LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Monday, November 23, 2020
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on actions related to the storm of August 10, 2020

Public hearing on a proposal to change the name of Squaw Creek Road, Squaw Ridge Road, Squaw Creek Circle, Squaw Lane and a portion of Cottage Grove Parkway.
- Squaw Creek Road to Wanatee Creek Road
- Squaw Creek Circle to Wanatee Creek Circle
- Squaw Lane to Wanatee Lane
- Squaw Ridge Rd between S 31st St and Lakeside Rd to S 22nd St so that S 22nd St continues from Hwy 100 to Lakeside Rd.
- Cottage Grove Pkwy between Lakeside Rd and Hwy 13 to Lakeside Rd. Lakeside Rd would continue all the way to Hwy 13.

Public Hearing and first consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 105, Article III, Electrical Installations.

Discuss a public hearing on the proposed Dows Farm Urban Revitalization Plan and consider setting dates for public hearing and consultation with affected taxing entities for the Dows Farm Urban Revitalization Area.

Discuss an amended professional services agreement with Reynolds Urban Design for Dows Farm Phase 3 Master Planning Implementation Services

Discuss and decide on contracts for the Linn County Courthouse County Attorney Office remodel project.

Discuss and decide on Change Order Number 3 from Garling Construction for the Mental Health Access Center project

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

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

Correspondence

Appointments

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

1) Conference call—telephone number 1-800-945-0974, access code 501116
2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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.
Linn County Ordinance # _________________________

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 105, ARTICLE III, ELECTRICAL INSTALLATIONS

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. Chapter 105 of the Linn County Code of Ordinances is hereby amended to read as follows:

Chapter 105 – BUILDINGS AND BUILDING REGULATIONS
ARTICLE III – ELECTRICAL INSTALLATIONS


Except as hereinafter amended, there is hereby adopted as the electrical code of the county that certain electrical code known as the ICC Electrical Code—Administrative Provisions, 2006 edition (ICCEC) as promulgated by the International Code Council including the referenced National Electrical Code, 2020 edition, (NEC) as prepared and edited by the National Fire Protection Association, which codes are hereby specifically incorporated by reference and shall be known as the county electrical code. The provisions of said electrical code shall control the installation, alterations, repairs, removals, renewals, replacements, connection, disconnection and maintenance of all electrical equipment within the unincorporated limits of the county. For the purpose of this chapter, the term “electrical equipment” means all materials, wiring, conductors, fittings, devices, appliances, luminaires, signs and apparatus or parts thereof comprising an electrical system.

(Ord. No. 2-3-2015, § 6.1, 3-25-2015)

Sec. 105-32. - Amendments to the International Code Council Electrical Code (ICCEC).

Certain sections and portions of sections of the ICC Electrical Code—Administrative Provisions, 2006 edition, are hereby amended, deleted, modified or added to as more specifically set forth in the following sections of this chapter.

(1) Title. Insert the following into ICCEC Section 101.1, Title: Linn County, Iowa
(2) Permit expiration. Add the following to ICCEC, Section 403.2, Expiration (second unnumbered paragraph):

   Every permit issued under the provisions of this code shall expire one year from the date of issue, unless the application is accompanied by a construction schedule of specific longer duration, in which instance the permit may be issued for the term of the construction schedule. If the work has not been completed and approved prior to the expiration date of the permit, the owner or the owner's agent shall pay a renewal fee as set by the fee schedule. No further work shall be done until such fee is paid and the permit renewed. Renewal of the permit shall be granted one time only for a period of one year beginning at the permit expiration date, provided no changes have been made in plans or location. The nominal permit renewal fee shall be set by resolution of the board of supervisors. Work not complete at the expiration of the renewal shall require a new permit with fees based on the valuation of all uncompleted work.

(3) Permit fees. Delete ICCEC Section 404.2, Schedule of Permit Fees, and add the following:

   404.2. Schedule of Permit Fees. A fee for each permit shall be paid in accordance with the fee schedule as set by resolution by the board of supervisors.

(4) Work commencing prior to permit issuance. Delete ICCEC Section 404.3, replace with the following:

   Section 404.3. Work Commencing Prior Permit Issuance. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, an investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code for the entire project commenced and shall not be limited to the amount of work completed prior to being informed of the permit requirements. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any additional penalties prescribed by law.

(5) Re-inspection fee. Add a new Section ICCEC 404.6:

   404.6. Re-inspection Fees. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

   The re-inspection fee shall be in accordance with the fee schedule as established by resolution by the board of supervisors.

(6) Penalties. Delete ICCEC Section 1003.1 and add the following:

   Section 1003.1. Penalties. Any person who fails to comply with the provisions of this code or who fails to carry out an order made pursuant to this code or violates any condition attached to a permit, approval or certificate shall be subject to enforcement and penalties in accordance with article II of chapter 1.

(7) Means of appeal. Delete ICCEC Chapter 11 in its entirety and add the following:


   Section 1101.1. Board of Appeals.

   In order to hear and decide appeals of order, decisions or determinations made by the building official relative to the applications and interpretations of this code, there shall be an electrical board of appeals consisting of five members, none of whom are employees of the county. One member shall be a licensed
electrical contractor; one member shall be a licensed electrician; one member shall
be a graduate electrical engineer; one member shall be a private citizen; and one
member shall be from a utility company furnishing electricity for residents of the
county, all of whom shall be residents of the county. The building official or the
building official’s duly authorized representative shall be an ex officio member
without vote and shall act as secretary of the board. Each appointment or new
appointment shall be for a term of three years, with the terms of not more than two
members to expire December 31 of any one year.

The electrical board of appeals shall be appointed by the board of
supervisors, and shall serve without compensation, except mileage. The board
shall adopt reasonable rules and regulations for conducting its investigations and
shall render all decisions and findings in writing to the building official for
appropriate distribution and filing.

The electrical board of appeals shall make recommendations from time to
time to the board of supervisors for appropriate legislation with respect to the
electrical regulations.

Section 1101.2 Limitations on Authority. An application for appeal shall be
based on a claim that the true intent of this code or the rules legally adopted
thereunder have been incorrectly interpreted, the provisions of this code do not
fully apply, or an at least equivalent method of protection or safety is proposed.
The board shall have no authority to waive the requirements of this code.

Section 1101.3 Appeal Fee. A nominal fee for an appeal to the electrical board
of appeals shall be in accordance with the electrical permit and inspection fee
schedule as established by resolution by the board of supervisors.

(Ord. No. 2-3-2015, § 6.2, 3-25-2015)

Sec. 105-33.Amendments to the National Electrical Code (NEC).

Certain sections and portions of sections of the National Electrical Code, 2020 edition are hereby
amended, deleted, modified or added to as more specifically set forth in the following sections of this
chapter.

(1) Ground-fault circuit-interupter for personnel. Delete the first sentence of section 210.8(A) and
insert in lieu thereof the following sentence:

All 125-volt receptacles installed in locations specified in 210.8(A)(1)
through210.8(A)(11) shall have ground-fault circuit-interupter protection for personnel.

(2) Service masts as supports. Delete section 230.28(A) and insert in lieu thereof the following new
section:

Section 230.28(A). Where a service mast is used for the support of service drop
conductors, the service raceway shall be a minimum of two-inch rigid galvanized steel
conduit and possess the ability to withstand safely the strain imposed by the service-drop
or overhead service conductors. Hubs intended for use with a conduit that serves as a
service mast shall be identified for use with service-entrance equipment

(3) Delete section 334.10 and insert in lieu thereof the following new section:

Section 334.10. Uses permitted. Type NM and type NMC cables shall be permitted to
be used in the following, except as prohibited in 334.12.
(1) One and two family dwellings
(2) Multi-family dwelling structures containing not more than twelve dwelling units, except as prohibited in 334.12. For the purpose of this section, multi-family dwelling structures are buildings that contain only dwellings and no other uses.
(3) Structures and uses, accessory to dwelling units of numbers (1) and (2) above.

(4) Add the following to section 334.12(A)
(11) For commercial, educational, ceremonial or public uses.
(12) Uses not specified in 334.10


Sec. 105-34. - Limitations of regulations.

The provisions of I.C.A. § 331.304 provide exemptions from the application of electrical regulations.

Sec. 105-35. - Licensing.

(1) State electrical licensing. Electrical licensure shall be in accordance with I.C.A. Ch. 103.

(a) No person shall perform electrical work as regulated by these the county electrical regulations, unless said person holds a current state "A" master or "A" journeyman license, a state residential electrician license, or a state apprentice license as provided in section 105-35 and a permit has been obtained for the work.

   Exception: Anyone who was licensed to perform electrical work in the county prior to December 31, 2007 and carries a state "B" master or "B" journeyman license shall continue to be qualified to work in the county as required by I.C.A. § 103.29-4.

(b) Contractor's license required. No person shall engage in the business of contracting, planning or supervising electrical work as regulated by these electrical regulations within the jurisdiction of the county, unless such person is allowed under the provisions of I.C.A. Ch. 103, employs a state "A" master electrician, and has obtained a permit therefor from the building official according to the provisions of these electrical regulations.

   Exception: A contractor who was licensed to perform electrical work in the county prior to December 31, 2007 and carries a state contractor's license shall continue to be qualified to work in the county.

(Ord. No. 2-3-2015, § 6.5, 3-25-2015)

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect January 1, 2021 after its final passage, approval and publication as provided by law.
Public hearing and first consideration on the 23rd day of November, 2020
Second consideration on the 25th day of November, 2020
Third and final passage on the 2nd day of December, 2020.
Published in the Gazette on the _____ day of December, 2020.

LINN COUNTY BOARD OF SUPERVISORS

___________________________________________________________
Chairperson

___________________________________________________________
Supervisor

___________________________________________________________
Supervisor

ATTEST:

___________________________________________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA )
 )SS
COUNTY OF LINN )

I, _________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on __________________________, 2020 and published as provided by law on __________________________, 2020.

___________________________________________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of ____________, 2020.

___________________________________________________________
Notary Public, State of Iowa
AGREEMENT made as of the «20th» day of «August» in the year «2020»

AMENDMENT made as of the «25th» day of «November» in the year «2020»

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

BETWEEN the Architect’s client identified as the Owner: URBAN DESIGNER REFERRED TO IN THIS DOCUMENT AS ARCHITECT

(Name, legal status, address and other information)

«Linn County, Iowa»

and the Architect:

(Name, legal status, address and other information)

«Dennis Reynolds ASLA, Owner, »« »
«Reynolds Urban Design»
«2021 Broadway Street»
«Marine On St Croix, MN  55047»

for the following Project:

(Name, location and detailed description)

«Phase 3 – Master Planning Implementation Services including: Legal consultations for development agreement between the County and the selected Developer. Recommendations in response to Secondary Road Department memo, concerning design of street system including access locations, street sections and associated traffic controls. Consulting services to facilitate the selection of a developer and assist the County in managing implementation issues in regard to the Master Plan and Governing Plan.

The Owner and Architect agree as follows.

See attached Phase 3 – Master Planning Implementation Services, Linn County Economic Development Urban Renewal Area Scope of Work
§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as 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, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner’s anticipated dates for commencement of planning and design services and Substantial Completion of the Work are set forth below:

.1 Commencement of planning and design services date:

  «July 1, 2020 »

.2 Substantial Completion date:

  «June 30, 2021 »

§ 1.3 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.
ARTICLE 2 ARCHITECT’S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)
.1 General Liability
   «$1,000,000 (Personal umbrella policy) »
.2 Automobile Liability
   «N/A »
.3 Workers’ Compensation
   « N/A »
.4 Professional Liability
   « N/A »

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in Article 3. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 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 the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. 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.

§ 3.1.3 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. The schedule initially shall include anticipated dates for the commencement and Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. 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.
§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

ARTICLE 4 ADDITIONAL SERVICES
§ 4.1 Additional Services: See attached Phase 3 – Master Planning Implementation Services, Linn County Economic Development Urban Renewal Area Scope of Work

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

2. Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

5. Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;

6. Preparation for, and attendance at, a public presentation, meeting or hearing; other than noted in attached Concept Planning Services, Linn County Economic Development Urban Renewal Area Scope of Work

7. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

§ 4.3.4 If the services covered by this Agreement have not been completed within «eleven» («11») 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.

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. 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.

§ 5.2 The Owner shall establish and periodically update 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. 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 identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 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 furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect’s consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect’s services.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.3 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 author 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.
ARTICLE 8  CLAIMS AND DISPUTES
§ 8.1 GENERAL
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 A201–2007, General Conditions of the Contract for Construction. 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 9.7.

§ 8.2 MEDIATION
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution upon mutual agreement. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

_The Owner and Architect agree the dispute will be resolved in the Iowa District Court in and for Linn County._

§ 8.3 ARBITRATION
§ 8.3.1 – 8.3.3 RESERVED

§ 8.3.4 CONSOLIDATION OR JOINDER
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration,
provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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 Architect shall be paid 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 or terminates 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, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 A201–2007, General Conditions of the Contract for Construction.

§ 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.
§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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 Unless otherwise required in this Agreement, 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. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION (AMENDED)
§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« $55,000 including reimbursable expenses»

§ 11.2 For Additional Services designated 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.)

«At billing rates to be determined and agreed to by both parties »

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
All taxes levied on professional services and on reimbursable expenses;
Site office expenses; and
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 «zero » percent ( «0 » %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.2 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 «sixty » ( «60 » ) 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.)

«4 » % «four »

§ 11.10.3 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.

§ 11.10.4 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 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 Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

«N/A »

3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

«Exhibit A: Phase 3 – Master Planning Implementation Services, Linn County Economic Development Urban Renewal Area Agreement »
This Agreement entered into as of the day and year first written above.

**OWNER**

(Signature)

«Linn County, Iowa »

«Ben Rogers, Chair »

(Printed name and title)

**ARCHITECT**

(Signature)

«Dennis Reynolds »

«Owner, Reynolds Urban Design »

(Printed name and title)
Dows Farm Development Project
Exhibit A
Phase 3 – Master Planning Implementation Services
August 20, 2020
Amended November 25, 2020

Consulting team
- Reynolds Urban Design: PROJECT MANAGEMENT, URBAN DESIGN
- ISG: TRANSPORTATION PLANNING
- Conveyance Law: DEVELOPMENT AGREEMENT CONSULTATIONS

Introduction
Phase 3 Master Planning Implementation Services will provide additional project management, urban design, transportation planning and legal consultations as the County implements the master plan with a selected developer. These services are based on the recommendations and knowledge accumulated through Phase 1 and 2 of the Master Planning process.

Specific Phase 3 Services (AMENDED)

Project Management and Urban Design. Provide consulting services to help facilitate the selection of a developer and assist the County in managing implementations issues in regard to the Master Plan and Governing Plan.

Transportation Planning. Recommendations to address Linn County Secondary Road Department and City of Cedar Rapids concerning design of street system including access locations, street sections and associated traffic controls.

Development Agreement Consultations. Provide legal consultations for a development agreement between Linn County and the selected developer so that development occurs in accordance with the approved governing plan documents while achieving the overall goals of the County. Additional legal services may include those associated with the farm operation and management as part of the development project.
## Change Order

**PROJECT:** (Name and address)  
Linn County MHAC  
501 13th Street, NW

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: 2.12.2020

**CHANGE ORDER INFORMATION:**  
Change Order Number: 003  
Date: 11.9.2020

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

**ARCHITECT:** (Name and address)  
Design Dynamics, Inc.  
119 14th Street, SE  
Cedar Rapids, Iowa 52403

**CONTRACTOR:** (Name and address)  
Garling Construction, Inc.  
1120 11th Street  
Belle Plaine, Iowa 52208

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### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Change Order 3 Breakdown Sheet

The original Contract Sum was $1,910,000.00  
The net change by previously authorized Change Orders $72,805.49  
The Contract Sum prior to this Change Order was $1,982,805.49  
The Contract Sum will be increased by this Change Order in the amount of $50,749.12  
The new Contract Sum including this Change Order will be $2,033,554.61

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be No change

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

**ARCHITECT** (Firm name)  
Design Dynamics, Inc.  
Signature  
Robert W. Peck, President

**CONTRACTOR** (Firm name)  
Garling Construction, Inc.  
Signature  
Troy Pins, President

**OWNER** (Firm name)  
Linn County Board of Supervisors  
Signature

**PRINTED NAME AND TITLE**  
11.10.2020  
DATE

**PRINTED NAME AND TITLE**  
11-9-20  
DATE