Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Discuss proposed agreement with Braun Intertec in the amount of $2,990 for subsurface investigation for Dows Farm

Discuss a quote by Election Systems and Software, LLC for training the Elections Department in the amount of $8,500

Discuss the Elections Systems & Software, LLC upgrade purchase order for $6,683

Discuss and decide on a contract for professional services for an opinion of probably costs regarding service window security at the Public Service Center.

Discuss a proposed amendment to the architectural and engineering professional services agreement with Martin Gardner Architecture for the Future Line Building/LIFTS renovation project

Discuss and decide on Board of Supervisors committee and liaison assignments.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

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

Claims
Discuss and decide on claims.

Correspondence

Legislative Update

Appointments

Closed Session
The Board will enter into closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).
1:30
Informal Board Room

Review of proposed Fiscal Year 2021 budget for Linn County Community Services

Other budget discussions if necessary.

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.
January 7, 2020

Les Beck, Director
Linn County Planning & Development
Linn County Public Services Center
935 2nd Street SW
Cedar Rapids, IA 52404

Re: Proposal for a Subsurface Investigation
Proposed Dows Farm Development
Mount Vernon Road and Squaw Creek Road
Cedar Rapids, Iowa

Dear Mr. Beck:

Braun Intertec respectfully submits this proposal to complete a Subsurface Investigation for the proposed Dows Farm project in Cedar Rapids, Iowa.

Our Understanding of Project

We understand that the development is currently under design, so final building and grading plans are not available at this time. We anticipate, from the preliminary drawing provided, that there will be approximately 100 residential buildings and 15 larger commercial buildings.

Purpose

The purpose of this Subsurface Investigation is to characterize subsurface geologic conditions at selected boring locations. Then, based on this information, provide a general discussion pertaining to the preliminary geotechnical aspects of the design and construction of the proposed development.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on a cursory of review aerial photos, it appears that the site is generally accessible to our drill rig. We assume that we will have permission to access the boring locations and that no additional landowner correspondence will be necessary. However, if coordination with onsite personnel or landowners are required, please provide contact information before the start of our field work.

We will stake the proposed boring locations using a hand-held GPS unit prior to the start of our field work. Depending on access requirements, ground conditions or potential utility conflicts, our field crew
may alter the exploration locations from those that are staked to facilitate accessibility. The Iowa One Call System requires borings be staked prior to the utility locate.

Prior to drilling or excavating, we will contact Iowa One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. **You or your authorized representatives are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.**

**Standard Penetration Test Borings**
We propose to drill a total of nine (9) standard penetration test borings across the site. Two (2) borings will be drilled to depths of approximately 30 feet below existing grade and seven (7) to depths of 20 feet within the proposed construction area. Standard penetration tests (SPT) or split-tube sampling will be performed at 2½-foot vertical intervals to a depth of about 10 feet, and at 5-foot intervals at greater depths. If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs. Select borings may be left open for a period of 24-hours to obtain delayed water level readings.

**Borehole Abandonment**
Following the completion of drilling and water level measurements, the borings will be backfilled with soil cuttings from the drilling process.

**Sample Review and Laboratory Testing**
Soil samples will be returned to our laboratory, where they will be visually classified and logged by the geotechnical engineering staff. To help classify the materials encountered and estimate their engineering properties, we will develop a laboratory testing program depending on the soils encountered. We anticipate that the lab testing program could include moisture content and density determinations. All laboratory testing will be performed in accordance with ASTM or AASHTO standards.

**Reporting**
Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions. In general, our report will include boring logs from the investigation that will summarize the subsurface conditions encountered, our laboratory test results, and a general discussion of the geotechnical aspects pertaining to the preliminary design and construction considerations of the proposed development.

A digital copy of our report will be submitted to you. At your request, hard copies can be prepared for you or other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expeditiously.
Cost

We will furnish the services described for the proposed Subsurface Investigation for a lump sum fee of $2,990. Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate that our field work can begin within 3 weeks of receiving written authorization to proceed. The field exploration will likely take about 1 day to complete. We anticipate we can submit our report within approximately 2 weeks after completion of our field exploration. We will pass along results, however, as they are obtained and reviewed. If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.
General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety. The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To have questions answered or schedule a time to meet and discuss our approach to this project further, please call us at 319.365.0961.

Sincerely,

BRAUN INTERTEC CORPORATION

Andrew Schweizer, PE
Project Engineer

Justin Humke, PE
Associate Principal/Project Engineer

Attachments:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer’s Firm

Authorizer’s Signature

Authorizer’s Name (please print or type)

Authorizer’s Title

Date
General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words “you,” “we,” “us,” and “our” include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work (“Services”), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, and expenses, (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to you. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.
Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainerage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement, and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party’s representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or $50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties’ intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party’s failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.
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THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

Quote Total: 8,500.00
# EVS 6.0.5.0 PYO Upgrade Purchase Order

**January 6, 2020**

Linn County, Iowa  
935 2nd St SW  
Cedar Rapids, IA 52404

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<td>EMS Network Upgrade on Customer Premises</td>
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<td>• Upgrade of EMS network performed on customer premises by ES&amp;S Technical Services technician.</td>
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<td>o Includes the installation, configuration, and testing of EMS workstation.</td>
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<td>• Includes post upgrade end-to-end connectivity testing of EMS network.</td>
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<td>EMS installation summary documentation provided to customer upon completion of installation</td>
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**Invoicing and Payment Terms:**
100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

**Note 1:** Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.

**Note 2:** In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Note 3:** Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

**Note 4:** Shipping and Handling is not included in the Order Total and will be invoiced separately.

**Note 5:** Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide
Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.

Customer Signature

Date

Title
Amendment to the Professional Services Agreement

PROJECT: (name and address)
Linn County O’Brien Building
825 3rd Street SW
Cedar Rapids, Iowa.

AGREEMENT INFORMATION:
Date: April 16, 2018

ARCHITECT: (name and address)
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302

AMENDMENT INFORMATION:
Amendment Number: 003
Date: December 6, 2019

OWNER: (name and address)
Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

The Owner and Architect amend the Agreement as follows:
for the following Project:
Linn County LIFTS
5815 4th Street SW
Cedar Rapids, Iowa
Interior and limited exterior renovations to the existing building.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Increase compensation due to changes in the Project Scope pertaining to the maintenance bay and funding requirements.

Increases to compensation are as follows:
Add: Seven Thousand Dollars and Zero Cents ($7,000.00) for Architectural services.
Add: Eight Thousand Five Hundred Dollars and Zero Cents ($8,500.00) for Mechanical, Electrical, and Plumbing services.
Total Additional Compensation: Fifteen Thousand Five Hundred Dollars and Zero Cents ($15,500.00).

New Revised Agreement Amount: Fifty-six Thousand Four Hundred Dollars and Zero Cents ($56,400.00).

Schedule Adjustment:
No changes.

SIGNATURES:

Martin Gardner Architecture, P.C.
ARCHITECT (Firm name)

Linn County Board of Supervisors
OWNER (Firm name)

SIGNATURE
Kyle Martin, AIA, LEED AP,
President
PRINTED NAME AND TITLE

SIGNATURE
Ben Rogers, Chair Board of
Supervisors
PRINTED NAME AND TITLE

DATE

DATE