Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Public hearing to vacate all of Forest Grove Road right-of-way lying south of the southerly most E Berry Road right-of-way line located in section 28-83-6.

Discuss contract between Planning & Development and A Touch of Class Banquet and Convention Center for Dows Farm Agri-Community Open House, to be held on August 1, 2019.

Discuss a proposed professional services Agreement between Linn County and Design Dynamics, Inc. for converting the existing Linn County Public Health Building into the Mental Health Access Center.

Discuss quotes for cabling for camera fiber for the Public Service Center parking lot.

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

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

Claims
Discuss and decide on claims.

Correspondence

Appointments

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
2019-2020 Standard Agreement
A Touch of Class Banquet and Convention Center
5977 Mt Vernon Rd SE Cedar Rapids, IA 52403

This Agreement made and entered into on this 10th day of June 2019, by and between A Touch of Class, Hereinafter referred to as Lessor, of 5977 Mt. Vernon Rd., Cedar Rapids, Iowa 52403, and Linn County Planning & Development, hereinafter referred to as Lessee.

The parties agree as follows:
1. **RENTAL**: Lessor leases to Lessee the following indicated; Crystal Room located at 5977 Mt Vernon Rd., Cedar Rapids, Iowa on the 1st day of August 2019 from 5pm - 8 pm. Under the following terms and conditions.

2. **DEPOSIT and Payment**: Lessee agrees to pay a facility fee of $100 per hour. Checks shall be made payable to ‘A Touch of Class’.

3. Deposits are made for each reserved venue. Payments for all food and bar service, decorating, item rental, gratuities, fees, and sales tax will be due within 30 days after the event date.

Initial here [Initial]

4. **GUARANTEED NUMBER AND FINAL PAYMENT** for all food and bar service, decorating, item rental, gratuities, fees, and sales tax will be due 14 days prior to the event.

5. **RESTRICTIONS ON USE**: Lessee shall not conduct any activity that is unlawful, hazardous, or that would increase the premises for liability insurance on the demised premises. Tenant shall use the premises only for a reception.

6. ** DAMAGES, REPAIRS, AND MAINTENANCE**: The Lessor will provide normal maintenance of the hall. The premises will be inspected prior to and after the Lessee’s use of the facilities. Lessee shall be financially liable for any and all damages incurred as a result of the Lessee and or their agents, including but not limited to any and all damage or repairs necessary to the kitchen equipment, chairs and tables, plumbing fixtures, and grounds. The Lessee shall be responsible for all damages resulting from the negligent acts of the Lessee or its agents. Lessee or vendors hired must remove all decorations and packaging from the premises at the end of your event.

7. **FOOD AND ALCOHOLIC BEVERAGES**: ALL FOOD, LIQUOR, SNACKS, and BEVERAGES will be provided by A Touch of Class Banquet and Convention Center. Gratuity and tax will be added to printed prices.
   a. Absolutely no outside alcoholic beverage is to be brought on to the property at any time, this includes gazebo and park area. Management reserves the right to close the bar and end the event if guests do not comply.
   b. Inside 7 hour event from the time the bar opens. Lessee may purchase additional time at $75.00 per hour (no later than midnight). Park closes at 11:00 pm
   d. All food is the property of A Touch of Class Banquet Hall and must remain at our facility for insurance and health department codes.

8. **SUPPLIERS OF OTHER SERVICES**: Lessor reserves the right to restrict suppliers of other services.

9. **DECORATING**: Items attached to the ceiling must be done so by a professional decorating company and must be pre-approved by A Touch of Class. **No confetti of any kind**, real flower petals, bubbles or smoke machine allowed inside. No exterior decorating of the building or landscape is allowed except gazebo and pavilion.
10. INDEMNIFICATION: Lessee shall indemnify Lessor against any and all claims, demands, causes of action, suits, or judgments, including attorneys fees, costs and expenses incurred in connection with such matters, for death or injuries to persons for loss of or damage to property arising out of or in connection with the use and occupancy of the demised premises by the Lessee, Lessee’s agents, employees or invitees. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee shall, on notice from Lessor, resist or defend the action or proceeding by counsel satisfactory to Lessor.

11. GOVERNING LAW: It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

12. NO WAIVER: The failure of either party to this agreement to insist upon the performance of any of its terms and conditions or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall remain in full force and effect as if no forbearance or waiver had occurred.

13. ENTIRE AGREEMENT: This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no statement, representation or promise with reference to this Agreement, or the premises leases, shall be binding upon either of the parties unless in writing and signed by both Lessee and Lessor.

14. EXPENSES. In the event this account is placed for collection or suit instituted to collect the same or any portion thereof, Applicant(s) agree and promise to pay reasonable collection expenses and/or attorney’s fee.

Dated this 10th day of June 2019.

[Signature]

LESSEE SIGNATURE (guarantees payment) A TOUCH OF CLASS AUTHORIZED SIGNATURE

NAME LESLIE T. BECK NAME Jennifer Howell

ADDRESS 935 2nd St. SW, Cedar Rapids, IA

PHONE (319) 892-5130

EMAIL les.beck@linncounty.org

Credit card on file # Card Type: Visa MC X Amex Disc

V-Code Expiration date 01/21

(Rev 11-2012)
AGREEMENT made as of the second day of July in the year two thousand nineteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

Design Dynamics, Inc.
119 14th Street, SE
Cedar Rapids, IA 52403
319-298-0400

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

Mental Health Access Center
501 13th Street, NW
The project consists of converting the former Linn County Health Department facility into the Mental Health Access Center Facility. This work will include significant interior demolition and remodeling as identified in the previously completed programming work. It will also include exterior cosmetic improvements and related work associated with the addition of new windows, improvements to the parking areas and related sidewalks to improve handicap accessibility, as well as the addition of a drive through sallyport to the north side of the building.

The Owner and Architect agree as follows.
# TABLE OF ARTICLES

1. INITIAL INFORMATION
2. ARCHITECT'S RESPONSIBILITIES
3. SCOPE OF ARCHITECT'S BASIC SERVICES
4. SUPPLEMENTAL AND ADDITIONAL SERVICES
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11. COMPENSATION
12. SPECIAL TERMS AND CONDITIONS
13. SCOPE OF THE AGREEMENT

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The project consists of converting the former Linn County Health Department facility into the Mental Health Access Center Facility. This work will include significant interior demolition and remodeling as identified in the previously completed programming work. I anticipate contracting with the following subconsultants to complete the work: West Plains Engineering, Inc. (mechanical and electrical engineering), Brain Engineering, Inc. (civil engineering) and Knapp Warden Engineers and Architects (structural engineering). The current budget for the project has been established at 1.8 million dollars. The project will include several alternates for additional improvements to the facility.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite
ARTICLE 2  ARCHITECT'S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1. General Liability
   1,000,000.00 Each Occurrence
   2,000,000.00 General Aggregate
   5,000,000.00 Umbrella Liability

2. Automobile Liability
   500,000.00 Liability
   500,000.00 Uninsured and Underinsured Motorists

3. Workers' Compensation
   100,000.00 Each Accident
   100,000.00 Disease Each Employee
   500,000.00 Disease Policy Limit

4. Professional Liability
   1,000,000.00 Each Claim
   2,000,000.00 Aggregate

ARTICLE 3  SCOPE OF ARCHITECT'S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner’s approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
§ 3.2 Design Phase Services
§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner’s program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner’s schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner’s approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner’s approval.

§ 3.3 Construction Documents Phase Services
§ 3.3.1 Based on the Owner’s approval of the Design Documents, the Architect shall prepare for the Owner’s approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.3.4 The Architect, following the Owner’s approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services
§ 3.4.1 General
§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™—2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104—2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and
the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be
responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by
such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents.
The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise
with reasonable promptness.

§ 3.4.5 Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and
do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the
Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in
accordance with the Contract Documents.

§ 3.4.6 Project Completion
The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final
completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner’s review and records,
written warranties and related documents required by the Contract Documents and received from the Contractor; and
issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s
knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall
provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in
Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil
engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination
of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond
requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record
drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.
(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each
Supplemental Service, if not further described in an exhibit attached to this document.)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the
Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The
Architect shall not provide the Additional Services until the Architect receives the Owner’s written authorization.
Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this
Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous
instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity;
the Owner’s schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services twenty-eight (28) visits to the site by the Architect during
construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor’s proposed
change in the Work. The Architect shall prepare revisions to the Architect’s Instruments of Service necessitated by
Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of
this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be
compensated as Additional Services.

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User Notes:
ARTICLE 5  OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6  COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot
and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  .1 give written approval of an increase in the budget for the Cost of the Work;
  .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  .3 terminate in accordance with Section 9.5;
  .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
  .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Init.  /  

User Notes: 

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Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 General
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.1.4 The method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.
§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

( Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

  1. Termination Fee:

  2. Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. Stipulated Sum
   (Insert amount)

2. Percentage Basis
   (Insert percentage value)
   Eight and one half (8.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3. Other
   (Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
At current standard hourly rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| Design Phase | Ten percent (%) |
| Construction Documents | Fifty-five percent (%) |
| Phase | Thirty-five percent (%) |

Init. / 11

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A

<table>
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<th>Rate</th>
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect’s consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Ten percent (10%) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment
An initial payment of ($ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.9.2 Progress Payments
§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*
§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B104™—2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – Current Hourly Rates

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER (Signature)
Stacey Walker, Chair
(Printed name and title) Board of Supervisors

ARCHITECT (Signature)
Robert W. Peck, President
(Printed name, title, and license number, if required)

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User Notes:
Exhibit A

AIA DOCUMENT B104
Hourly Rate Schedule 2019

Principal Architect 125.00 /Hour
Project Engineer 125.00/Hour
Project Architect 105.00 /Hour
CAD Technician Level 2 65.00 /Hour
CAD Technician Level 1 50.00 /Hour
Intern Architect Level 2 65.00 /Hour
Intern Architect Level 1 55.00 /Hour
Clerical 50.00 /Hour

Reimbursable Expenses

Mileage $0.58/mile
Copies 24x36 $3.00 per copy
Copies 11x17 $0.50 per copy
Copies 8 1/2x11 $0.20 per copy
August 1, 2018

Schedule of Hourly Rates for
West Plains Engineering, Inc.

Principal
$225.00/hr.

Office Manager
Drahos
$190.00/hr.

Project Manager
Reinhart
$175.00/hr.

Project Engineer
Hessman
$145.00/hr.

Project Designer
Hall, Clark
$125.00/hr.

Designer
Haman
$100.00/hr.

Draftsperson
Panton
$70.00/hr.

Clerical
Kramer
$60.00/hr.

Reimbursable Expenses

Mileage
$0.54/mile

Meals
At Cost

Lodging
At Cost

Miscellaneous (i.e., outsourced printing, shipping etc.)
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