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 Election Costs—Alburnett Community School District

Reports

Resolutions

Resolution 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.

Adopt resolution to set public hearing date and time of Monday, July 22, 2019 at 10:00am, to determine whether Linn County will convey to Forest Grove Farms Ltd. whatever interest Linn County may have in vacated right-of-way along Forest Grove Road south of E Berry Road in section 28-83-6.

Resolution to approve Residential Parcel Split for S & S West Farms First Addition, Case JPS19-0009.

Contract and Agreements

Authorize Fiscal Year 2020 payment to Lower Cedar Watershed Management Authority for start-up funding in the amount of $1,000.00.

Approve contract between Linn County 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, at a cost of $100 per hour.

Approve quote for $12,946.05 from Esco Group, and authorize Chair to sign Purchase Order #5559 in that amount to Esco, to provide and install fiber and communication cable for employee parking lot security cameras for the Linn County Public Service Center.

Approve and authorize Chair to sign FY20 Provider and Program Participation Amendment for Substance Abuse Commitments with Mercy Medical Center, Cedar Rapids, Iowa.
Approve and authorize Chair to sign Linn County Kids Wraparound Program FY20 Provider Agreements with the following: Lisa Hawk MSW, LISW, RPT; Mount Vernon Family Counseling; Mercy Medical Center (Cedar Rapids, Iowa); and PRK Williams, Inc. d/b/a To the Rescue.

Authorize Stacey Walker to electronically sign Amendment 1 of Contract #5880HC08 between the Iowa Department of Public Health and Linn County Community Services/Ryan White Program authorizing an additional $10,698.00 in funding for contract year April 1, 2019 – March 31, 2020, increasing the contract total to $375,989.00.

Approve and sign “Adopt-A-Roadside” application for Metro High School to adopt Otis Road SE from Indian Creek to the Cedar Rapids city limits.

Authorize Chair to sign one-year renewal contract (7/1/2019 – 6/30/2020) for phone hardware and software maintenance from Marco, at a cost of $6,517.73 per month ($78,212.76 annually).

Authorize Chair to sign one-year renewal contract (7/15/2019 – 7/14/2020) for UPS and CRAC unit annual maintenance from Vertiv Corporation (equipment location is the CSB computer room), at an annual cost of $22,507.00).

Licenses & Permits

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on a Vacancy Form requesting a Criminal Prosecutor III for the Linn County Attorney’s Office.

Approve and authorize chair to sign a 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

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

Correspondence

Appointments

Closed Session
The Board of Supervisors will enter into closed session pursuant to Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of real estate.

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.
July 2, 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 Alburnett Community School District Special Election held on June 25, 2019. Costs for this election will be assessed as shown below.

<table>
<thead>
<tr>
<th>School Special Election - June 25, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WAGES / MILEAGE</strong></td>
</tr>
<tr>
<td>Election Officials / Precinct Rovers / etc.</td>
</tr>
<tr>
<td>Election Technicians</td>
</tr>
<tr>
<td>Temporary Office Staff</td>
</tr>
<tr>
<td>Permanent Office Staff (Over regularly scheduled hours)</td>
</tr>
<tr>
<td>Satellite Workers</td>
</tr>
<tr>
<td>Mileage Reimbursements</td>
</tr>
<tr>
<td><strong>PRINTING</strong></td>
</tr>
<tr>
<td>Election Registers</td>
</tr>
<tr>
<td>Ballots</td>
</tr>
<tr>
<td>Photo Copies &amp; Signs</td>
</tr>
<tr>
<td>Polling Place Change Notices</td>
</tr>
<tr>
<td><strong>SUPPLIES</strong></td>
</tr>
<tr>
<td>Tally Envelopes/ Spoiled Ballot Envelopes</td>
</tr>
<tr>
<td>Absentee Ballot Envelopes/Supplies</td>
</tr>
<tr>
<td>Voter Rosters</td>
</tr>
<tr>
<td>&quot;I Voted&quot; Stickers</td>
</tr>
<tr>
<td>Labels/Paper at Precinct (E-Poll Book)</td>
</tr>
<tr>
<td>Miscellaneous Forms &amp; Supplies</td>
</tr>
<tr>
<td><strong>PUBLICATIONS &amp; ADVERTISING</strong></td>
</tr>
<tr>
<td>Public Notices &amp; Sample Ballots</td>
</tr>
<tr>
<td>Additional Advertising</td>
</tr>
<tr>
<td><strong>PROFESSIONAL SERVICES</strong></td>
</tr>
<tr>
<td>Ballot-on-Demand</td>
</tr>
<tr>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>Vote-by-Mail</td>
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<tr>
<td>POSTAGE</td>
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<tr>
<td>Precinct Official Communications</td>
</tr>
<tr>
<td>Absentee Ballots - Mailing Out</td>
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<tr>
<td>Absentee Ballots - Returned by Mail</td>
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<tr>
<td>Sample Ballot Mailer</td>
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<tr>
<td>POLLING PLACE</td>
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<tr>
<td>Building Rental</td>
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<td>Security Officers for Schools</td>
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<tr>
<td>Van Rental &amp; Gas (Machine Delivery)</td>
</tr>
<tr>
<td>Car Rental &amp; Gas (Election Day / Satellite Vehicles)</td>
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<tr>
<td>Technician Van Gas</td>
</tr>
<tr>
<td>OTHER</td>
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<tr>
<td>Lookup Tool Update</td>
</tr>
<tr>
<td>Meals</td>
</tr>
<tr>
<td>Photo Copier Rental</td>
</tr>
</tbody>
</table>

ELECTION TOTAL: $4,931.64
LESS AMOUNT, IF ANY PAID BY COUNTY: $436.13
ELECTION COST TO DISTRICT: $4,495.51

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

VACATE A COUNTY ROAD

WHEREAS, a public hearing was conducted on July 8, 2019 following publication and service of notice as required by law on the proposed vacation and closure of a portion of Linn County Secondary Road, described as follows:

To vacate part of Forest Grove Road located in Section 28, Township 83 North, Range 6 West of the 5TH Principal Meridian, Linn County, Iowa, as shown on plat exhibit “A” attached hereto which by this reference made a part hereof and described as follows:

All of Forest Grove Road right-of-way lying south of the southerly most E Berry Road right-of-way line located Section 28, Township 83 North, Range 6 West of the 5TH Principal Meridian.

WHEREAS, no objections have been received, either in writing or by persons present.

WHEREAS, it being deemed in the best interest of Linn County to vacate said right-of-way, and

WHEREAS, this vacation is subject to easements of record at time of the public hearing including a utility easement, and

NOW THEREFORE BE IT RESOLVED by the Linn County Board of Supervisors that the subject section of road be ordered vacated and closed.

To vacate part of Forest Grove Road located in Section 28, Township 83 North, Range 6 West of the 5TH Principal Meridian, Linn County, Iowa, as shown on plat exhibit “A” attached hereto which by this reference made a part hereof and described as follows:

All of Forest Grove Road right-of-way lying south of the southerly most E Berry Road right-of-way line located Section 28, Township 83 North, Range 6 West of the 5TH Principal Meridian.

Said area contains 3.13 acres more or less, subject to easements and restrictions of record or use.

Stacey Walker, Chairperson
Linn County Board of Supervisors

ATTEST:
Joel D. Miller
Linn County Auditor
RESOLUTION #__________

SET PUBLIC HEARING FOR CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under authority of §331.361, Code of Iowa, to dispose of the interest of Linn County, Iowa, in real property, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated portions of right-of-way described as:

LEGAL DESCRIPTION

To vacate part of Forest Grove Road located in Section 28, Township 83 North, Range 6 West of the 5TH Principal Meridian, Linn County, Iowa, as shown on plat exhibit “A” attached hereto which by this reference made a part hereof and described as follows:

All of Forest Grove Road right-of-way lying south of the southerly most E Berry Road right-of-way line located Section 28, Township 83 North, Range 6 West of the 5TH Principal Meridian.

Said area contains 3.13 acres more or less, subject to easements and restrictions of record or use.

and

WHEREAS, Forest Grove Farms Ltd, owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will convey to Forest Grove Farms Ltd, whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

BE IT FURTHER RESOLVED that said hearing shall be held on the 22nd day of July, 2019, at 10 o’clock, in the formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of ________________, 20____.
STATE OF IOWA   )
COUNTY OF LINN)SS

I, _____________________________, County Auditor of Linn County, Iowa, 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.

__________________________________
Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ______ day of ________________, 20_____.

__________________________________
Notary Public, State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of S & S West Farms First Addition (Case # JPS19-0009) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the NESE of Section 20, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the E 1/4 Corner of said Section 20; thence S88°54'37"W along the north line of said N 1/2 SE 1/4, 236.18 feet to Point of Beginning No. 1; thence S25°06'45"W, 409.12 feet; thence S64°41'34"W, 303.94 feet; thence N75°16'05"W, 280.05 feet to a point on the SE-ly right of way line of State Highway No. 1; thence N45°18'35"E along said right of way line, 837.21 feet; thence S44°55'55"E, 191.58 feet; thence S25°06'45"W, 26.51 feet to Point of Beginning No. 1 AND Commencing at the E ¼ Corner of said Section 20; thence S88°54'37"W along the north line of said N 1/2 SE 1/4, 701.29 feet to the west right of way line of State Highway No 1 and Point of Beginning No. 2; thence S45° 18'35"W along said west right of way line, 912.64 feet; thence N40°36'03"W, 815.49 feet said north line, thence N88°53'57"E along said north line, 1179.74 feet to Point of Beginning No. 2, all containing 13.34 acres.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of April 17th, 2019 as last amended on May 20th, 2019 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
No conditions to be met.

IOWA DEPARTMENT OF TRANSPORTATION
1. If any work is to be done in the State of Iowa right-of-way, contact the IDOT for additional permits.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 135, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.
2. New septic is needed. A DNR Binding Agreement was signed for future installation. (Condition waived per Public Health email from SEH 5/20/19 MT)

NATURAL RESOURCES CONSERVATION SERVICE
No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.
LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. A Land Use Map Amendment to GPN 17-204-26-001-00000 changing its designation from RRD2 (Rural Residential 2-Acre Area) to AA (Agricultural Area) to align with the remainder of the legal lot of record must be recorded as a condition of approval prior to recording of Residential Parcel Split case JPS19-0009.
4. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
5. This plat lies within the 2-mile jurisdiction of the City of Mount Vernon. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. The remaining land of the parent parcels will result in parcels of less than 35 acres. Either combine the remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: “This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed” on the plat.
8. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
9. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor’s certificate
   (iv) Auditor’s certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer’s certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (f) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Three (3) copies of the surveyor’s drawing
   (xii) A covenant for a secondary road assessment
10. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before MAY 20, 2020 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.
NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by July 10th, 2020 to be valid.

Passed and approved this 10th day of July, 2019.

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor
Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

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 of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ____________________________,
on this ______ day of ______________________, 2019.

_____________________________________
Notary Public State of Iowa
6/28/19

To:
Linn County Board of Supervisors

RE: INVOICE for Lower Cedar WMA contribution FY20

Dear Linn County Board of Supervisors,

On behalf of the Lower Cedar Watershed Management Authority (LCWMA), we wish to extend our gratitude for the contribution. Thank you for offering to contribute $1000 to the Lower Cedar WMA. These funds will be put towards accomplishing our mission: cultivating a shared responsibility to sustain a healthy watershed now and into the future. As a new organization, your donation will be used for startup items like website development, logo design, grant match, and educational materials.

At your convenience please make your check out to the Johnson County Auditor and mail it to them with a copy of this invoice:

    Johnson County Auditor
    Attn: Chris Edwards
    913 South Dubuque St. Ste. 101
    Iowa City, IA 52240

We greatly appreciate your support and encourage you to call or email us with any questions or thoughts you may have. If you need a TIN # for 1099 reporting purposes I can send Johnson County’s W9 form.

Sincerely,

Holly Howard
Lower Cedar Watershed Coordinator
Lower Cedar Watershed Management Authority
Muscatine County Soil and Water Conservation District

Cultivating a shared responsibility to sustain a healthy watershed now and into the future
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.

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 925 2nd St. SW, Cedar Rapids, IA

PHONE (319) 892-5130

EMAIL les.beck@lincounty.org

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

V-Code _______ Expiration date 01/21 ___________ (Rev 11-2012)
**DATE:** July 3, 2019

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<th>1</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>CONTRACT #:</th>
<th>5880HC08</th>
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</thead>
<tbody>
<tr>
<td>PROJECT TITLE:</td>
<td>HIV Core and Medical Support Services</td>
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</table>

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>Linn County Treasurer dba Linn County Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1240 26th Avenue Court SW</td>
<td></td>
</tr>
<tr>
<td>Cedar Rapids, IA 52404</td>
<td></td>
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</table>

<table>
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<tr>
<th>TOTAL CONTRACT AMOUNT:</th>
<th>$365,294.00</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
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<table>
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<tr>
<td>FEDERAL:</td>
<td>$320,464.00 $329,789.00</td>
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<tr>
<td>STATE:</td>
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<td>OTHER:</td>
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<td>Interagency State:</td>
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<tr>
<td>Private/Fees/Other:</td>
<td>$44,827.00 $46,200.00</td>
</tr>
</tbody>
</table>

This contract is amended by adding $10,698.00 in funding for additional food bank, financial literacy classes for clients listed under other and case coordination with staff. There is $1,373.00 from 0804 RWR0 and $9,325.00 from 0804 PBS9. The adjustments are broken out by each line item in Budget listed below.
Article IX - Budget:

IDPH will be funding this contract with two budget periods. The first budget period will begin on April 1, 2019, and end on September 29, 2019. Funds that are not spent by the end of September 29, 2019, will not be carried over to the second budget period, which begins on September 30, 2019, and ends on March 31, 2020.

<table>
<thead>
<tr>
<th></th>
<th>Original Contract amount</th>
<th>Amend # 1</th>
<th>Available funding April 1-Sept 29, 2019</th>
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<tbody>
<tr>
<td>A. Case Management</td>
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<tr>
<td>Medical Case Management</td>
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<td>$62,734.00</td>
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<tr>
<td>Non-Medical Case Management</td>
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<td>$43,224.00</td>
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<tr>
<td>Brief Contact Management (Psychosocial Support Services)</td>
<td>$32,049.00</td>
<td>$32,049.00</td>
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<td>Maintenance Outreach Support Services (Service Outreach)</td>
<td>$1,402.00</td>
<td>$1,402.00</td>
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<td>B. Other Core and Support Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient/Ambulatory Medical Care</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Oral Health</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Early Intervention Services</td>
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<td>$0.00</td>
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<tr>
<td>Health Insurance Premium &amp; Cost Sharing Assistance</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
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<tr>
<td>Mental Health</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Medical Nutrition Therapy</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Substance Abuse Services Outpatient</td>
<td>$0.00</td>
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<tr>
<td>Emergency Financial Assistance</td>
<td>$32,000.00</td>
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<tr>
<td>Food Bank/Home</td>
<td>$10,250.00</td>
<td>+$9,000.00</td>
<td>$19,250.00</td>
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<tr>
<td>Health Education/Risk Reduction</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Housing services</td>
<td>$67,750.00</td>
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</tr>
<tr>
<td>Linguistic Services</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<tr>
<td>Medical Transportation Services</td>
<td>$13,500.00</td>
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<tr>
<td>Outreach Services</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Psychosocial Support Services (Support Group)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Referral for Health care/ Supportive Services</td>
<td>$14,899.00</td>
<td>$14,899.00</td>
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<tr>
<td>Substance Abuse Services (residential)</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Other: Financial Literacy classes for clients</td>
<td>$0.00</td>
<td>+$325.00</td>
<td>$325.00</td>
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C. Infrastructure Development
<table>
<thead>
<tr>
<th>Activity</th>
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<th>Action</th>
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</thead>
<tbody>
<tr>
<td>Quality Management activities</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Data Management activities</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Planning and Coordination activities</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>D. Prevention with Positives</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>E. Field Benefits Specialists</td>
<td>$34,156.00</td>
<td>$34,156.00</td>
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<tr>
<td>F. Capacity Building</td>
<td>$11,419.00</td>
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<tr>
<td>G. Supplies</td>
<td>$200.00</td>
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<tr>
<td>Sub total</td>
<td>$332,083.00</td>
<td>$341,808.00</td>
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<tr>
<td>Administration 10% of the entire budget</td>
<td>$33,208.00</td>
<td>$34,181.00</td>
</tr>
<tr>
<td>Total</td>
<td>$365,291.00</td>
<td>$375,989.00</td>
</tr>
</tbody>
</table>

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

**For and on behalf of the Department:**

By: ____________________________
DeAnn Decker,
Interim Director, Division of Behavioral Health

**For and on behalf of the Contractor:**

By: ____________________________

Insert Date (required if not a digital signature): ____________
July 1, 2019

A Proposal for
LINN COUNTY AOB - ADMINISTRATIVE
Phil Lowder
phil.lowder@linncounty.org

Prepared By
Rich Bates
Technology Advisor
rich.bates@marconet.com

Document Number: 047199
## Linne County AOB - Administrative MMV 2019-06-30

**Prepared by:**
Marco - Des Moines  
Rich Bates  
rich.bates@marconet.com

**Prepared for:**
Linne County AOB - Administrative  
935 2nd St SW  
CEDAR RAPIDS, IA  52404  
Phil Lowder  
3198925271  
phil.lowder@linncounty.org

**Quote Information:**
Quote #: 047199  
Version: 1  
Date Issued: 07/01/2019  
Expiration Date: 07/15/2019

---

### Mitel MMV - Monthly

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
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<tr>
<td>Support Coverage 7/1/2019-6/30/2020</td>
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<tr>
<td>Marco - Voice - Managed Voice Maintenance</td>
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### Mitel Software Assurance - 12 Month

<table>
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<th>Description</th>
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<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - Sheriff</td>
<td>1</td>
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<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - Youth Detention</td>
<td>1</td>
</tr>
<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - Filmore</td>
<td>1</td>
</tr>
<tr>
<td>MITEL BORDER GATEWAY SOFTWARE ASSURANCE (EDI) - CSB</td>
<td>1</td>
</tr>
<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - 935 2nd St SW</td>
<td>1</td>
</tr>
<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - AOB</td>
<td>1</td>
</tr>
<tr>
<td>MITEL MICOLLAB (MAS) SOFTWARE ASSURANCE (EDI)</td>
<td>1</td>
</tr>
<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - DHS</td>
<td>1</td>
</tr>
<tr>
<td>MITEL MICONTACT CENTER SWA (PF) (EDI)</td>
<td>1</td>
</tr>
<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - Courthouse - Jail</td>
<td>1</td>
</tr>
<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - CSB</td>
<td>1</td>
</tr>
<tr>
<td>MITEL SOFTWARE ASSURANCE MVOICE BUSINESS (EDI) - Emergency Management</td>
<td>1</td>
</tr>
<tr>
<td>ESNA SOFTWARE ASSURANCE 1-24 PORTS (EDI)</td>
<td>24</td>
</tr>
<tr>
<td>ESNA REALSPEAK (TTS) SOFTWARE ASSURANCE PER PORT 1-16 PORTS (EDI)</td>
<td>2</td>
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</table>
Coverage Election

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Coverage - Monday-Friday - 8:00 am - 5:00 CT</td>
<td>1</td>
</tr>
</tbody>
</table>

Marco Managed Voice Terms and Conditions

**Terms, Conditions, and Definitions**

For service as specified below on the equipment listed above (“Service”) and the Software Assurance the undersigned agrees to pay the Monthly Recurring Charge (“MRC”) or One Time Expense stated on the Schedule of Products for this Agreement (“SOP”) for the Term and any Renewal Term, as defined below. Marco reserves the right to delay Service if your regular account is delinquent. The undersigned represents that they are the Owner of the equipment or that they have the Owner’s authority to enter into this Agreement.

This Agreement is subject to acceptance by Marco. The initial term of this Agreement runs from the Contract Start Date through the Contract End Date (“Term”) as stated on the first page hereof and shall automatically renew for additional twelve month periods (each, a “Renewal Term”) at Marco’s then prevailing rates, unless either party provides written notice of its intent not to renew sixty (60) days prior to the end of the Contract End Date or a Renewal Term. Notwithstanding any termination or non-renewal of this Agreement, Software Assurance fees stated in the SOP are non-refundable.

Client is purchasing the Services and Software Assurance for the complete Term and any Renewal Term. Client may terminate this Agreement and the SOP after providing Marco sixty (60) days’ written notice. In the event it does so, Client shall pay Marco 100% of the Software Assurance fees stated in the SOP for the Term and any Renewal Term and an amount equal to 100% of the MRC for the Services multiplied by the number of months remaining in the Term or Renewal Term or One Time Expense(s) listed on the SOP.

**Designation of Coverage**

- **Contracted Coverage Period** - The period of coverage the Customer is paying for support. The options are 8:00 am - 5:00 pm CT Monday through Friday, excluding Marco published holidays or an uplift to 24x7, 7 days a week. Customer’s selected option is indicated below. (Assumes M-F 8x5 unless Option B is selected).

  - **Standard Support Desk Hours** - 8:00 am - 5:00 pm CST, Monday-Friday excluding Marco published holidays.
  - **Manned 24x7** to report trouble or Email ITservice@marconet.com or call 800-847-3098 #2 for support outside of regular business hours (8-5).

- **Remote Access** - Remote access is required for support. Additional charges may apply if remote access is not available.

- **PPM** - Principal Period of Maintenance (PPM) 8:00 am - 5:00 pm CT Monday - Friday, excluding Marco published holidays.

- **PPU** - Principal Period of Upgrades (PPU) 7:00 am - 7:00 pm CT Monday - Friday, excluding Marco published holidays.

- **Emergency Two Hour Response** - Marco provides an initial response to emergency trouble calls within 2 hours during the PPM. EMERGENCY is defined as a major service impacting event consisting of one or more of the following:
  - 1) No incoming or outgoing calls
  - 2) 40% of all telephones inoperative
  - 3) 20% of all outside lines inoperative
  - 4) Attendant console is inoperative or mainline target inoperable

- **Standard Next Business Day Preferential Response** - Marco responds the next business day to routine trouble calls.

- **Labor and Travel for Emergency or Standard Trouble Calls** - Labor and travel is included at no charge during the PPM.

- **Part Coverage and Service Labor Regarding Replacement Parts** - Replacement of currently covered, failed components will be shipped to the Customer. Replacement equipment and parts will be of equal quality of the original parts.
  - *Customer must also have current Software Assurance (SWA) in place through Mitel in order for Marco to obtain manufacturer support assistance for escalated troubleshooting or to upgrade software levels if needed to accommodate replacement hardware.

If the equipment, software, or licensing is not currently covered or not currently supported by the manufacturer, services will not be covered under this Agreement. At this point, services may be provided on a billable basis at Marco standard service rates in
Marco’s discretion. Assumes “in stock” status at the distributor/manufacturer. If not available, Marco may provide an alternate solution as a temporary measure.

- **Remote Moves, Adds, and Changes (MAC)** – Remote access is required for support. If Marco is requested to go to the Customer site to perform MAC work, additional charges will apply at Marco standard service rates. Net-new setup or installation of additional equipment is not considered MAC work and will be billable at Marco standard service rates.

- **Software Updates** – Updates to correct any software errors that prevent your system from performing to published specifications are included during PPU. This assumes no hardware replacements or software licensing is required. If applicable, Customer will be responsible for hardware and or licensing purchases needed to support the software update.

- **Software Upgrades †** – Upgrades to keep your system at a minimum load to reflect manufacturer support requirements will be included in this Agreement, provided the Mitel operating system is able to be upgraded via software and the Customer has a current Mitel Software Assurance (SWA) in place. Upgrades that are able to be performed during the PPU (7 am – 7 pm CT) will be covered under this Agreement. Upgrades that must be performed outside of the PPU will be billable at Marco standard service rates. Customer will be responsible for hardware purchases needed to support the upgrade. This Agreement does not include Microsoft Windows operating systems.

†Requires a minimum annual contract spend (Total Amount Due [annual term]) of $2,400.00 (not including SWA). If Customer’s annual contract spend (not including SWA) is less than the minimum, labor to upgrade will be billable at Marco standard service rates. Customer must be on a Mitel manufacturer supported version (N-1) ** to qualify for Software Assurance and vendor support. Marco support will be at Marco’s discretion if Customer does not remain on a manufacturer supported version.

** N-1 means the current release of software or 1 version behind. Versions older than N-1 are supported at Marco’s discretion only.

- **Handset Training** – Access to Web based training via manufacturer site.

* All Marco Managed Voice contracts require remote access and full administrative rights. Onsite service will be billable at Marco standard service rates for an issue that could be resolved remotely.

---

### Not Covered

- **Overtime Labor**‡ - Unless option B (24x7 coverage) is selected below, labor outside of the PPM will be billable at Marco standard service rates.

- **MAC On-Site Labor** - If on-site labor is required or specifically requested by Customer for Moves, Adds or Changes, services will be billed at Marco standard service rates.

- **Equipment and Labor Costs for Hardware Upgrades**

- **Facility Changes** - Any adjustments to the system necessitated by building or furniture changes.

- **Acts of God or Abuse** - Repairs necessitated by Acts of God such as lightning, water damage, fire, any other cause beyond Marco’s reasonable control, Customer misuse, and any other damage caused by other than normal use.

- **Virus or SPAM** - Any Virus or SPAM attack damage is not included in this Agreement.

- **Licensing or Patching of Operating System/Protection Software** ‡ The Customer is responsible for keeping any PC/Server operating system licenses or patches current, as well as any protective Antivirus, Antimalware or Anti-Spam software current.

- **UPS** - Customer UPS may be tested for functionality, however it is the responsibility of the Customer to repair or replace batteries or UPS as required.

- **Telco** - Local and long distance line problems will be identified to the source. Carrier resolution will be the Customer or Customer’s agent responsibility. Billable charges may incur if the Carrier is found to be responsible for the outage, quality issues, or any other incident.

- **QoS** - Configuration, troubleshooting or assurance of QoS on Customer or vendor owned network equipment is not included in this Agreement.

- **Wireless** - Wireless handsets & wireless infrastructure (access points, controllers, etc.) are not included in this Agreement.

- **Misc** - Analog phones, Analog cordless phones, Non-manufacture headsets, Paging software or hardware, Card Access equipment, or expendable items such as Batteries, Line & Handset cords are not covered under this Agreement.

- **Servers and Infrastructure Networking Equipment, Switches, Routers and Other Devices** - that share or have voice services are not included in this Agreement.

- **End User/Client Applications** are not included in this Agreement.

- **Fax Software and/or Hardware, Paging Software and/or Hardware** – is not included in this Agreement.

- **Alarm Notifications** – are not included in this Agreement. However, if alarm notifications are configured and identified by Customer, Customer may contact Marco for review and remediation under this Agreement.
• **Security Vulnerabilities** – Marco is not responsible for issues arising from known or unknown security vulnerabilities on Customer’s voice system, or network systems integrated with the voice system. This includes telephone system fraud or toll fraud, which is the unauthorized use of your phone lines to make long distance calls that are charged to you. Toll fraud is an illegal activity similar to computer hacking and is an industry-wide concern. You are responsible for taking action to prevent toll fraud.

• **Backups** – Marco is not responsible for managing scheduled backups of Customer’s voice system(s) covered under this Agreement.

* All Marco Managed Voice contracts require remote access and full administrative rights. Onsite service will be billable at Marco standard service rates for an issue that could be resolved remotely.
Payment Options

<table>
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<th>Description</th>
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<th>Interval</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Recurring Payments</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>12-Months - Monthly Payments - Includes MMV &amp; Software Assurance</td>
<td></td>
<td></td>
<td>$6,517.73</td>
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</tbody>
</table>

- Marco’s standard Payment Terms, Warranty, and Return Policy (“Terms”) can be found at: https://www.marconet.com/terms-conditions/.
- In the event of a conflict between those Terms and the Proposal and Agreement documents in this document package “Package Documents,” the terms in the Package Documents shall control.
- Taxes, shipping, handling and other fees may apply where applicable. We reserve the right to cancel orders arising from pricing or other errors.

Marco Technologies, LLC

Signature: 
Name: 
Title: 
Date: 

LINN COUNTY AOB - ADMINISTRATIVE

Signature: Phil Lowder
Name: 
Date: 
PO Number: 
Proposal for Service
Vertiv Corporation

June 18, 2019

Mr. Phil Lowder
Phil.Lowder@linncounty.org

Linn County Options IT
1240 26Th Ave Ct Sw
Cedar Rapids, IA, 52404

PROPOSAL EHQ02971961
Total price not including tax: USD $22,507.00
any tax required must be included in customer purchase order

Payment Terms:   Net 30 Days

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment. Vertiv is a factory direct OEM provider with sole access to factory training and certification, factory engineered parts, proprietary control and operational software including firmware updates and changes, knowledge of engineering schematics and specifications, current issues and how to fix them correctly.

Solutions Services:

Standard Maintenance Contracts:
Site #: 135515, Linn County Options &

<table>
<thead>
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<th>Description</th>
<th>Model #</th>
<th>Annual PM Qty</th>
<th>Coverage Type (Coverage Dates)</th>
<th>Coverage Amount</th>
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<tr>
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<td>PREFERRED (7/15/2019) - (7/14/2020)</td>
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</tr>
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</table>
SCOPE OF WORK

PRECISION COOLING SERVICES
(FLOORMOUNT, CEILING, WALLMOUNT & HEAT REJECTION)
PREFERRED SERVICE - 4 PM

SERVICE SUMMARY

<table>
<thead>
<tr>
<th>Feature</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Site Service</td>
<td>Includes 4 Preventive Maintenance Services, scheduled by the customer at the customer’s convenience (excluding national holidays).</td>
</tr>
<tr>
<td>Response Time</td>
<td>Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services’ Service City.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.</td>
</tr>
<tr>
<td>Parts</td>
<td>Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).</td>
</tr>
<tr>
<td>Labor &amp; Travel</td>
<td>Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states.</td>
</tr>
<tr>
<td>Service Professional</td>
<td>Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.</td>
</tr>
</tbody>
</table>

SERVICE PERFORMED

Filters
1. Check for restricted airflow.
2. Replace air filters as needed.
3. Examine filter switch.
4. Wipe entire section clean.

Blower Section
1. Verify that impellers are free of debris and move freely.
2. Check belt for condition and proper tension.
3. Replace belts as needed.
4. Verify that the bearings are in good condition.
5. Check the fan safety switch for proper operation.
6. Check the pulleys and motor mounts for tightness and proper alignment.

Air Cooled Condenser (If Applicable)¹
1. Verify condenser coil cleanliness.

¹Applies to Air Cooled units only
2. Brush clean and spray using hose and nozzle connected to local water source (if local water source is available).
3. Chemical cleaning of outdoor condensing unit is excluded from normal scheduled maintenance and can be performed on a
time and material basis.
4. Examine motor mounts for tightness. Tighten if necessary.
5. Verify that the bearings are in good working order.
6. Confirm that the refrigerant lines are properly supported.

**Water/Glycol Condenser (If Applicable)**

1. Check cleanliness of copper tubing.
2. Confirm that the water regulating valves are functioning properly.
3. Check the glycol solution level.
4. Check glycol freeze protection level.
5. Check for water/glycol leaks.

**Glycol Pump**

1. Examine for any glycol leaks.
2. Determine proper pump operation.

**Steam Generating Humidifier (If Applicable)**

1. Check the canister for any deposits.
2. Check the condition of all steam hoses.
3. Examine the water make-up valve for any leaks.
4. Check and adjust potentiometers for optimal performance.

**Infrared Humidifier (If Applicable)**

1. Check the pan drain for any type of blockage.
2. Examine the humidifier lamps for proper operation.
3. Check the pan for any type of mineral deposits.

**Refrigerant Cycle/Section**

1. Examine refrigerant lines for leaks or damage.
2. Using the sight glass, check lines for moisture.
4. Monitor head pressure.
5. Monitor discharge pressure.
6. Check superheat.

**Electric Panel, Controls, and Ancillary Items**

1. Check fuses.
2. Check electrical connections.
3. Check contactors for pitting.
4. Using microprocessor controls, ensure proper operation of the unit components.

---

2 Applies to Water Cooled, Glycol Cooled, and GlyCool units only
3 Applies to Water Cooled, Glycol Cooled, and GlyCool units only
4 Applies to Air Cooled, Water Cooled, Glycol Cooled, and GlyCool units only
5. Inspect leak detection cabling (if connected to unit).

**Chilled water units - additional checks (if Applicable):**

1. Inspect chilled water valve and actuator for proper operation.
2. Adjust/tighten linkage if necessary.
3. Inspect internal chilled water piping and coil for leaks.

**ASSUMPTIONS AND CLARIFICATIONS**

Parts coverage excludes: piping external from the unit, replacement of outdoor condensing unit, components showing physical damage, component failure due to irregular voltage conditions, pumps external to the unit, fire suppression system, unit control upgrades, network panels external to the unit, and leak detection panels. Rental of temporary spot coolers is also excluded.

Inspect Prior to Contract

**CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

**TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

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<sup>5</sup> Applies to Chilled Water units and units with free cooling only.
SCOPE OF WORK

SITESCAN SYSTEM

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

<table>
<thead>
<tr>
<th>Feature</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>2hr Phone Response</td>
<td>Guaranteed 2 hour phone response, 7 days/week, 24 hours/day</td>
</tr>
<tr>
<td>On-site Service</td>
<td>Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).</td>
</tr>
<tr>
<td>Remedial Service Visit</td>
<td>Includes up to one (1) Annual exempted-billable service visit. Charges will be waived for up to two remedial service visits caused by factors external to SiteScan</td>
</tr>
<tr>
<td>Labor</td>
<td>Includes 100% remedial labor coverage, for hardware and software under contract, 7 days/week, 24 hours/day, within the 48 contiguous states. (Labor coverage includes phone time, email support, and on-site visits).</td>
</tr>
<tr>
<td>Parts</td>
<td>Includes 100% remedial parts coverage of equipment under contract.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.</td>
</tr>
<tr>
<td>Service Professional</td>
<td>Service performed by Vertiv factory trained monitoring technicians.</td>
</tr>
</tbody>
</table>

SERVICE PERFORMED

Annual Preventative Maintenance Service 8x5

1. Consultation with facilities personnel on the status of the SiteScan system.
2. Complete visual inspection of all SiteScan hardware modules covered by contract (requires safe, clear physical access to modules. Additional charges may apply for units located in unoccupied spaces or internal to other equipment).
3. Clean and remove dust from assemblies and internal compartments where possible.
4. Test and check 20% of the contact closure points and voltage sense modules for proper alarm annunciation.
5. Verify analog sensors display expected values in appropriate ranges.
6. Check communications from all Vertiv devices connected to the SiteScan system.
7. Perform any required Engineering Field Change Notices (FCN).
8. Perform minor system updates and configuration changes during the PM visit, such as:
   • Move or rename existing equipment within the system
   • Install software patches or purchased add-ons or graphics
   • Program existing SiteScan modules to support new equipment
   • Move the SiteScan Web application to a new server (e.g. Windows OS migration)
   • Alarm, notification, or trend configuration assistance as requested
9. Desktop access required for the following:
   • Perform minor graphic changes.
   • Add or remove units.
• Update function block logic and bezel graphics as required.
• Perform back-up of custom files and databases.

10. Return system to operational status, ensuring that all equipment being monitored is on-line and the SiteScan system is functioning as designed. (Does not include replacing lost software diskettes, or loading/re-loading software)

11. Leave the work area clean, removing any debris generated while performing required tasks.

12. Perform back-up of custom files and databases.

13. Schedule SiteScan Web software updates and/or hardware Life Extension replacements, if applicable.

Remedial Service Visits (scheduled)

1. Ensure system is operating according to manufacturer specifications.
2. Provide basic troubleshooting of external network, BMS, or alarm I/O connectivity issues.
3. Perform basic system updates and additions at Vertiv Services’ discretion, and as time allows during the same remedial visit. Optional services requiring a revisit may be performed during an annual PM or billable return visit.
4. Perform backup of system files.

Exempted-Billable Service Visits

Problems due to external equipment failures or changes, site readiness, network, or computer system failures are typically billable. Charges will be waived for a maximum of one troubleshooting trip, annually, attributed to these external factors. Additional visits for failures external to SiteScan will be billable. Vertiv Services is the sole arbiter of problem attribution; however any trip for an annual PM or involving SiteScan hardware replacement will never count as a billable visit.

ASSUMPTIONS AND CLARIFICATIONS

SiteScan Web operates as a system. All hardware and software components must be covered at the same contract level (Essential or Preferred).

On any service call, advanced troubleshooting, follow-up visits, and other problems or delays due to conditions outside of Vertiv Services’ control may result in billable charges at Vertiv Services’ current published rates.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

• Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
• Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
• Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
• Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
• Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
• Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
SCOPE OF WORK

STATIONARY BATTERY SYSTEMS
VRLA (SEALED) BATTERY
ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

<table>
<thead>
<tr>
<th>Feature</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Site Service</td>
<td>Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).</td>
</tr>
<tr>
<td>Response Time</td>
<td>Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services’ Service City.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.</td>
</tr>
<tr>
<td>Internal Battery Coverage</td>
<td>Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).</td>
</tr>
<tr>
<td>Labor &amp; Travel</td>
<td>Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.</td>
</tr>
<tr>
<td>Service Professional</td>
<td>Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.</td>
</tr>
<tr>
<td>Battery Recycling</td>
<td>Includes battery recycling as required, with documentation meeting EPA requirements.</td>
</tr>
</tbody>
</table>

SERVICE PERFORMED

**During the initial PM visit, an Annual Service PM must be performed.**

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record the overall AC ripple voltage.
4. Measure and record the overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
7. Measure and record the ambient temperature.
8. Verify the integrity of the battery rack/cabinet.
9. Measure and record 100% of the jar temperatures.
10. Measure and record the float voltage of all cells.
11. Measure and record all internal ohmic readings.
12. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
13. Verify approval for Battery Life program.

**Annual Service (includes the above, plus)**

1. Re-tighten all battery connections to the battery manufacturer’s specifications, if required. Refer to the manufacturer’s literature to determine if re-tightening is required.

2. Measure and record all battery connection resistances in micro-ohms, when applicable.

**Corrective Maintenance Performed as Required**

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

**Conditions for Single Jar Replacement Service for Lead Acid Batteries**

1. The Customer is covered by an Essential or Preferred Contract.

2. The battery string is in overall good health as determined by Vertiv Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.

3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.

4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

**ASSUMPTIONS AND CLARIFICATIONS**

Does not include battery or full-string replacement labor or parts coverage.

**CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.

- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.

- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.

- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

**TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS
PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

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<tr>
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<tr>
<td>On-Site Service</td>
<td>Includes 2 Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).</td>
</tr>
<tr>
<td>Response Time</td>
<td>Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services’ Service City.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.</td>
</tr>
<tr>
<td>Parts</td>
<td>Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).</td>
</tr>
<tr>
<td>Labor &amp; Travel</td>
<td>Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.</td>
</tr>
<tr>
<td>Service Professional</td>
<td>Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.</td>
</tr>
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</table>

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer’s specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:
• Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

• Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.

• Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.

• Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.

• Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

• Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS
ALL 3-PHASE MODELS
ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

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<tr>
<td>On-Site Service</td>
<td>Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).</td>
</tr>
<tr>
<td>Response Time</td>
<td>Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv’s Service City.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.</td>
</tr>
<tr>
<td>Parts</td>
<td>Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).</td>
</tr>
<tr>
<td>Labor &amp; Travel</td>
<td>Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.</td>
</tr>
<tr>
<td>Service Professional</td>
<td>Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.</td>
</tr>
</tbody>
</table>

VERTIV PROPRIETARY SERVICE TOOLS AND SOFTWARE

Vertiv Customer Engineers (CEs) are the only authorized, factory-trained and OEM-supported service providers for Vertiv equipment with access to Vertiv’s proprietary service tools and software to ensure optimal equipment performance.

- Using proprietary software PPvis™, Paramset™, and WinSVT™ CEs apply Vertiv’s knowledge base to diagnose, configure and optimize your Vertiv equipment.
- Vertiv is the only authorized source for critical proprietary firmware updates providing your equipment the latest version of operational firmware to ensure equipment is running at optimal performance and efficiency levels.
- Vertiv exclusively enables:
  - Access to OEM engineering support and product enhancements.
  - Optimized methods of procedure for efficient service supported by proprietary documentation.
  - Improved MTBR and MTTR.
  - Root cause forensic analysis.
  - Continual improvements with tested and certified updates for software and hardware improvements throughout the equipment’s lifecycle.
  - CEs to be equipped with proprietary service documentation that provides access to the latest method of procedures and event data to return equipment online in the most efficient manner possible.
  - Benchmarking against the entire service population to identify service trends and provide solutions rapidly or before they occur, reducing or eliminating customer events and outages.
Vertiv Services CEs are trained in NFPA and OSHA best practices, and all processes and procedures strictly comply with NFPA 70A and 70E industry standards.

**SERVICE PERFORMED**

**UPS Full Preventive Maintenance Service**

**Semi-Annual Service**

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Conduct diagnostic review with proprietary access to internal event logs.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record the dc float voltage at the UPS and at the battery
8. Measure and record the ripple voltage and current

**Annual Service**

1. Check power capacitors for swelling or leaking oil (if applicable).
2. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
3. Measure and record harmonic trap filter currents (if applicable).
4. Check the inverter and rectifier snubbers for burned or broken wires.
5. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
6. Check fuses on the DC capacitor deck for continuity (if applicable).
7. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
8. Calibrate and record all electronics to system specifications.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Measure and record all low-voltage power supply levels.
11. Record phase-to-phase input voltage and currents.
12. Record real and apparent power for each phase.
13. Review system performance with customer to address any questions and to schedule any repairs.

**Battery Inspection Service - Performed During the UPS Annual PM Service**

1. Check integrity of battery cabinet (if applicable).
2. Perform a visual inspection of the battery, battery cabinet or rack and battery room and note any deficiencies and recommendations.

**ASSUMPTIONS AND CLARIFICATIONS**

Parts coverage excludes batteries, air filters, proactive full bank capacitor replacement and fan replacement.
Customer should check air filters monthly for cleanliness and replace as necessary.
Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.
The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

Modular designed UPS systems may have less accessibility to listed “if applicable” checks above due to the design and usage of certain UPS systems.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

• Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

• Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.

• Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.

• Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.

• Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

• Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
PROPOSAL: EHQ02971961

Purchase Order must be made out to: Vertiv Corporation
Vertiv Corporation
1050 Dearborn Dr.
Columbus, OH 43085
FID# 31-0715256

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity. Visit http://vertivco.com/legalentityinfo for changes you may need to make.

For Order Processing and Service Implementation PO should be e-mailed with signed proposal to local Iowa Vertiv office:
Attn: Emily Horrell   Email: ehorrell@dptgroup.com
Please Call with any questions (515) 471-1922

Please complete the following information (All fields are required):

Purchase Order Number: ____________________________   Purchase Order attached:  ☐ Yes  ☐ No
If PO NOT attached, please specify reason: __________________________________________________________

Invoice Delivery Method:  ☐ Web Billing (Attach Instructions)  ☐ Mail  ☐ Other _______________________________
                          ☐ Accounts Payable Email ______________________________@___________________________

Billing Contact Person: _______________________________   Phone: ________________________________
Email: __________________________________________   Fax #: ________________________________

Bill-To Company Name: _______________________________   Bill-To Address: _______________________________
Federal Tax ID #: __________________________________ Bill-To City, ST Zip: _______________________________

Tax Exempt:  ☐ Yes (Attach tax exempt certificate)  ☐ No

Site Services/IT Contact Person: _______________________________   Phone: ________________________________

* * COVERAGE DETAILS * *
For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER. This order between the Buyer and Seller is limited to Seller’s Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer’s terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:     Accepted By:
____________________                         ________________________________
Emily Horrell                        ________________________________
Date  Buyer Signature Required         Date
___________________________                         ________________________________
Printed Name                        Title                          Phone
Vertiv Corporation

TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller’s scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller’s acceptance of Buyer’s purchase order is expressly conditional on Buyer’s assent to all of Seller’s terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer’s purchase order. Buyer’s acceptance of the Goods, Parts, and/or Software will manifest Buyer’s assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller’s quotation, Seller’s scope of work or acknowledgment of Buyer’s order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of Goods shall have been received by Seller. Such authorization shall be evidenced by (i) Buyer’s purchase order, (ii) Buyer’s acceptance of Seller’s delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer’s delay or Seller responsible to load goods on Buyer’s nominated vehicle. Any claims for shortages or damages resulting from the transportation of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of Seller’s facility. Freight charges from Seller’s facility to destination terminal invoiced to buyer either on a Prepaid or freight charges to Buyer shall be for Buyer’s account and shall be added to the price or billed to Buyer separately, at Seller’s election.

3. TERMS OF PAYMENT: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller’s invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller agree that Buyer shall be liable for all expenses, including attorneys’ fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic’s, labor, construction or similar lien rights. Should Buyer’s financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller’s other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller’s demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller’s affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller’s affiliated companies, all shipments of Goods, Parts, and/or Software are Delivered at (DD) to Buyer in accordance with Section 5. If delivery is Prepaid or FPO/ADD basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made by Seller’s common carrier (e.g., Ex Works (EXW) Seller, FOB Shipping Point basis, per Incoterm 2010), and Buyer is responsible to load goods on Buyer’s nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer’s delay or postponement of performance by Buyer, under Section 4. The Buyer is responsible for all insurance on all Goods, Parts and/or Software at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes must be submitted in writing to Seller and are subject to Seller’s acceptance and adjustment in freight price. The transportation costs quoted by Seller may be adjusted by Seller without notice in order to reflect Seller’s prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes to that price may be charged by Seller without notice to Buyer. Any disruptions, delays or other conditions that are different from or additional to the terms and conditions of Buyer’s purchase order.

5. LIMITED WARRANTY: Subject to the limitations of Section 6, Seller’s standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller’s Goods and/or Software and its terms, conditions, and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable care, skill and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer’s pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of any accident, abuse, neglect, normal wear and tear, negligence (other than Seller’s), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application, or other cause, except for the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller’s quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER BE LIABLE TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER’S LIABILITY TO BUYER AND/OR ITS CUSTOMERS WILL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term “consequential damages” shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for recall costs, lost sales, lost production, lost reputation, increased costs of doing business or other expenses resulting therefrom. The technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer’s risk.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: Worker’s Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer’s Liability with a limit of liability of $2,000,000 per occurrence for bodily injury and property damage with a limit of $2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to the same limits as the Employer’s Liability coverage. This coverage includes Commercial Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, including but not limited to, limits of loss, deductible, policy limits, and exclusions.
which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6 and any other applicable conditions set forth herein, Buyer agrees that if Buyer is identified as a party to any suit or proceeding in which it is alleged that the goods or software sold, except as are made specifically for Buyer, are infringing, Buyer agrees to indemnify, defend, and hold Seller harmless from all costs, damages, and expenses in connection therewith, including without limitation reasonable attorneys' fees. Seller may, at its option, settle any such suit or proceeding and in the event of any settlement made by Seller, Buyer will reimburse Seller for all amounts paid by Seller in connection therewith

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or events beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited, or made impracticable by causes beyond its reasonable control, Seller shall have the right to allocate its available supply of the Goods, Parts, Software, and/or such material (within the scope of the Services) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to the extent commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. CHANGES: Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or payment which Buyer shall pay Buyer's purchase price or the then prevailing price for similar equipment and/or parts, if any. If Buyer makes such modifications or additions, Buyer may, at its option, cancel or rescind any part of the purchase order which contains such modifications or additions. All such changes or additions shall be embodied in an amendment to Buyer's original order any such change or addition shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Buyer.

12. NUCLEAR/MEDICAL: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract, or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. SOFTWARE: Notwithstanding any other provision herein to the contrary, Seller or applicable third-party licensors, shall retain all ownership and title to any respective software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, nontransferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. TOOLING: Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon shipment to Buyer. All tooling, dies and patterns are the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership, interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. DOCUMENTATION: Seller shall provide Buyer with data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. INSPECTION/TESTING: Buyer, at its option and expense, may observe the inspection and testing of the Goods and/or Software to be furnished under this Agreement and, upon request of Buyer, Seller shall make the Goods and/or Software available for inspection and testing at the Buyer's place of business. Buyer shall bear all costs of inspection and testing. Seller, at its option and expense, may make such inspection or testing which shall be made at such time and place as is convenient to Seller. Upon request of Buyer, Seller shall make the Goods and/or Software available for inspection and testing at the Buyer's place of business. Seller shall have the right, at its option and expense, to procure for Buyer the right to inspect and test the Goods, Parts, and/or Software at any reasonable time and place. Any such inspection performed by Buyer shall not relieve Buyer of any of its other obligations under this Agreement. Buyer may not resell, use, or transfer the Goods, Parts, and/or Software, or any part thereof, in any way that differs from Buyer's intended use, or in any way contrary to Seller's specifications.

18. RETURNED GOODS: Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, cataloged Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. If the return is made without prior written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.
affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer’s identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller’s service providers shall only be granted to the extent service providers are providing goods and services on Seller’s and its affiliates and subsidiaries behalf.

26. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller’s scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer’s failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller’s performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller’s performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer’s building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

27. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party’s subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnifier’s own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party’s obligations herein shall be deemed waived.
RECEIVED
JUN 13 2019
LINN COUNTY
HUMAN RESOURCES

VACANCY FORM
SELECT ONE:
☐ NEW POSITION
☐ REPLACEMENT
REPLACES: 
☐ NEW JOB CLASSIFICATION
☐ EXISTING JOB CLASSIFICATION
JOB TITLE: Criminal Prosecutor III
SHIFT/HOURS: Mon-Fri 8:00 - 5:00
DEPARTMENT: Linn County Attorney's Office
NUMBER OF POSITIONS: 1
VACANCY DATE: ASAP
NEW POSITION FUNDING SOURCE(S):
Increase allowable FY20 budget to allow additional attorney. No FY 20 funding has been budgeted.

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☐ OTHER: Please see attached documentation

POST TO INSIDE: ☑ YES ☐ NO
ADVERTISE: ☑ YES ☐ NO
IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): 

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME # of hours/week ☐ TEMPORARY/SEASONAL
☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED
☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: 
DEPARTMENT HEAD (original signature required) 

UJ/7/19 
DATE 

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: STARTING SALARY:
HR DIRECTOR COMMENTS: personal budget ask outside normal budget process
FINANCE/BUDGET DIRECTOR COMMENTS: 
APPROVED BY: 
HUMAN RESOURCES DIRECTOR 
6/13/19 
DATE 
APPROVED BY: 
FINANCE/BUDGET DIRECTOR 
6/24/19 
DATE 
APPROVED BY: 
CHAIRPERSON/BOARD OF SUPERVISORS 
DATE
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.
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
AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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 warrants 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:

(1882276918)
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...
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:

(See 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 | 10 |
| Phase | Fifty-five percent (%) |
| Construction Phase | Thirty-five percent (%) |

Init.
§ 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

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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.)
Fifteen % 15

§ 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)
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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