid Margin</td>
<td>Bid Margin</td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #1 with a minimum octane # of 43</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a CFI to get a CFPP of 5°F. Minimum cetane # of 45</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract dates from 7/1/2019 through 6/30/2022

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

- Fuel at the Main Shop shall be ordered on an as needed basis.
- Fuel at all the other shops shall be on a weekly route or "keep fill" basis.
- No extra fee's for split or less than transport loads. No minimum load
- No freight fee's or delivery charges.
- Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.
- Provide product data sheets for fuel with proposal.
- The price per gallon shall be the rack average (on the delivery date) plus bid margin.
- Use Tax will be added to fuel delivered to underground tanks.
- Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.
- See attached Delivery Location Sheet for Shop locations.
- See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2019.

Business: **Olsen Oil Company**

Address

<table>
<thead>
<tr>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Representative

<table>
<thead>
<tr>
<th>Email</th>
</tr>
</thead>
</table>
Fuel Pricing

Linn County Purchasing Division
Attachment A-1
Fuel

<table>
<thead>
<tr>
<th>Type of Fuel</th>
<th>Transport Bid Margin</th>
<th>Tank Wagon Bid Margin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gasohol - 10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #1 with a minimum cetane # of 49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a minimum cetane # of 47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium Ultra Low Sulfur Diesel #2 with a CFI to get a CPPP of 5°F. Minimum cetane # of 45</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract dates from 7/1/2019 through 6/30/2022

Fuel proposal is NOT based on the price of fuel. The fuel companies are competing against each other's bid margin (profit margin).

Fuel at the Main Shop shall be ordered on an as needed basis.

Fuel at all other shops shall be on a weekly route or "keep fill" basis.

No extra fee's for split or less than transport loads. No minimum load.

No freight fee's or delivery charges.

Fuel delivered from either transport or tank wagon shall originate from the same terminal ensuring the same quality of fuel is delivered to all locations.

Provide product data sheets for fuel with proposal.

The price per gallon shall be the rack average (on the delivery date) plus bid margin.

Lust Tax will be added to fuel delivered to underground tanks.

Linn County is exempt from Federal Tax. State tax on fuel shall be added to every invoice.

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

Business: Schaeffer Manufacturing

Address: 102 Barton Street
          St Louis, MO 63104

Telephone: 314-202-8888
Fax: 314-865-4107

Representative: Amy Moore

Email: Moore.Schaeffer.Oil@gmail.com

Schaeffer Manufacturing Does not offer Fuel, but does offer Premium Fuel Additives as noted in the proposal narrative.

Schaeffer’s 1373 Premium Fuel Additive is $1.5 Cents per Gallon treated Improved Fuel Efficiency and Performance improvements more than cover the cost of this product.
Date: 4/1/2019

To: Linn County Board of Supervisors

Re: Oil, Hydraulic Fluid and Diesel Exhaust Fluid (DEF) Purchase

I request to purchase oil, hydraulic fluid and diesel exhaust fluid (DEF) from Consolidated Energy Company for the period of July 1, 2019 through June 30, 2022.

The Secondary Road Department, along with the Purchasing Department conducted an RFP for oil, hydraulic fluid and diesel exhaust fluid (DEF) in accordance with the Linn County Procurement Policy.

The quote from Consolidated Energy Company was the low quote.

Thad Alexander
Shop manager
## 2019 Oil DEF RFP Results

<table>
<thead>
<tr>
<th><strong>15W-40 Oil</strong></th>
<th><strong>Oil Use 2018</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consolidated Oil Company</td>
<td>$7.63</td>
<td>550</td>
</tr>
<tr>
<td>Hovden</td>
<td>$8.52</td>
<td>550</td>
</tr>
<tr>
<td>AgVantage FS</td>
<td>$9.00</td>
<td>550</td>
</tr>
<tr>
<td>Linn Coop</td>
<td>$8.55</td>
<td>550</td>
</tr>
<tr>
<td>Shaeffer Manufacturing</td>
<td>$17.43</td>
<td>550</td>
</tr>
<tr>
<td>Ottsen Oil Company</td>
<td>$12.27</td>
<td>550</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Hydraulic Oil</strong></th>
<th><strong>Hyd Oil Use 2018</strong></th>
<th><strong>Total</strong></th>
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</thead>
<tbody>
<tr>
<td>Consolidated Oil Company</td>
<td>$6.69</td>
<td>560</td>
</tr>
<tr>
<td>Hovden</td>
<td>$7.45</td>
<td>560</td>
</tr>
<tr>
<td>AgVantage FS</td>
<td>$8.30</td>
<td>560</td>
</tr>
<tr>
<td>Linn Coop</td>
<td>$7.98</td>
<td>560</td>
</tr>
<tr>
<td>Shaeffer Manufacturing</td>
<td>$16.24</td>
<td>560</td>
</tr>
<tr>
<td>Ottsen Oil Company</td>
<td>$24.07</td>
<td>560</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>DEF</strong></th>
<th><strong>DEF Use 2018</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consolidated Oil Company</td>
<td>$1.83</td>
<td>1200</td>
</tr>
<tr>
<td>Hovden</td>
<td>$1.45</td>
<td>1200</td>
</tr>
<tr>
<td>AgVantage FS</td>
<td>$1.45</td>
<td>1200</td>
</tr>
<tr>
<td>Linn Coop</td>
<td>$1.40</td>
<td>1200</td>
</tr>
<tr>
<td>Shaeffer Manufacturing</td>
<td>$1200</td>
<td></td>
</tr>
<tr>
<td>Ottsen Oil Company</td>
<td>$1.60</td>
<td>1200</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Total</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consolidated Oil Company</td>
<td>$10,138.90</td>
</tr>
<tr>
<td>Hovden Oil</td>
<td>$10,598.00</td>
</tr>
<tr>
<td>AgVantage FS</td>
<td>$11,338.00</td>
</tr>
<tr>
<td>Linn Coop</td>
<td>$10,851.30</td>
</tr>
<tr>
<td>Shaeffer Manufacturing</td>
<td>$18,680.90</td>
</tr>
<tr>
<td>Ottsen Oil</td>
<td>$22,147.70</td>
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</table>
Fuel Pricing

Linn County Purchasing Division
Attachment A-2
Oil & DEF

<table>
<thead>
<tr>
<th>Product</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Cenex Super Lube TMS® 15W-40 Diesel Engine Oil or equivalent.</td>
<td>7.43</td>
</tr>
<tr>
<td>Bulk Cenex Quiklube® 10W-30 HTB or equivalent.</td>
<td>6.69</td>
</tr>
<tr>
<td>55 Gallon Barrel - Cenex Quiklube® 10W-30 HTB or equivalent.</td>
<td>6.69</td>
</tr>
<tr>
<td>Bulk DEF (Diesel Exhaust Fluid)</td>
<td>1.93</td>
</tr>
</tbody>
</table>

15W-40 shall meet API CK-4/SN, Cummins CES20066 & Detroit DFS 93K222 Specifications
HTB shall meet John Deere Hy-Gard™, J20D/B & J21A Specifications
DEF shall meet API Certification & ISO 22241-1:2019
Provide product data sheets for oil, HTB & DEF proposal.
Contract dates from 7/1/2019 through 6/30/2022
See attached Delivery Location Sheet for Shop locations.
See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.
Oil & DEF shall be ordered on an as needed basis.

Business: Consolidated Energy Co.
Address: 910 Main St. P.O. Box 317 Telephone: 319-827-1211
Jesup, IA 50648 Fax: 319-827-3154

Representative: Chad Bernard
Email: chad.bernard@ceegas.com
# Linn County Purchasing Division
## Attachment A-2
### Oil & DEF

<table>
<thead>
<tr>
<th>Product</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Cenex Super Lube TM9® 15W-40 Diesel Engine Oil or equivalent.</td>
<td>8.52</td>
</tr>
<tr>
<td>Bulk Cenex Quiklube® 10W-30 HTB or equivalent.</td>
<td>7.45</td>
</tr>
<tr>
<td>55 Gallon Barrel - Cenex Quiklube® 10W-30 HTB or equivalent.</td>
<td>8.05</td>
</tr>
<tr>
<td>Bulk DEF (Diesel Exhaust Fluid)</td>
<td>1.45</td>
</tr>
</tbody>
</table>

15W-40 shall meet API CK-4/SM, Cummins CES20086 & Detroit DFS 93K222 Specifications

HTB shall meet John Deere Hy-Gard™, J20D/B & J21A Specifications

DEF shall meet API Certification & ISC 22241-1:2019

Provide product data sheets for oil, HTB & DEF proposal.

Contract dates from 7/1/2019 through 6/30/2022

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

Oil & DEF shall be ordered on an as needed basis.

## Business
- **Name:** Houder Oil

## Address
- **1235 4th Street**

## Telephone
- 319-365-1108

## Fax
- 319-365-0140

## Representative
- Douglas Tondre

## Email
- COffiCe@houdOerOil.com
Fuel Pricing

Linn County Purchasing Division
Attachment A-2
Oil & DEF

<table>
<thead>
<tr>
<th>Product</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Conex Super Lube TMS® 15W-40 Diesel Engine Oil or equivalent.</td>
<td>$2.55</td>
</tr>
<tr>
<td>Bulk Conex Quik™ 10W-30 HTB or equivalent.</td>
<td>$2.48</td>
</tr>
<tr>
<td>55 Gallon Barrel - Conex Quik™ 10W-30 HTB or equivalent.</td>
<td>$2.37</td>
</tr>
<tr>
<td>Bulk DEF (Diesel Exhaust Fluid)</td>
<td>$1.40</td>
</tr>
</tbody>
</table>

15W-40 shall meet API CK-4/SN, Cummins CES20086 & Detroit DFS 93K222 Specifications

HTB shall meet John Deere Hy-Gard™, J20D/B & J21A Specifications

DEF shall meet API Certification & ISO 22241-1:2019

Provide product data sheets for oil, HTB & DEF proposal.

Contract dates from 7/1/2019 through 3/30/2022

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

Oil & DEF shall be ordered on an as needed basis.

Business: Linn Cooperative Oil Company

Address: PO BOX 404
          Marion, IA 52302
Telephone: 319-472-4881
Fax: 319-472-9757

Representative: Tim Roehl

Email: troehl@linncoop.com
## Linn County Purchasing Division

### Attachment A-2

**Oil & DEF**

<table>
<thead>
<tr>
<th>Product</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Cenex Super Lube TMS® 15W-40 Diesel Engine Oil or equivalent.</td>
<td>$9.60</td>
</tr>
<tr>
<td>Bulk Cenex Quiklift® 10W-30 HTD or equivalent.</td>
<td>$8.30</td>
</tr>
<tr>
<td>55 Gallon Barrel - Cenex Quiklift® 10W-30 HTB or equivalent.</td>
<td>$10.74</td>
</tr>
<tr>
<td>Bulk DEF (Diesel Exhaust Fluid)</td>
<td>$1.45</td>
</tr>
</tbody>
</table>

15W-40 shall meet API CK-4/SN, Cummins CES20088 & Detroit DFS 93K222 Specifications

HTB shall meet John Deere Hy-Gard™, J20D/B & J21A Specifications

DEF shall meet API Certification & ISO 22241-1:2019

- Provide product data sheets for oil, HTB & DEF proposal.
- Contract dates from 7/1/2019 through 6/30/2022
- See attached Delivery Location Sheet for Shop locations.
- See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

Oil & DEF shall be ordered on an as needed basis.

**Business**

AgVantage FS

**Address**

1686 8th St SW

Waverly, IA 66677

**Telephone** 319.483.4933

**Fax** 319.483.9633

**Representative** Wendy Snively

**Email** wsniively@agvantage.fs.com
# Fuel Pricing

## Linn County Purchasing Division

**Attachment A-2**

**Oil & DEF**

<table>
<thead>
<tr>
<th>Product</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Conex Super Lube TMS® 15W-40 Diesel Engine Oil or equivalent.</td>
<td>$1.27</td>
</tr>
<tr>
<td>Bulk Conex Quiklub® 10W-30 IITD or equivalent.</td>
<td>$24.61</td>
</tr>
<tr>
<td>55 Gallon Barrel - Conex Quiklub® 10W-30 HTB or equivalent.</td>
<td>$24.61</td>
</tr>
<tr>
<td>Bulk DEF (Diesel Exhaust Fluid)</td>
<td>$1.60</td>
</tr>
</tbody>
</table>

15W-40 shall meet API CK-4/SN, Cummins CES20088 & Detroit DFS 93K222 Specifications

HTB shall meet John Deere Hy-Gard™, J20D/B & J21A Specifications

DEF shall meet API Certification & ISO 22241-1:2019

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Contract dates from 7/1/2019 through 6/30/2022

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

Oil & DEF shall be ordered on an as needed basis.

**Business**

Otten Oil Co

**Address**

1041 10th Street, SW
Cedar Rapids, IA 52404

**Telephone**

319-364-1631

**Fax**

319-364-8967

**Representative**

Precious Mull

**Email**

preciousm@otten.com
Fuel Pricing

Linn County Purchasing Division
Attachment A-2
Oil & DEF

<table>
<thead>
<tr>
<th>Product</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Cenex Super Lube TMS® 15W-40 Diesel Engine Oil or equivalent.</td>
<td>$ 13.43</td>
</tr>
<tr>
<td>Bulk Cenex Quiklift® 10W-30 1T0D or equivalent.</td>
<td>$ 16.09</td>
</tr>
<tr>
<td>55 Gallon Barrel - Cenex Quiklift® 10W-30 HTB or equivalent.</td>
<td>$ 16.24</td>
</tr>
<tr>
<td>Bulk DEF (Diesel Exhaust Fluid)</td>
<td></td>
</tr>
</tbody>
</table>

15W-40 shall meet API CK-4/SN, Cummins CES20066 & Detroit DFS 93K222 Specifications

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DEF shall meet API Certification & ISO 22241-1:2019

Provide product data sheets for oil, HTB & DEF proposal.

Contract dates from 7/1/2019 through 6/30/2022

See attached Delivery Location Sheet for Shop locations.

See attached Fuel, Oil & DEF Use Sheet for amounts delivered in 2018.

Oil & DEF shall be ordered on an as needed basis.

Business  Schaeffer Manufacturing
Address  102 Barton Street
          St Louis, MO 63104
Telephone  314-202-8888
Fax  314-865-4107

Representative  Amy Moore
Email  moore.schaefferoil@gmail.com

As noted in the Proposal Narrative, Schaeffer Manufacturing does not offer DEF. Schaeffer products exceed most product specifications and improve fuel efficiency, lower operating temperature, eliminate future wear and tear, and can extend drain intervals. You will save on operating costs with these products.
Fuel/Oil/DEF Vendors

Consolidated Energy Company
Attn: Chad Bernard
910 Main Street – PO Box 317
Jessup, IA 50646

Linn Cooperative Oil Company
Attn: Tim Roehlk
325 35th Street – PO Box 406
Marion, IA 52302

AgVantage FS
Attn: Jim Corkery
1600 8th Street SW – PO Box 828
Waverly, IA 50677

Ottsen Oil Company
Attn: Marlena Pfeifer
1041 10th Street SW
Cedar Rapids, IA 52404

Hovden Oil
Attn: Doug Trumball
1235 9th Street SW
Cedar Rapids, IA 52404
319-892-3595

Demmar Oil Company
Attn: Barney Hilbert
2750 332nd Avenue – PO Box 134
Worthington, IA 52078

Schaeffer Oil
Attn: Amy Moore
1309 Andrew Court NW
Cedar Rapids, IA 52405
This agreement made and entered by and between the Contracting Authority,
BOARD OF SUPERVISORS OF LINN COUNTY

and Contractor,
A.M. COHRON & SON, INC.

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of $1,969,450.47 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.
## Contract Project(s)

<table>
<thead>
<tr>
<th>Contract ID:</th>
<th>57-C057-139</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Order No.:</td>
<td>007</td>
</tr>
<tr>
<td>Letting Date:</td>
<td>Mar 19, 2019 10:00 A.M.</td>
</tr>
</tbody>
</table>

- **Project Number:** BROS-SWAP-C057(139)--FE-57  
- **County:** LINN  
- **Project Work Type:** BRIDGE REPLACEMENT - PPCB  
- **Accounting ID:** 35840  
- **Location:** On JORDANS GROVE RD Over Wapsi River S13 T85 R06  
- **Route:** JORDANS GROVE ROAD

Non-Federal Aid - Predetermined Wages are not in Effect
### Contract Time

<table>
<thead>
<tr>
<th>Site ID</th>
<th>Site Details</th>
<th>Liquidated Damages</th>
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</thead>
<tbody>
<tr>
<td>00</td>
<td>Late Start Date 04/06/2020 125 WORK DAYS</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit.
Notes

Contracts ID: 57-C057-139  Call Order No.: 007
Letting Date: Mar 19, 2019 10:00 A.M.

Notes:
There are no notes for this contract.
<table>
<thead>
<tr>
<th>Contract ID:</th>
<th>57-C057-139</th>
<th>Call Order No.:</th>
<th>007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letting Date:</td>
<td>Mar 19, 2019 10:00 A.M.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No Addenda for this Contract.
<table>
<thead>
<tr>
<th>Note</th>
<th>Description</th>
</tr>
</thead>
</table>
| 001.2015    | *** STANDARD SPECIFICATIONS -- SERIES 2015 ***  
The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract. |
| 005.15007.01| *** REVISIONS TO GS-15007 ***  
1102.11, D.  
Replace the Article:  
A Contractor's Annual Bid Bond (Form 650043) may also be used for the proposal guaranty in lieu of that specified above, using the electronic bid bond verification feature authorized by the Department. Annual Bid Bonds will be declared invalid and bid proposals will not be considered if any of the following items are omitted or incorrect:  
• Name of Contractor  
• Digital Signature of Contractor: In the case of joint venture bid, all Contractors shall sign.  
• Date of signature  
• Name of Surety Company  
• Digital Signature of Surety (if Surety's limitation is less than the amount of the bid bond, a certificate of reinsurance shall be attached).  
• Expiration Date of Bond shall not exceed 365 calendar days from the effective date of bond. |
| 500.07.2019 | *** WINTER WORK ***  
Winter work will be allowed during the winter of 2019/2020. No working days will be charged between November 15, 2019 and April 1, 2020. |
| 500.2020    | *** NO WINTER FREE TIME ***  
The free time allowed between November 15 and April 1 will not be permitted on this project during the winter of 2020-2021. The Contractor shall work during the winter on all working days as defined in article 1101.03 'working day'. |
Contract Specifications List

<table>
<thead>
<tr>
<th>Contract ID: 57-C057-139</th>
<th>Call Order No.: 007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letting Date: March 19, 2019 10:00 A.M.</td>
<td></td>
</tr>
</tbody>
</table>

GS-15007 GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION
<table>
<thead>
<tr>
<th>Contract Line Number</th>
<th>Contract Item Number</th>
<th>Item Description</th>
<th>Item Quantity and Units</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>2101-0850001</td>
<td>CLEARING AND GRUBBING</td>
<td>0.900 ACRE</td>
<td>2,604.94</td>
<td>2,344.45</td>
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<tr>
<td>0020</td>
<td>2102-2710070</td>
<td>EXCAVATION, CLASS 10, ROADWAY AND BORROW</td>
<td>458.000 CY</td>
<td>5.01</td>
<td>2,294.58</td>
</tr>
<tr>
<td>0030</td>
<td>2104-2713020</td>
<td>EXCAVATION, CLASS 13, CHANNEL</td>
<td>1,690.000 CY</td>
<td>9.72</td>
<td>16,426.80</td>
</tr>
<tr>
<td>0040</td>
<td>2105-8425015</td>
<td>TOPSOIL, STRIP, SALVAGE AND SPREAD</td>
<td>380.000 CY</td>
<td>9.73</td>
<td>3,697.40</td>
</tr>
<tr>
<td>0050</td>
<td>2121-7425020</td>
<td>GRANULAR SHOULDERS, TYPE B</td>
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### Contract Schedule

**Contract ID:** 57-C057-139

**Awarded Vendor:** CO040

**A.M. COHRON & SON, INC.**

**SECTION** 0001 **Roadway Items**

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<tr>
<th>Contract Line Number</th>
<th>Item Number</th>
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**Total Bid:** $1,969,450.47
Project Information:

- **Project:** BROS-SWAP-C057(139)--FE-57
- **Work Type:** BRIDGE REPLACEMENT - PPCB
- **County:** LINN
- **Route:** JORDANS GROVE ROAD
- **Location:** On JORDANS GROVE RD Over Wapsi River S13 T85 R06
- **Prj Awd Amt:** $1,969,450.47

Contract Information:

- **Contract ID:** 57-C057-139
- **Primary County:** LINN
- **DBE Goal:** 0.0%
- **Letting Date:** March 19, 2019 10:00 A.M.
- **Letting Status:** AWARDED
- **Awarded Vendor:** COHRON, A.M. & SON, INC.
- **Contract Period:** Start Date: 04/06/20 125 Working Days
### Project(s) and Vendor Ranking

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Call Order: 007  
Letting Date: March 19, 2019 10:00 A.M.  
Letting Status: AWARDED  
Awarded Vendor: COHRON, A.M. & SON, INC.  
Contract Period: Start Date: 04/06/20 125 Working Days  
Primary County: Linn  
DBE Goal: 0.0%
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### Tabulation of Construction and Material Bids

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### Tabulation of Construction and Material Bids

**Call Order:** 007  
**Letting Date:** March 19, 2019  
**Contract ID:** 57-C057-139  
**Primary County:** LINN

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## Tabulation of Construction and Material Bids

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Tabulation of Construction and Material Bids

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<th>(3) PETERSON CONTRACTORS INC.</th>
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Section Totals: $1,969,450.47 $2,324,186.60 $2,383,949.07

Contract Item Totals $1,969,450.47 $2,324,186.60 $2,383,949.07

Contract Time Totals $1,969,450.47 $2,324,186.60 $2,383,949.07

Contract Grand Totals $1,969,450.47 $2,324,186.60 $2,383,949.07

( ) indicates item is bid as Lump Sum
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**SECTION:** 0001  Roadway Items

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**Letting Date:** March 19, 2019  
**Contract ID:** 57-C057-139  
**Primary County:** LINN
**Tabulation of Construction and Material Bids**

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Section Totals:

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Contract Item Totals: $2,610,207.30  $2,727,373.20

Contract Time Totals: $2,610,207.30  $2,727,373.20

Contract Grand Totals: $2,610,207.30  $2,727,373.20

( ) indicates item is bid as Lump Sum

Page 14 of 14

Call Order: 007
Letting Date: March 19, 2019

Contract ID: 57-C057-139
Primary County: Linn
April 8, 2019

Ann Dombroski
Saxton, Inc.
600 3rd Street SE, Studio 300
Cedar Rapids, IA 52401

RE: Linn County Community Services Furniture Reconfiguration

Dear Ms. Dombroski:

The purpose of this letter is to express the Linn County Board of Supervisors intent to work with Saxton, Inc. on the reconfiguration of existing Knoll furniture in the Community Services Building (CSB) located at 1240 26th Avenue Court SW, Cedar Rapids, Iowa.

Saxton will work in collaboration with OPN Architects and Linn County staff to complete the furniture reconfiguration in conjunction with the CSB renovation project, scheduled to begin in 2019.

Per this Letter of Agreement, Saxton will provide:

- Reconfiguration and specification services
- Procurement of additional workstations and componentry needed for the new furniture layout
- Coordination of a phased installation process.

In addition, Saxton will access the US Communities buying agreement for negotiated discounting and service fees.

Linn County

Stacey Walker, Chair
Linn County Board of Supervisors

Saxton Inc.

Ann Dombroski
Business Development

Stacy D’Amico
Controller
SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR
Linn County County Facilities

April 5, 2019

Confidential - Property of Baker Group
## Table of Contents

### Systems and Services

Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

- [ ] Heating, Ventilating, and Air Conditioning
- [ ] Chilled Water System
- [ ] Heating Water System
- [ ] Chemical Water Treatment
- [ ] Domestic Water and Plumbing Systems
- [ ] Building Automation System
  - [ ] Building Analytic Software
- [ ] Electrical Systems
- [ ] Industrial Automation
- [ ] Variable Frequency Drives
- [ ] Fire Alarm System
- [ ] Security Access Control System
- [ ] CCTV and Video Management
- [ ] Parking and Revenue Control System
- [ ] Data Center Services
- [ ] Lighting Control System
- [ ] Predictive Maintenance
- [ ] Infrared Imaging
- [ ] Indoor Environmental Improvements
- [ ] Utility Benchmarking
- [ ] Special Services Requests
Date: April 5, 2019

Baker Group is pleased to offer professional services at your County Facilities at 935 2nd St Sw, Cedar Rapids, la 52404-2100. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1, 2019 through June 30, 2020 (initial term). The agreement price is $9,053.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (C1U10100000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term if renewed at end of year. Client will receive a renewal notice 45 days prior to anniversary date.

ACCEPTANCE OF AGREEMENT

Client
Linn County County Facilities

By __________________________________________
Authorized Client Representative

Name (Print)

Title

Date
Sustainable Workplace Solutions
For Linn County County Facilities

Baker Group will provide maintenance for the systems described below:

- **SCHEDULE ONE - COVERED EQUIPMENT**

**Sustainable Workplace Solutions**
This service program is designed to provide Linn County County Facilities with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

**Preventive Maintenance**
Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

**Administration and Reporting**
Completed service visits are documented by a detailed Baker Group Service Report to assure Linn County County Facilities that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

**Preferred Client Rates**
This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

**Emergency Service**
Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of down time and inconvenience for Linn County County Facilities. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

**Commitment to Service Excellence**
In partnership with Linn County County Facilities, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.
Security System Scope

Your security system was installed to reduce the risk of injury or loss for your building occupants. This maintenance program is designed to provide Linn County County Facilities with maintenance that will assure you receive full value from your security system investment. Our mutual goal is to be certain the equipment works when you need it. As an integral part of this service offering the Security System Support Services marked below will be performed by trained security system technicians. As a Baker Group Security System maintenance client, you can

- Full functional system testing using specialized tools and instruments to detect malfunctions you can’t find by visual inspection alone
- Testing of specified devices for proper operation
- Adjustments and calibration of system control equipment
- Complete system evaluation
- Thorough documentation confirming test completion and results
- Repair estimates for identified required corrective actions

Service Coverage Type

| ☑ Preventive Maintenance Labor | ☑ Preventive Maintenance Material |
| ☐ Repair Labor | ☐ Repair Material |
| ☐ Client Training | ☐ Systems Operation |
| ☐ 24 / 7 / 365 | ☐ Other: __________________ |

Security Support Services

Baker Group will provide preventive maintenance to expose problems before they result in system failures. We will thoroughly inspect and test the major components of your systems checked below. In the process, Baker Group will also help reduce costly false alarms. We will Test and Inspect:

- ☐ Burglar Alarm Control Panels
- ☑ Access Control Panels
- ☐ Access Control Card Readers
- ☐ Access Control Key Pads
- ☐ Access Control Door Strikes / Magnetic Locks
- ☐ Door Status Contacts
- ☐ Request to Exit Devices
- ☐ Glass Break Sensors
- ☐ Motion Detectors
- ☐ Annunciation Horns/Strobes/Sirens
- ☐ Power Supplies
- ☐ Closed Circuit TV Cameras
- ☑ Pan Tilt Zoom (PTZ) Control
- ☐ Closed Circuit TV Multiplexers, Controllers
- ☐ Closed Circuit TV Monitors
- ☐ Digital Video Recorders (DVR’s)
- ☐ Network Video Recorders (NVR’s)
- ☑ Software Maintenance and Upgrades
- ☑ Other: DSX Workstation-Verification
- ☑ Other: Visits include a Tasking Sheet Filled Out

Upon completion of the above scope, you will receive system improvement recommendations and documentation indicating covered system operation or a list of deficiencies for correction so you can be assured of system functionality.

☑ Additional Security System Scope

- DSX Firmware Flash and (1) annual DSX Software upgrade

0
Sustainable Workplace Solutions
For Linn County County Facilities

Services Available from Baker Group:

**Mechanical Capabilities:**
- Boiler Installation & Service
- Chiller / Cooling Tower Installation & Service
- Power House Piping
- Industrial Process Piping
- Stainless Steel Piping
- Medical Gas Piping
- Underground Piping and Utility
- Plumbing Systems
- HVAC Systems
- Refrigeration
- Compressed Air Systems

**Sheet Metal Capabilities:**
- Specialty Metal Fabrication
- Heating, Cooling, and Ventilation
- Architectural Sheet Metal
- Dust Collection / Filtration Systems
- Kitchen and Food Prep Surfaces
- Custom Machine Guards
- Smoke Stacks and Boiler Stacks
- Combustion Air Systems
- Generator Exhaust
- Damper Installation & Repair

**Electrical Capabilities:**
- Site Utilities and Facility Power Distribution
- Switchgear, Bus Way, and Cable Tray Systems
- Variable Speed Drives
- Lighting Systems - New and Upgrades
- Electrical Power Monitoring Systems
- Hazardous Location Installations
- Infrared Thermography Analysis
- Lightning Protection
- Industrial Instrumentation and Control
- Emergency Power - Generators and UPS Systems
- Voice / Data / Video / Fiber

**Engineering Services:**
- Design / Build Mechanical Engineering
- AutoCAD 3-D Design & Documentation
- Building Information Modeling (BIM)
- USGBC LEED® – Accredited Professionals
- Specialized Regulatory Commissioning
- Custom Environmental Chamber Design
- Energy Use Analysis and Benchmarking
- Indoor Air Quality Analysis
- Air Balancing – Active Pressurization Control
- Refrigerant Management and Replacement
- Facility Improvement Master Planning

**Building and Process Automation:**
- Specialized Turnkey Systems Integration:
  - Data Analytics
  - Industrial PLC / HVAC / Security / Fire / Energy
  - Digital Temperature Control Systems
  - PLC Installation & Programming
  - SCADA (System Control and Data Acquisition)
  - Temperature & Pressure Transmitter Installation
  - Pneumatic Control Systems
  - Boiler Sequencing & Control Wiring
  - Lighting Control
  - Real-time Energy Monitoring & Control
  - Refrigerant Monitoring – Leak Reporting
  - Internet Based Monitoring & Control Systems
  - Laboratory and Critical Environment Controls

**Security and Fire Alarm Systems:**
- IP CCTV Surveillance Systems and Analytics
- Card Access / Biometric Systems / Photo ID
- POE Edge Devices and Intercom
- Electrified Door Hardware, Wireless Locks
- Gas Detection and Monitoring
- Lightning Detection
- Integrated Building Automation / Security Systems
- Parking Lot Gate Controls
- Parking Revenue Control Systems (PARCS)
- Burglary Systems with Wireless Options
- Fire Alarm Design, Install, Inspection and Service

**Advanced Manufacturing and Fabrication:**
- Computerized Plasma Pipe Cutter
- AutoCAD Connected 2D Plasma Table
- AutoCAD Connected Duct Machine
- TURBOBend for Architectural Metal
- Electrical Assembly Prefabrication
- UL508A Labeled Electrical Panel Building

**Predictive Maintenance & Repair Services:**
- Vibration Analysis and Laser Shaft Alignment
- Meg-Ohm Motor Winding Testing
- Microlog Motor Condition Analysis
- Equipment Start Up / Baseline Establishment
- Ultra-sonic Gas Leak Detection
- Boiler Combustion Efficiency Analysis
- Back Flow Testing and Certification
- Chiller Maintenance and Rebuilding
- Scheduled Preventive Maintenance
- Building Operations Staffing
- Computerized Maintenance Management
- Flat Fee Comprehensive Service Program
## Sustainable Workplace Solutions
For Linn County County Facilities

### Schedule One
**Covered Equipment**

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Sustainable Workplace Solutions
For Linn County County Facilities

TERMS AND CONDITIONS

GENERAL
1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client the preferred rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable state, federal or permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the Invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to, attorneys' fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up Inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly.
10. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
11. Repair of equipment and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The Client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulated materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group will provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof. In the event that the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
14. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and contained herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
15. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
16. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
17. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding $2,000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike/locust, dispute with workers, inability to obtain material or services, computer virus, collision, accident, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or punitive damages arising out of any relation to this Agreement, including but not limited to, loss of profit or revenue, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCCOSS compliance fees, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctions occurring or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligence or failure to perform any obligations.
6. Client agrees that false alarm assessments or the like may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Client agrees to promptly pay any or all of such false alarm fees.
7. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incurred therein, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) negligence act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by or for anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s) and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING OUT OF CUSTOM, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.
Breakdown of Annual Cost:
- DSX Preventative Maintenance Check: $1127.00
- DSX Software Upgrade/Support: $4160.00
- DSX Panel Firmware Upgrade: $3766.00
Total Sell Price: $9053.00

Key Points to Agreement:
- Provide (1) annual WinDSX SQL update per year on the DSX Virtual Server and DSX Workstations and work with Linn County I/T to provide this. This will be scheduled during one of the semi-annual visits.
- Update the firmware on your DSX Panels annually, upon release from DSX
- Schedule: Typical Visit (2 Visits)
  - Baker Group will come to site to check your ACS.Log, run communication lost reports and report any abnormalities
  - Fill out a Tasking Sheet and keep with documentation.
  - Make sure database software backups are occurring
  - While on site each day, answer questions of DSX Facilities in regards to problems you may be having.
  - Document and verify reports at Sheriff’s office is operating clean and document the status of the report
- Baker Group Project Manager will meet with Linn County to go over the contract tickets and discuss any additional issues or items you may have.

Exclusions or Clarifications:
- SQL Server Maintenance or SQL software support is NOT included in this pricing. Updating of Workstations and Server to latest version of Microsoft software is performed by Linn County I/T.
- Actually shutting off power to any panels to see how long battery backup works is NOT included in pricing.
- Testing Access Control Panels or checking door functionality and reporting is NOT included in this proposal.
- Any hours over the 8 hours/day On-Site listed above will be billed at our preferred client rates. Overtime is NOT included in pricing.
- Repair material or repair labor is NOT included in this proposal
- Linn County to provide personnel for access to each facility, including appropriate card access.
- Communication failures or other issues found during the system check are NOT included in this agreement.
- Trend Micro anti-virus cannot be loaded on a DSX system.
SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR
Linn County Juvenile Detention Center

CLIENT NEEDS

REDUCED ENVIRONMENTAL FOOTPRINT
REDUCED OPERATING COSTS
COMFORT & SAFETY
INCREASED PRODUCTIVITY
REDUCED DOWNTIME
HIGH QUALITY

BAKER GROUP SERVICES

April 5, 2019

Confidential - Property of Baker Group
Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

Table of Contents

Systems and Services
Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

☐ Heating, Ventilating, and Air Conditioning
☐ Chilled Water System
☐ Heating Water System
☐ Chemical Water Treatment
☐ Domestic Water and Plumbing Systems
☐ Building Automation System
  ☐ Building Analytic Software
☐ Electrical Systems
☐ Industrial Automation
☐ Variable Frequency Drives
☐ Fire Alarm System
☐ Security Access Control System
☐ CCTV and Video Management
☐ Parking and Revenue Control System
☐ Data Center Services
☐ Lighting Control System
☐ Predictive Maintenance
☐ Infrared Imaging
☐ Indoor Environmental Improvements
☐ Utility Benchmarking
☐ Special Services Requests
Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

Services

Planned Preventive Maintenance for:
- Security Access Control System

Date: April 5, 2019

Baker Group is pleased to offer professional services at your County Facilities at 800 Walford Road, Cedar Rapids, IA 52404-2100. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1, 2019 through June 30, 2020 (initial term). The agreement price is $14,307.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU10100000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term if renewed at end of year. Client will receive a renewal notice 45 days prior to anniversary date.

ACCEPTANCE OF AGREEMENT

Client
Linn County Juvenile Detention Center

By ________________________________
Authorized Client Representative

Name (Print)

Title

Date

BAKER GROUP

By ________________________________
Baker Group Representative

Title 04/05/2019

Date
Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

Baker Group will provide maintenance for the systems described below:

- **SCHEDULE ONE - COVERED EQUIPMENT**

**Sustainable Workplace Solutions**
This service program is designed to provide Linn County Juvenile Detention Center with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

**Preventive Maintenance**
Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

**Administration and Reporting**
Completed service visits are documented by a detailed Baker Group Service Report to assure Linn County Juvenile Detention Center that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

**Preferred Client Rates**
This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

**Emergency Service**
Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of downtime and inconvenience for Linn County Juvenile Detention Center. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

**Commitment to Service Excellence**
In partnership with Linn County Juvenile Detention Center, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group’s performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.
Security System Scope

Your security system was installed to reduce the risk of injury or loss for your building occupants. This maintenance program is designed to provide Linn County Juvenile Detention Center with maintenance that will assure you receive full value from your security system investment. Our mutual goal is to be certain the equipment works when you need it. As an integral part of this service offering the Security System Support Services marked below will be performed by trained security system technicians. As a Baker Group Security System maintenance client, you can

- Full functional system testing using specialized tools and instruments to detect malfunctions you can’t find by visual inspection alone
- Testing of specified devices for proper operation
- Adjustments and calibration of system control equipment
- Complete system evaluation
- Thorough documentation confirming test completion and results
- Repair estimates for identified required corrective actions

Security Support Services

Baker Group will provide preventive maintenance to expose problems before they result in system failures. We will thoroughly inspect and test the major components of your systems checked below. In the process, Baker Group will also help reduce costly false alarms. We will Test and Inspect:

- Burglar Alarm Control Panels
- Access Control Panels
- Access Control Card Readers
- Access Control Key Pads
- Access Control Door Strikes / Magnetic Locks
- Door Status Contacts
- Request to Exit Devices
- Glass Break Sensors
- Motion Detectors
- Annunciator Horns/Strobes/Sirens
- Power Supplies
- Closed Circuit TV Cameras
- Pan/Tilt/Zoom (PTZ) Control
- Closed Circuit TV Multiplexers, Controllers
- Closed Circuit TV Monitors
- Digital Video Recorders (DVR’s)
- Network Video Recorders (NVR’s)
- Software Maintenance and Upgrades
- Other: DSX Workstation Verification
- Other: Visits include a Tasking Sheet Filled Out

Upon completion of the above scope, you will receive system improvement recommendations and documentation indicating covered system operation or a list of deficiencies for correction so you can be assured of system functionality.

Additional Security System Scope

0

0
Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

Services Available from Baker Group:

**Mechanical Capabilities:**
- Boiler Installation & Service
- Chiller / Cooling Tower Installation & Service
- Power House Piping
- Industrial Process Piping
- Stainless Steel Piping
- Medical Gas Piping
- Underground Piping and Utility
- Plumbing Systems
- HVAC Systems
- Refrigeration
- Compressed Air Systems

**Sheet Metal Capabilities:**
- Specialty Metal Fabrication
- Heating, Cooling, and Ventilation
- Architectural Sheet Metal
- Dust Collection / Filtration Systems
- Kitchen and Food Prep Surfaces
- Custom Machine Guards
- Smoke Stacks and Boiler Stacks
- Combustion Air Systems
- Generator Exhaust
- Damper Installation & Repair

**Electrical Capabilities:**
- Site Utilities and Facility Power Distribution
- Switchgear, Bus Way, and Cable Tray Systems
- Variable Speed Drives
- Lighting Systems - New and Upgrades
- Electrical Power Monitoring Systems
- Hazardous Location Installations
- Infrared Thermography Analysis
- Lightning Protection
- Industrial Instrumentation and Control
- Emergency Power - Generators and UPS Systems
- Voice / Data / Video / Fiber

**Engineering Services:**
- Design / Build Mechanical Engineering
- AutoCAD 3-D Design & Documentation
- Building Information Modeling (BIM)
- USGBC LEED® - Accredited Professionals
- Specialized Regulatory Commissioning
- Custom Environmental Chamber Design
- Energy Use Analysis and Benchmarking
- Indoor Air Quality Analysis
- Air Balancing – Active Pressurization Control
- Refrigerant Management and Replacement
- Facility Improvement Master Planning

**Building and Process Automation:**
- Specialized Turnkey Systems Integration:
  - Data Analytics
  - Industrial PLC / HVAC / Security / Fire / Energy
  - Digital Temperature Control Systems
  - PLC Installation & Programming
  - SCADA (System Control and Data Acquisition)
  - Temperature & Pressure Transmitter Installation
  - Pneumatic Control Systems
  - Boiler Sequencing & Control Wiring
  - Lighting Control
  - Real-time Energy Monitoring & Control
  - Refrigerant Monitoring – Leak Reporting
  - Internet Based Monitoring & Control Systems
  - Laboratory and Critical Environment Controls

**Security and Fire Alarm Systems:**
- IP CCTV Surveillance Systems and Analytics
- Card Access / Biometric Systems / Photo ID
- POE Edge Devices and Intercom
- Electrified Door Hardware, Wireless Locks
- Gas Detection and Monitoring
- Lightning Detection
- Integrated Building Automation / Security Systems
- Parking Lot Gate Controls
- Parking Revenue Control Systems (PARCS)
- Burglary Systems with Wireless Options
- Fire Alarm Design, Install, Inspection and Service

**Advanced Manufacturing and Fabrication:**
- Computerized Plasma Pipe Cutter
- AutoCAD Connected 20' Plasma Table
- AutoCAD Connected Duct Machine
- TURBOBend for Architectural Metal
- Electrical Assembly Prefabrication
- UL508A Labeled Electrical Panel Building

**Predictive Maintenance & Repair Services:**
- Vibration Analysis and Laser Shaft Alignment
- Meg-Ohm Motor Winding Testing
- Microlog Motor Condition Analysis
- Equipment Start Up / Baseline Establishment
- Ultra-sonic Gas Leak Detection
- Boiler Combustion Efficiency Analysis
- Back Flow Testing and Certification
- Chiller Maintenance and Rebuilding
- Scheduled Preventive Maintenance
- Building Operations Staffing
- Computerized Maintenance Management
- Flat Fee Comprehensive Service Program
## SCHEDULE ONE

**COVERED EQUIPMENT**

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**NOTE** Firmware-DSX Included ALL
Sustainable Workplace Solutions
For Linn County Juvenile Detention Center

TERMS AND CONDITIONS

GENERAL

1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.

2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.

3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.

4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.

5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.

6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.

7. Payments due under this Agreement shall be made within thirty (30) days from the date of the Invoice. Any balance unpaid after thirty (30) days from the date of the Invoice shall bear a finance charge of 1.50% per month from the date of the Invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.

8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.

9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly.

10. If during the course of this Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.

11. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-maintainable, non-maintainable parts, such as structural supports, stations, device mount, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.

12. Client is responsible for the addition of any equipment or performance of any tasks or changes in design required by insurance companies, local, state or federal authorities.

13. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized representative of Baker Group.

14. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.

15. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.

16. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

18. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding $2000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage to persons or property due to fire, flood, fighting insects, electrical spike, brown outs, phase load reversal, corrosive substances in the air, strike, lockout, dispute with workmen, liability to obtain material or services, computer virus, communication, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.

2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenue, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group be liable for any damage, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.

3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.

4. Client acknowledges that signals which are transmitted over telephone lines, airwaves, or other means of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.

5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group or the third party monitoring company's negligent performance or failure to perform any obligations.

6. Client agrees that false alarm assessments or other charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity.

7. Client agrees to promptly pay or arrange for all such alarm fees or costs.

8. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.

9. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, events, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees Incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, events, judgments, settlements, and penalties are caused by a party indemnified hereunder.

10. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.

11. Baker Group warrants materials to the extent and for the period stated in the warranties. Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.

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Breakdown of annual cost:

- Annual Input/Output Check & Quarterly Redundant Failover Check: $7,969.00
- DSX Software Upgrade/Support: $4,306.00
- WinDSX Software Admin Support: $2,032.00

Total Sell Price: $14307.00

Key Points to Agreement:

- Provide (1) annual WinDSX SQL update per year on both the Primary/Secondary DSX Servers. Work with LC I/T to update all Workstations to latest version of DSX.

- Quarterly:
  - Baker Group will come to site and with a representative of Linn County, test the Primary to Backup Redundant Server for proper operation abased on the instructions needed to get the Backup Redundant Server up and running.
  - Baker Group will come to site to check your ACS.Log, run communication lost reports and report any abnormalities
  - Fill out a Tasking Sheet and keep with documentation.
  - Make sure database software backups are occurring
  - While on site each day, answer questions of DSX Facilities in regards to problems you may be having.

- Yearly:
  - Baker Group will have (2) Technicians on-site and will work with at least (1) Linn County person to verify EVERY input/output is working to the Touchscreen and document the test for everyone's records.
  - We will test and document the operation of the Interlocks
  - We will check the Admin lockdown button.
Baker Group Overview Sheet

- We will provide Linn County with an update as to any deficiencies we find.
- We will flash the DSX Panels to the latest version of Firmware once per year.
  
  - WinDSX Software Administrative Support access. See terms and conditions within proposal for additional information.
  - Twice Per Year, Baker Group Project Manager will meet with Linn County to go over the contract tickets and discuss any additional issues or items you may have.

Exclusions or Clarifications:

- SQL Server Maintenance or SQL software support is NOT included in this pricing. Updating of Workstations and Server to latest version of Microsoft software is performed by Linn County IT.
- Actually shutting off power to any panels to see how long battery backup works is NOT included in pricing.
- Testing each individual door functionality is NOT included in this proposal.
- Any hours over the 8 hours/day On-Site listed above will be billed at our preferred client rates.
- Overtime is NOT included in pricing.
- Repair material or repair labor is NOT included in this proposal.
- Linn County to provide personnel for access to each facility, including appropriate card access.
- Communication failures or other issues found during the system check are NOT included in this agreement.
- Trend Micro anti-virus cannot be loaded on a DSX system.
COUNTY OF LINN

PROCLAMATION

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

APRIL 14-20, 2019

WHEREAS, dedicated public safety telecommunicators daily serve the citizens of Linn County by answering their requests for law enforcement, fire and emergency medical services by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, the professional public safety telecommunicator is that vital link between the citizen or victim and the public safety provider who may apprehend a criminal, save their possessions from fire, save their life or the life of a loved one; and

WHEREAS, the safety of our emergency responders is dependent upon the quality and accuracy of information obtained by the telecommunicator and the dispatcher’s activities providing radio, telephone and computer services; and

WHEREAS, the critical functions performed by professional telecommunicators also include those related to highway safety, road maintenance, public utilities and other services that affect the health and safety of our citizens; and

WHEREAS, emergencies can strike at any time, we rely on the vigilance and preparedness of these individuals 24 hours a day, 365 days a year; and

WHEREAS, the Association of Public Safety Communications Officials (APCO), an organization of over 16,000 people in the United States and Canada, has set aside this week in April to recognize telecommunicators and their crucial role in the protection of life and property;

NOW THEREFORE, BE IT RESOLVED, on behalf of the Linn County Board of Supervisors, we hereby proclaim the week of April 14-20, 2019 to be National Public Safety Telecommunicators Week, in honor of the men and women whose diligence and professionalism help keep our community and citizens safe.

Linn County Board of Supervisors

__________________________
Chairperson
DATE SET FOR HEARING

Moved by Supervisor _________________________________________________________________

Seconded by Supervisor _______________________________________________________________

that the 22nd day of April, 2019 at 10:00 A.M. be set as date for the hearing on naming a private lane as Stone Ridge Lane.

NAME PRIVATE LANE LYING WITHIN A SHARED ACCESS EASEMENT RECORDED IN LINN COUNTY BOOK 10111 PAGE 383 AND BOOK 10291 PAGE 137 AS STONE RIDGE LANE, IN SECTION 1, TOWNSHIP 84, RANGE 5.

Dated this ___________ day of ____________________________, 20__.

___________________________________
BOARD OF SUPERVISORS
LINN COUNTY, IOWA