

**BOARD OF SUPERVISORS**District 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Wednesday, May 11, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

**Consent Agenda**

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

**Reports**

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of April, 2022.

**Resolutions**

Resolution authorizing a Public Notice to All Linn County Property Owners and Managers Weeds Notice regarding Destruction and control of noxious weeds in Linn County, pursuant to the provisions of Title VIII Chapter 317.4 Subsection 2, Iowa Code.

**Contract and Agreements**

Approve and authorize Chair to sign a purchase, sale and development agreement with Ahmann Companies (Dows Agri Community Development LLC) for the Dows Farm development.

Approve and authorize Chair to sign a proposal from Stanley Consultants offering review assistance for utility-scale solar project application submittals.

Approve and authorize Chair to sign Fiscal Year 2022 (IDOT) Iowa Department of Transportation Secondary Road Budget Version 1

Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for card access and door controls in the amount of \$9,845 at the following locations: Community Services Building, Correction Center, Court House, Election Depot, Fillmore, Juvenile Justice Center, Public Health, Public Service Center, and the Sheriff's Office effective July 1, 2022 through June 30, 2023

Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for the card access and door controls in the amount of \$7274 for the Dr. Percy and Lileah Harris building effective July 1, 2022 through June 30, 2023

Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for the card access and door controls in the amount of \$15,558 for the Juvenile Detention Center effective July 1, 2022 through June 30, 2023

Approve and authorize Chair to sign FY23 Decat Contract # DCAT4-18-016 Decat Management and Fiscal Services Contract, 5th Amendment and Renewal, in the amount of \$98,824 between the Linn County Board of Supervisors and the Department of Human Services.

Approve and authorize Chair to sign FY23 Decat Contract # DCAT4-22-017 Linn County Community for Change Equity Team, 1st Amendment and Renewal, in the amount of \$1,000 between the Linn County Board of Supervisors and the Department of Human Services.

Award bid and approve purchase order PO291 for a culvert to Metal Culverts Inc. in the amount of \$14,577.00 for the Secondary Road Department

### **Licenses & Permits**

Approve Application for Display Fireworks Permit for Jeff Squires for a display at 4250 N. Center Point Rd. on June 4, 2022 (Rain date June 5, 2022).

## **Regular Agenda**

### **Discuss and Decide on Consent Agenda**

#### **Minutes**

Discuss and decide on meeting minutes.

#### **Claims**

Discuss and decide on claims.

Third and final consideration of an Ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 10, Article III Relating to Air Quality

Discuss and decide on a Resolution Awarding Contract for the Priority #3 Linn County Facilities Derecho Repairs 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.

### **Board Member Reports**

#### **Legislative Update**

Discuss and decide on action related to proposed legislation

#### **Correspondence**

#### **Appointments**

#### **Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at [bd-supervisors@linncountyiowa.gov](mailto:bd-supervisors@linncountyiowa.gov).

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR  
RECEIPTS AND DISBURSEMENTS  
MONTH OF APRIL 2022

RECEIVED

| FUND              | RECEIPTS        |           | DISBURSEMENTS   |           | 2022 MAY -5 AM 11:39 |                 |
|-------------------|-----------------|-----------|-----------------|-----------|----------------------|-----------------|
|                   | CASH BOOK       | TRANSFERS | TREAS CKS.      | TRANSFERS | PREVIOUS BAL.        | GRAND TOTAL     |
|                   |                 |           |                 |           | LIHN COUNTY AUDITOR  |                 |
| AUTO LICENSE      | \$ 3,533,445.10 |           | \$ 4,091,582.50 |           | \$ 4,091,582.50      | \$ 3,533,445.10 |
| USE TAX           | \$ 2,827,615.86 |           | \$ 2,546,891.45 |           | \$ 2,546,891.45      | \$ 2,827,615.86 |
| SURCHARGE         | \$ 26,910.00    |           | \$ 26,880.00    |           | \$ 26,880.00         | \$ 26,910.00    |
| AMATEUR RADIO     | \$ 75.00        |           | \$ 125.00       |           | \$ 125.00            | \$ 75.00        |
| BLACK OUT         | \$ 48,454.00    |           | \$ 54,000.00    |           | \$ 54,000.00         | \$ 48,454.00    |
| BREAST CANCER     | \$ 205.00       |           | \$ 125.00       |           | \$ 125.00            | \$ 205.00       |
| BRONZE STAR       | \$ 30.00        |           | \$ 20.00        |           | \$ 20.00             | \$ 30.00        |
| CATTLEMAN         | \$ 75.00        |           | \$ 255.00       |           | \$ 255.00            | \$ 75.00        |
| CHOOSE LIFE       | \$ 20.00        |           | \$ 30.00        |           | \$ 30.00             | \$ 20.00        |
| ISU               | \$ 350.00       |           | \$ 356.00       |           | \$ 356.00            | \$ 350.00       |
| U OF I            | \$ 1,088.00     |           | \$ 1,523.00     |           | \$ 1,523.00          | \$ 1,088.00     |
| UNI               | \$ 75.00        |           | \$ 160.00       |           | \$ 160.00            | \$ 75.00        |
| OTHER COLLEGE PL  | \$ 175.00       |           | \$ 299.00       |           | \$ 299.00            | \$ 175.00       |
| PERS PLATE        | \$ 2,199.00     |           | \$ 2,449.00     |           | \$ 2,449.00          | \$ 2,199.00     |
| DECAL             | \$ 5.00         |           | \$ -            |           | \$ -                 | \$ 5.00         |
| DUCKS UNLTD       | \$ 30.00        |           | \$ 35.00        |           | \$ 35.00             | \$ 30.00        |
| EDUCATION         | \$ -            |           | \$ 10.00        |           | \$ 10.00             | \$ -            |
| EMS               | \$ -            |           | \$ 25.00        |           | \$ 25.00             | \$ -            |
| EV/PHEV           | \$ 7,653.61     |           | \$ 8,030.42     |           | \$ 8,030.42          | \$ 7,653.61     |
| FALLEN OFFICER    | \$ 180.00       |           | \$ 160.00       |           | \$ 160.00            | \$ 180.00       |
| FIREFIGHTER       | \$ 100.00       |           | \$ 100.00       |           | \$ 100.00            | \$ 100.00       |
| FLY OUR COLORS    | \$ 401.00       |           | \$ 635.00       |           | \$ 635.00            | \$ 401.00       |
| GOD BLESS         | \$ 50.00        |           | \$ 107.00       |           | \$ 107.00            | \$ 50.00        |
| GOLD STAR FAMILY  | \$ -            |           | \$ -            |           | \$ -                 | \$ -            |
| HERITAGE          | \$ -            |           | \$ 20.00        |           | \$ 20.00             | \$ -            |
| IOWA AG LITERACY  | \$ 30.00        |           | \$ -            |           | \$ -                 | \$ 30.00        |
| LEGION OF MERIT   | \$ -            |           | \$ -            |           | \$ -                 | \$ -            |
| LOVE R KIDS       | \$ 50.00        |           | \$ 55.00        |           | \$ 55.00             | \$ 50.00        |
| MCYCLE RIDER      | \$ 15.00        |           | \$ 15.00        |           | \$ 15.00             | \$ 15.00        |
| NAT'L GUARD       | \$ 5.00         |           | \$ -            |           | \$ -                 | \$ 5.00         |
| DNR               | \$ 3,545.00     |           | \$ 4,455.00     |           | \$ 4,455.00          | \$ 3,545.00     |
| ORGAN DONOR       | \$ 45.00        |           | \$ 65.00        |           | \$ 65.00             | \$ 45.00        |
| PEARL HARBOR      | \$ -            |           | \$ -            |           | \$ -                 | \$ -            |
| POW               | \$ -            |           | \$ -            |           | \$ -                 | \$ -            |
| PROFESSIONAL FIRE | \$ 10.00        |           | \$ 10.00        |           | \$ 10.00             | \$ 10.00        |

|                  |                 |      |                 |      |                 |                 |
|------------------|-----------------|------|-----------------|------|-----------------|-----------------|
| PURPLE HEART     | \$ 5.00         |      | \$ 30.00        |      | \$ 30.00        | \$ 5.00         |
| PWD              | \$ -            |      | \$ -            |      | \$ -            | \$ -            |
| USAF AIRFORCE    | \$ 20.00        |      | \$ 35.00        |      | \$ 35.00        | \$ 20.00        |
| USAF ARMY        | \$ 35.00        |      | \$ 20.00        |      | \$ 20.00        | \$ 35.00        |
| USAF COAST GUARD | \$ -            |      | \$ -            |      | \$ -            | \$ -            |
| USAF MARINES     | \$ 10.00        |      | \$ 10.00        |      | \$ 10.00        | \$ 10.00        |
| USAF NAVY        | \$ 15.00        |      | \$ 35.00        |      | \$ 35.00        | \$ 15.00        |
| SHARE THE ROAD   | \$ 95.00        |      | \$ 55.00        |      | \$ 55.00        | \$ 95.00        |
| SHRINERS         | \$ 5.00         |      | \$ 8.00         |      | \$ 8.00         | \$ 5.00         |
| SILVER STAR      | \$ 25.00        |      | \$ 20.00        |      | \$ 20.00        | \$ 25.00        |
| VETERANS         | \$ 235.00       |      | \$ 605.00       |      | \$ 605.00       | \$ 235.00       |
| VETS CROSS/MEDAL | \$ -            |      | \$ -            |      | \$ -            | \$ -            |
| ANATOMICAL FEES  | \$ 527.40       |      | \$ 526.49       |      | \$ 526.49       | \$ 527.40       |
| ADMIN FEES       | \$ -            |      | \$ 15.00        |      | \$ 15.00        | \$ -            |
| MAIL PROCESSING  | \$ 21,054.50    |      | \$ 22,943.50    |      | \$ 22,943.50    | \$ 21,054.50    |
| NSF FEES         | \$ 348.00       |      | \$ 483.00       |      | \$ 483.00       | \$ 348.00       |
| AUTO TRANSFERS   |                 |      |                 |      | \$ (131,000.00) | \$ (131,000.00) |
| TOTAL            | \$ 6,475,211.47 | \$ - | \$ 6,763,204.36 | \$ - | \$ 6,632,204.36 | \$ 6,344,211.47 |

LINN COUNTY TREASURER



RECEIVED

2022 MAY -5 AM 11:39

LINN COUNTY AUDITOR



**PUBLIC NOTICE**  
**TO ALL LINN COUNTY PROPERTY OWNERS**  
**DESTRUCTION AND CONTROL OF NOXIOUS WEEDS**

**RESOLUTION 2022**  
**NOTICE TO ALL PROPERTY OWNERS AND MANAGERS WEED NOTICE!**

Pursuant to the provisions of Title VIII Chapter 317.4 Subsection 2, Iowa Code, which can be found online at: <https://www.legis.iowa.gov/law/iowaCode> and Iowa Administrative Code (otherwise referred to as Iowa Administrative Rules) Agriculture and Land Stewardship Chapter 58 Noxious Weeds, it is hereby resolved by the Linn County Board of Supervisors and ordered by the Linn County Weed Commissioner acting on behalf of the Linn County Board of Supervisors:

That between May \_\_, 2022 to October 1, 2022 each owner and each person in the possession or control of lands in Linn County including both incorporated and unincorporated shall: eradicate all Class A noxious weeds listed in Iowa Administrative Rules 21-58.4(317); and control all Class B noxious weeds thereon, at such time in each year and in such manner as shall prevent said weeds from blooming or coming to maturity.

**Class A Noxious Weeds for Eradication:** Palmer Amaranth (*Amaranthus palmeri*)

**Class B Noxious Weeds for Control:**

- a. Canada Thistle (*Cirsium arvense*)
- b. Teasel (*Dipsacus spp.*) biennial
- c. Leafy Spurge (*Euphorbia esula*)
- d. Bull Thistle (*Cirsium vulgare*)
- e. Multiflora Rose (*Rosa multiflora*)
- f. European Morning Glory or Field Bindweed (*Convolvulus arvensis*)
- g. All other species of thistles belonging in the Genus of *Carduus*

That the Linn County Road Department shall control noxious weed infestations and other vegetation deemed appropriate for control growing in county road rights of way for the purposes of maintaining public health, preventing economic loss, or affecting safe travel. Methods for eradication/control and/or prevention of seed production will be performed in a manner consistent with the county's integrated roadside vegetation management plan.

That it is recommended noxious weeds be cut, burned or otherwise controlled or destroyed on or before **June 1<sup>st</sup>, 2022**, so as to prevent the production of seed by all varieties of listed Noxious weeds. This includes noxious weeds on all lands within the limits of the County regardless of jurisdiction. Control or elimination measures associated with Class A and B Noxious Weeds located

on lands enrolled in the Conservation Reserve Program (CRP) will comply with the Conservation Reserve Program contract requirements for that land.

That persons not in compliance with Iowa's Weed Law, Code of Iowa Chapter 317 Noxious Weeds, and Iowa Administrative Rules Agriculture and Land Stewardship Chapter 58 Noxious Weeds will be notified to use appropriate methods to eradicate or control the weed problem. Failure to do so can incur penalties including, but not limited to, daily fines for non-compliance, and the Weed Commissioner or Deputies entering upon the land to control the weed problem, with all costs, including fines and administrative costs, levied against the landowner. Iowa law provides these assessments can be attached to the real estate tax of the land for collection. Weed eradication/control will still be required to be implemented in all cases where penalties are assessed.

More information regarding Linn County's weed control program can be found under the Soil Conservation section at [www.linncounty.org](http://www.linncounty.org) or by contacting Linn County Weed Commissioner: Jonathan Gallagher at 319-377-5960 Ext. 3.

Dated this 11<sup>th</sup> day of May, 2022.

LINN COUNTY BOARD OF SUPERVISORS

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Ben Rogers  
Chairperson

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Louis J Zumbach  
Vice Chair

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Stacey Walker  
Supervisor

ATTEST:

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JOEL D. MILLER, Linn County Auditor



April 29, 2022

Charlie Nichols  
Planning Director  
Linn County  
935 2nd Street SW  
Cedar Rapids, IA 52404

**SUBJECT: Duane Arnold I and Duane Arnold II Solar Development Submittals Review**

Dear Charlie:

**Scope of Services**

Stanley Consultants is pleased to present the following cost estimate for the review of the submittals requested below from the developer pursuing the development of a utility scale solar development within Linn County. This cost estimate includes only the submittals review listed below for the Duane Arnold Solar I and Duane Arnold Solar II projects. Stanley will review these studies for completeness, an adherence to industry standards for typical studies and review the conclusions of these studies are logical and based on supporting documentation within the provided reports.

**Schedule**

Stanley Consultants can begin review immediately upon receipt of the notice to proceed. Review of the Duane Arnold Solar Projects application documents will be completed within 10 business days following receipt of all required information.

**Estimated Costs**

| Item                 | Duane Arnold I & II Sites |
|----------------------|---------------------------|
| Decommissioning Plan | \$3,700                   |
| Glare Study*         | \$3,100                   |
| Sound Study*         | \$3,300                   |
| <b>Total</b>         | <b>\$10,100</b>           |

\*work being performed by a subconsultant to Stanley Consultants.

We propose to complete this work on a time & material basis not to exceed \$10,100 in accordance with our Standard Terms and Conditions (attached). Please sign below if you would like us to proceed with this work. If you issue a purchase order, please reference this letter and its terms. Any terms and conditions printed on your purchase order will not apply to this contract.

We appreciate the opportunity to continue to provide you with these services for this new project in Linn County. Please contact me at 319/259.6603 if you have questions or need additional information.



Charlie Nichols  
April 29, 2022

Sincerely,

Melissa Edsill Tiedemann, AICP  
Business Development Manager  
Stanley Consultants, Inc.

Attachments: Standard Terms & Conditions

Authorization-to-Proceed

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Name



## Standard Terms and Conditions

### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which

are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each



## Standard Terms and Conditions

party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential" or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order.

### 4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by Iowa law, excluding its choice of law rules.

### 4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable

expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

### 4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's



## Standard Terms and Conditions

services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

**4.12 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$50,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF ITS PERFORMANCE ON THIS PROJECT.

**BY ENTERING INTO THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION**

**OF LIABILITY CLAUSE HAS BEEN REVIEWED, UNDERSTOOD, IS A MATERIAL PART OF THIS AGREEMENT, AND EACH PARTY HAS HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THIS PROVISION.**

**4.13 Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 INSURANCE.** CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of \$1,000,000 per accident.

(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than \$1,000,000 for each occurrence and aggregate.

(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of \$1,000,000.

(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of \$1,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.

(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than \$1,000,000 per occurrence.

**4.15 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

**4.16 Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war.



CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

**4.17 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**4.18 PREEXISTING CONDITIONS.** CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

Iowa Department of Transportation  
**SECONDARY ROADS BUDGET**

County: **Linn County**  
Fiscal Year: **2022**  
Version: **1**

**COUNTY CERTIFICATION**

This Secondary Road Budget was adopted by the Board of Supervisors on \_\_\_\_\_

Date

**ATTESTED**

County Auditor



Date

5/6/2022

County Engineer

Date

Chairperson, Board of Supervisors

Date

**IOWA DOT BUDGET APPROVALS**

Recommended Approval: \_\_\_\_\_

OLS Reviewer

Date

Approval: \_\_\_\_\_

Director of Local Systems

Date

## SECONDARY ROADS BUDGET

|                                                                                                                               |                                                                                                                       | Actual Receipts Prior Years |                       | Estimated Receipts |                 |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------|--------------------|-----------------|
|                                                                                                                               |                                                                                                                       | 2 <sup>nd</sup> Prior       | 1 <sup>st</sup> Prior | Current            | Next            |
|                                                                                                                               |                                                                                                                       | FY 2019                     | FY 2020               | FY 2021            | FY 2022         |
| 1. County Auditor's Beginning Balance                                                                                         |                                                                                                                       | \$3,866,777.45              | \$2,280,739.29        | \$4,407,975.93     | \$7,371,469.42  |
| Receipts from Property Tax Levies                                                                                             | <b>3.00375</b> Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375) | \$6,438,027.00              | \$6,692,089.00        | \$6,986,961.00     | \$7,168,461.00  |
|                                                                                                                               | <b>0.16875</b> Dollars on all taxable property in the county. (Max. \$0.16875)                                        |                             |                       |                    |                 |
| 2A. Local Option Sales Tax                                                                                                    |                                                                                                                       | \$0.00                      | \$0.00                | \$0.00             | \$0.00          |
| 3. Regular Road Use Tax Received                                                                                              | (Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)                                      | \$6,394,421.33              | \$6,496,609.29        | \$7,300,785.41     | \$6,382,804.00  |
| 3b. Amount for 306.4(a3)                                                                                                      | (Senate File 451 - FM Ext. in City <=500)                                                                             | \$8,229.81                  | \$8,188.56            | \$9,534.28         | \$8,154.27      |
| 3c. Time 21                                                                                                                   |                                                                                                                       | \$923,778.62                | \$839,185.71          | \$1,049,027.72     | \$832,508.00    |
| 4. RISE Funds                                                                                                                 |                                                                                                                       | \$434,579.43                | \$493,712.15          | \$44,634.00        | \$0.00          |
| 5. FA Bridge Replacement Funds                                                                                                |                                                                                                                       | \$0.00                      | \$0.00                | \$0.00             | \$0.00          |
| 5a. SWAP Bridge Replacement Funds                                                                                             |                                                                                                                       | \$0.00                      | \$0.00                | \$0.00             | \$0.00          |
| 6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)                                                     |                                                                                                                       | \$0.00                      | \$0.00                | \$0.00             | \$0.00          |
| 7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)                                                          |                                                                                                                       | \$61,907.00                 | \$7,925.99            | \$9,001.57         | \$9,000.00      |
| 8. Miscellaneous Receipts<br><br><i>Donations, sale of used materials, Special Assessments, etc<br/>Itemized for 2022</i>     | licensesAndPermits                                                                                                    | \$79,123.00                 | \$76,920.00           | \$85,110.00        | \$81,500.00     |
|                                                                                                                               | oldEquipment                                                                                                          | \$15,729.00                 | \$84,594.50           | \$23,983.00        | \$53,000.00     |
|                                                                                                                               | PRIOR YEAR - DIVIDENDS                                                                                                |                             | \$5,780.60            | \$8,828.64         | \$9,000.00      |
|                                                                                                                               | PRIOR YEAR - PROPERTY DAMAGE RESTITUTION                                                                              | \$475.00                    | \$1,506.08            | \$100.00           | \$3,615.00      |
|                                                                                                                               | specialAssessments                                                                                                    | \$1,072.00                  | \$1,064.00            | \$32,853.60        | \$84,098.90     |
|                                                                                                                               | All Other                                                                                                             | \$47,973.08                 | \$468,992.71          | \$563,621.95       | \$6,000.00      |
| 9. Total Miscellaneous Receipts                                                                                               |                                                                                                                       | \$144,372.08                | \$638,857.89          | \$714,497.19       | \$237,213.90    |
| 10. TOTAL RECEIPTS                                                                                                            |                                                                                                                       | \$18,272,092.72             | \$17,457,307.88       | \$20,522,417.10    | \$22,009,610.59 |
| 11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction. |                                                                                                                       | 0                           | 0                     | \$0.00             | \$0.00          |

## SECONDARY ROADS BUDGET

|                                                                                                                                               | Actual Expenditures Prior Years |                        | Estimated Expenditures |                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------|------------------------|------------------------|
|                                                                                                                                               | Prior 2                         | Prior 1                | Current                | Next                   |
|                                                                                                                                               | FY 2019                         | FY 2020                | FY 2021                | FY 2022                |
| <b>70X * Administration and Engineering</b>                                                                                                   |                                 |                        |                        |                        |
| 700 Administration Expenditures                                                                                                               | \$369,555.30                    | \$665,755.52           | \$734,441.42           | \$722,903.00           |
| 701 Engineering Expenditures                                                                                                                  | \$873,533.00                    | \$811,451.07           | \$1,001,465.17         | \$1,070,740.00         |
| <b>TOTAL ADMINISTRATION AND ENGINEERING</b>                                                                                                   | <b>\$1,243,088.30</b>           | <b>\$1,477,206.59</b>  | <b>\$1,735,906.59</b>  | <b>\$1,793,643.00</b>  |
| <b>020* Construction</b>                                                                                                                      |                                 |                        |                        |                        |
| Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads<br>(With other than FM funds ---See Accomplishment Year projects) | \$4,342,893.62                  | \$584,310.86           | \$154,144.53           | \$3,418,900.00         |
| <b>71X* Roadway Maintenance</b>                                                                                                               |                                 |                        |                        |                        |
| 710 Bridges and Culverts (420, 430)                                                                                                           | \$174,855.20                    | \$162,561.01           | \$200,358.78           | \$966,553.00           |
| 711 Roads (4250, 460, 480)                                                                                                                    | \$5,167,283.27                  | \$6,196,654.18         | \$6,610,509.20         | \$6,824,451.00         |
| 712 Snow and Ice Control (520)                                                                                                                | \$954,680.36                    | \$612,518.02           | \$900,507.53           | \$675,742.00           |
| 713 Traffic Controls (590)                                                                                                                    | \$365,849.91                    | \$306,032.56           | \$711,788.30           | \$516,127.00           |
| 714 Road Clearing (490)                                                                                                                       | \$303,403.25                    | \$470,709.39           | \$343,604.05           | \$617,835.00           |
| <b>TOTAL ROADWAY MAINTENANCE</b>                                                                                                              | <b>\$6,966,071.99</b>           | <b>\$7,748,475.16</b>  | <b>\$8,766,767.86</b>  | <b>\$9,600,708.00</b>  |
| <b>72X * General Roadway</b>                                                                                                                  |                                 |                        |                        |                        |
| 720 New Equipment (610)                                                                                                                       | \$1,297,765.28                  | \$1,351,376.98         | \$581,589.60           | \$1,931,718.00         |
| 721 Equipment Operations (620, 630, 650)                                                                                                      | \$2,043,782.07                  | \$1,809,623.79         | \$1,826,523.00         | \$2,400,500.00         |
| 722 Tools, Materials and Supplies (655, 660, 670, 680, 690)                                                                                   | \$40,149.08                     | \$37,920.15            | \$21,821.54            | \$56,650.00            |
| 723 Real Estate and Buildings (800)                                                                                                           | \$57,603.09                     | \$40,418.42            | \$64,194.56            | \$2,980.00             |
| <b>TOTAL GENERAL ROADWAY</b>                                                                                                                  | <b>\$3,439,299.52</b>           | <b>\$3,239,339.34</b>  | <b>\$2,494,128.70</b>  | <b>\$4,391,848.00</b>  |
| <b>TOTAL EXPENDITURES (70X + 020 + 71X + 72X)</b>                                                                                             | <b>\$15,991,353.43</b>          | <b>\$13,049,331.95</b> | <b>\$13,150,947.68</b> | <b>\$19,205,099.00</b> |
| County Auditor's balance at end of fiscal year                                                                                                | \$2,280,739.29                  | \$4,407,975.93         | \$7,371,469.42         | \$2,804,511.59         |
| <b>TOTAL</b> (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]                                                     | <b>\$18,272,092.72</b>          | <b>\$17,457,307.88</b> | <b>\$20,522,417.10</b> | <b>\$22,009,610.59</b> |



## **SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR Linn County Facilities**



**April 28, 2022**





## **Sustainable Workplace Solutions For Linn County Facilities**

### **Table of Contents**

#### **Systems and Services**

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

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

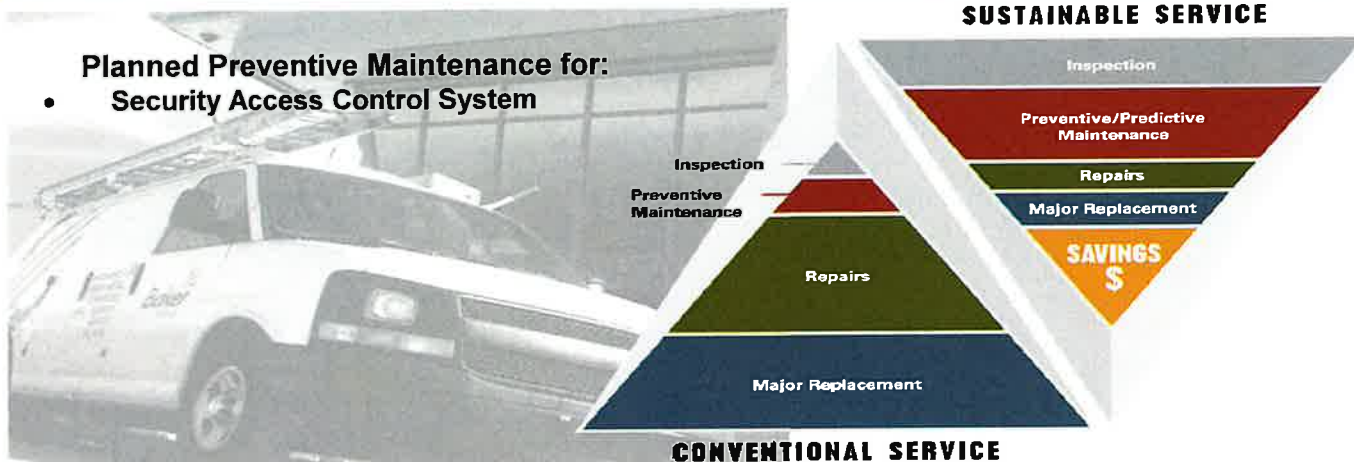


## Sustainable Workplace Solutions For Linn County Facilities

### Services

#### Planned Preventive Maintenance for:

- Security Access Control System



Date: April 28, 2022

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

This agreement will be in effect from July 1, 2022 through June 30, 2023 (initial term). The agreement price is **\$9,845.00** for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

#### ACCEPTANCE OF AGREEMENT

Client

**Linn County Facilities**

**BAKER GROUP**

By \_\_\_\_\_  
Authorized Client Representative

By \_\_\_\_\_  
Baker Group Representative

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## **Sustainable Workplace Solutions For Linn County Facilities**

Baker Group will provide maintenance for the systems described below:

### **▪ SCHEDULE ONE - COVERED EQUIPMENT**

#### **Sustainable Workplace Solutions**

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

#### **Preventive Maintenance**

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

#### **Administration and Reporting**

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

#### **Preferred Client Rates**

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

#### **Emergency Service**

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

#### **Commitment to Service Excellence**

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





## Sustainable Workplace Solutions For Linn County Facilities

### Security System Scope

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

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

#### Security Support Services

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

- |                                                                       |                                                                           |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Burglar Alarm Control Panels                 | <input type="checkbox"/> Power Supplies                                   |
| <input checked="" type="checkbox"/> Access Control Panels             | <input type="checkbox"/> Closed Circuit TV Cameras                        |
| <input type="checkbox"/> Access Control Card Readers                  | <input type="checkbox"/> Pan Tilt Zoom (PTZ) Control                      |
| <input type="checkbox"/> Access Control Key Pads                      | <input type="checkbox"/> Closed Circuit TV Multiplexers, Controllers      |
| <input type="checkbox"/> Access Control Door Strikes / Magnetic Locks | <input type="checkbox"/> Closed Circuit TV Monitors                       |
| <input type="checkbox"/> Door Status Contacts                         | <input type="checkbox"/> Digital Video Recorders (DVR's)                  |
| <input type="checkbox"/> Request to Exit Devices                      | <input type="checkbox"/> Network Video Recorders (NVR's)                  |
| <input type="checkbox"/> Glass Break Sensors                          | <input checked="" type="checkbox"/> Software Maintenance and Upgrades     |
| <input type="checkbox"/> Motion Detectors                             | <input checked="" type="checkbox"/> Other: DSX Workstation Verification   |
| <input type="checkbox"/> Annunciation Horns/Strobes/Sirens            | <input checked="" type="checkbox"/> Other: Visits include a tasking sheet |

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

- ☒ **Additional Security System Scope**  
*DSX Firmware Flash and (1) Annual DSX Software Upgrade*  
 2.

#### Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☐ Repair Labor
- ☐ Repair Material
- ☐ Client Training
- ☐ Systems Operation
- ☐ 24 / 7 / 365
- ☐ Other: \_\_\_\_\_





## **Sustainable Workplace Solutions For Linn County Facilities**

### **Services Available from Baker Group:**

#### **Mechanical Capabilities:**

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

#### **Sheet Metal Capabilities:**

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

#### **Electrical Capabilities:**

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

#### **Engineering Services:**

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

#### **Building and Process Automation:**

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

#### **Security and Fire Alarm Systems:**

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

#### **Advanced Manufacturing and Fabrication:**

Computerized Plasma Pipe Cutter  
AutoCAD Connected 20' Plasma Table  
AutoCAD Connected Duct Machine  
TURBOBend for Architectural Metal  
Electrical Assembly Prefabrication  
UL508A Labeled Electrical Panel Building

#### **Predictive Maintenance & Repair Services:**

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

|                          |                       |           |
|--------------------------|-----------------------|-----------|
| <b>SCHEDULE ONE</b>      | <b>AGREEMENT DATE</b> | 4/28/2022 |
| <b>COVERED EQUIPMENT</b> | <b>AGREEMENT NO:</b>  | 0         |

**SPECL** = Special Training or Coverage  
**OPNS** = On-Site Facility Operations  
**TI** = Test and Inspect Only



|                              |                       |                  |
|------------------------------|-----------------------|------------------|
| <b>SCHEDULE ONE (PAGE 2)</b> | <b>AGREEMENT DATE</b> | <b>4/28/2022</b> |
| <b>COVERED EQUIPMENT</b>     | <b>AGREEMENT NO:</b>  | <b>0</b>         |

**SPECL** = Special Training or Coverage  
**OPNS** = On-Site Facility Operations  
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# Sustainable Workplace Solutions For Linn County Facilities

## TERMS AND CONDITIONS

### GENERAL

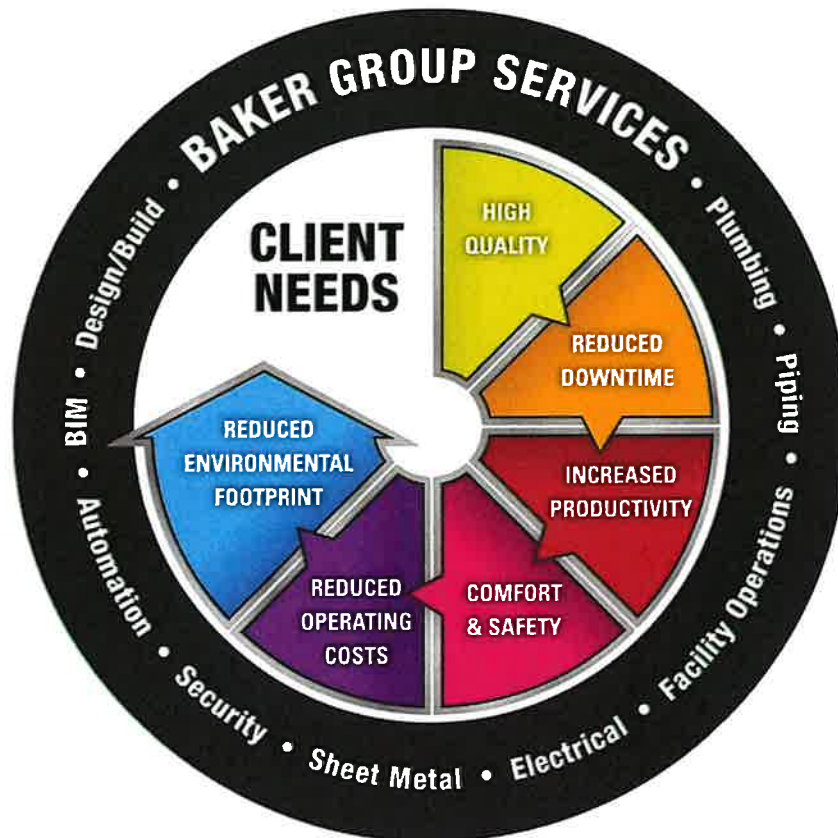
1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

### LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

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



## **SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR Linn County Harris Building Entry Access**



**April 28, 2022**





## **Sustainable Workplace Solutions For Linn County Harris Building Entry Access**

### **Table of Contents**

#### **Systems and Services**

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

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

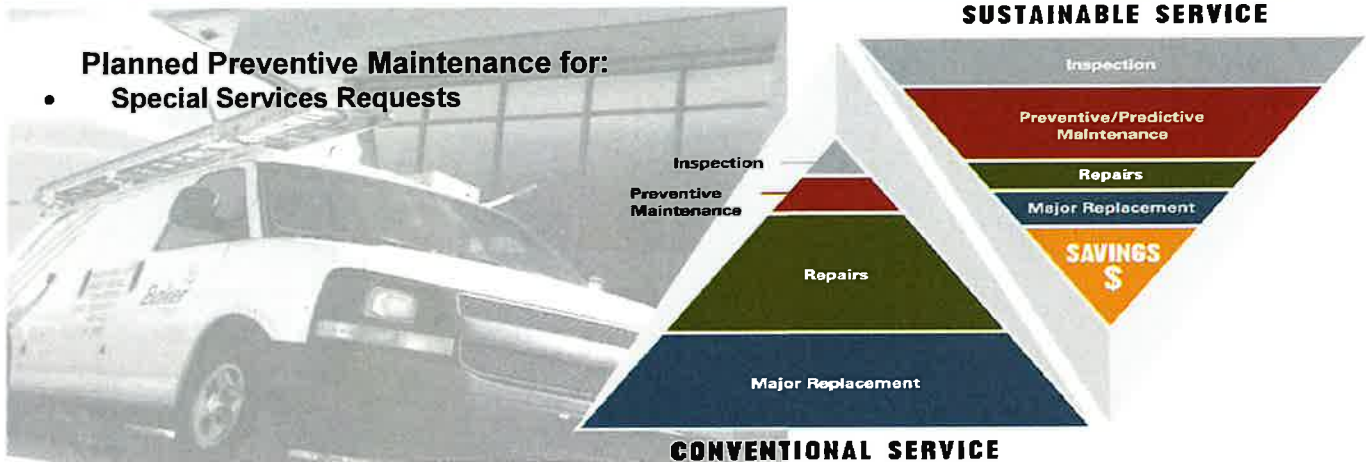


## Sustainable Workplace Solutions For Linn County Harris Building Entry Access

### Services

#### Planned Preventive Maintenance for:

- Special Services Requests



Date: April 28, 2022

Baker Group is pleased to offer professional services at your Office Facility 1019 7th St SE Cedar Rapids, IA . Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1, 2022 through June 30, 2023 (initial term). The agreement price is \$7,274.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

#### ACCEPTANCE OF AGREEMENT

Client

**Linn County Harris Building Entry Access**

**BAKER GROUP**

By \_\_\_\_\_  
Authorized Client Representative

By \_\_\_\_\_  
Baker Group Representative

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## **Sustainable Workplace Solutions For Linn County Harris Building Entry Access**

Baker Group will provide maintenance for the systems described below:



### **Sustainable Workplace Solutions**

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

### **Preventive Maintenance**

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

### **Administration and Reporting**

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

### **Preferred Client Rates**

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

### **Emergency Service**

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

### **Commitment to Service Excellence**

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





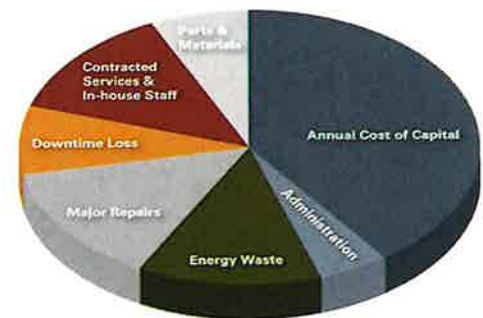
## Sustainable Workplace Solutions For Linn County Harris Building Entry Access

### Special Service Requests

Baker Group's Sustainable Workplace Solutions program is focused on the unique needs of clients. As requested, this program also includes:

See page 7 for visit schedule and scope.

#### **COSTS OF OWNERSHIP**



#### Annual Cost of Capital

##### **Example A:**

Investment ..... \$100,000  
Normal Life ..... 10 years  
Annual Cost ..... \$10,000 per year

##### **Example B:**

Investment ..... \$100,000  
Extended Life .... 20 years  
Annual Cost ..... \$5,000 per year



## **Sustainable Workplace Solutions For Linn County Harris Building Entry Access**

### **Services Available from Baker Group:**

#### **Mechanical Capabilities:**

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

#### **Sheet Metal Capabilities:**

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

#### **Electrical Capabilities:**

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

#### **Engineering Services:**

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

#### **Building and Process Automation:**

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

#### **Security and Fire Alarm Systems:**

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

#### **Advanced Manufacturing and Fabrication:**

Computerized Plasma Pipe Cutter  
AutoCAD Connected 20' Plasma Table  
AutoCAD Connected Duct Machine  
TURBOBend for Architectural Metal  
Electrical Assembly Prefabrication  
UL508A Labeled Electrical Panel Building

#### **Predictive Maintenance & Repair Services:**

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



## **Sustainable Workplace Solutions For Linn County Harris Building Entry Access**

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### **Visit Schedule and Scope**

Visit 1 (March)

Mult-Day Firmware Upgrade for 112 DSX Cards



# **Sustainable Workplace Solutions For Linn County Harris Building Entry Access**

## **TERMS AND CONDITIONS**

### **GENERAL**

1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

### **LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER**

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
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6. Client agrees that false alarm assessments or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Client agrees to promptly pay any or all of such false alarm fees.
7. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.**



## SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR Linn County Juvenile Detention Center



April 28, 2022





## **Sustainable Workplace Solutions For Linn County Juvenile Detention Center**

### **Table of Contents**

#### **Systems and Services**

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

- ☐ **Heating, Ventilating, and Air Conditioning**
- ☐ **Chilled Water System**
- ☐ **Heating Water System**
- ☐ **Chemical Water Treatment**
- ☐ **Domestic Water and Plumbing Systems**
- ☐ **Building Automation System**
  - ☐ **Building Analytic Software**
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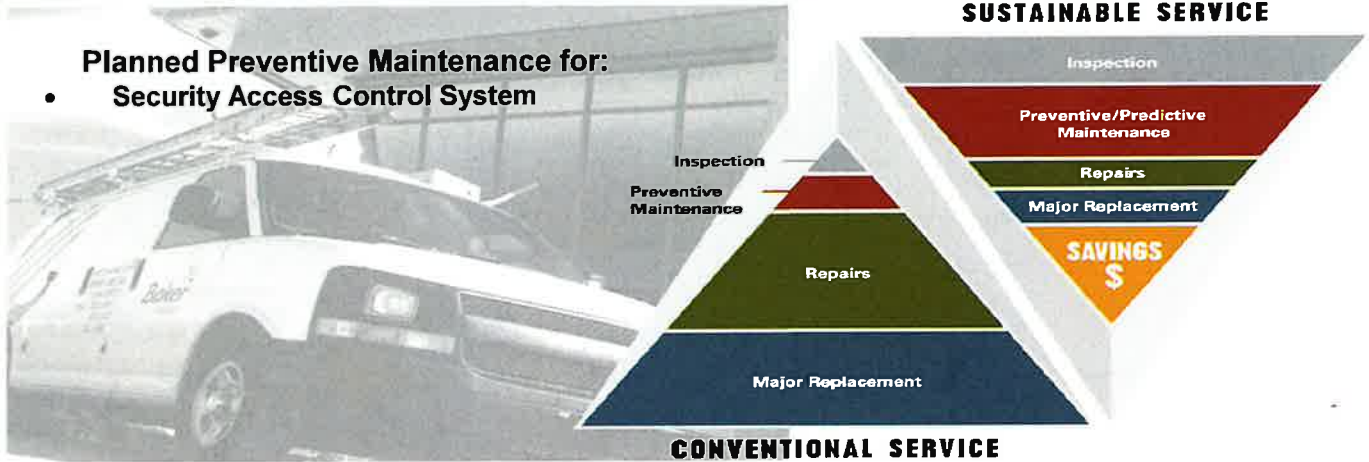


# Sustainable Workplace Solutions For Linn County Juvenile Detention Center

## Services

### Planned Preventive Maintenance for:

- Security Access Control System



Date: April 28, 2022

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

This agreement will be in effect from July 1, 2022 through June 30, 2023 (initial term). The agreement price is \$15,558.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

### ACCEPTANCE OF AGREEMENT

Client

**Linn County Juvenile Detention Center**

**BAKER GROUP**

By \_\_\_\_\_  
Authorized Client Representative

By \_\_\_\_\_  
Baker Group Representative

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## **Sustainable Workplace Solutions For Linn County Juvenile Detention Center**

Baker Group will provide maintenance for the systems described below:

### **▪ SCHEDULE ONE - COVERED EQUIPMENT**

#### **Sustainable Workplace Solutions**

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

#### **Preventive Maintenance**

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

#### **Administration and Reporting**

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

#### **Preferred Client Rates**

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

#### **Emergency Service**

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

#### **Commitment to Service Excellence**

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





## Sustainable Workplace Solutions For Linn County Juvenile Detention Center

### Security System Scope

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

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

#### Security Support Services

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

- ☐ Burglar Alarm Control Panels
- ☒ Access Control Panels
- ☐ Access Control Card Readers
- ☐ Access Control Key Pads
- ☐ Access Control Door Strikes / Magnetic Locks
- ☒ Door Status Contacts
- ☐ Request to Exit Devices
- ☐ Glass Break Sensors
- ☐ Motion Detectors
- ☐ Annunciation Horns/Strobes/Sirens

- ☐ Power Supplies
- ☐ Closed Circuit TV Cameras
- ☐ Pan Tilt Zoom (PTZ) Control
- ☐ Closed Circuit TV Multiplexers, Controllers
- ☐ Closed Circuit TV Monitors
- ☐ Digital Video Recorders (DVR's)
- ☐ Network Video Recorders (NVR's)
- ☒ Software Maintenance and Upgrades
- ☒ Other: DSX Workstation Verification
- ☒ Other: Visits Include a tasking sheet filled out

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

#### ☐ Additional Security System Scope

- 1.
- 2.

#### Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☐ Repair Labor
- ☐ Repair Material
- ☒ Client Training
- ☐ Systems Operation
- ☐ 24 / 7 / 365
- ☐ Other: \_\_\_\_\_



## **Sustainable Workplace Solutions For Linn County Juvenile Detention Center**

### **Services Available from Baker Group:**

#### **Mechanical Capabilities:**

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

#### **Sheet Metal Capabilities:**

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

#### **Electrical Capabilities:**

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

#### **Engineering Services:**

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

#### **Building and Process Automation:**

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

#### **Security and Fire Alarm Systems:**

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

#### **Advanced Manufacturing and Fabrication:**

Computerized Plasma Pipe Cutter  
AutoCAD Connected 20' Plasma Table  
AutoCAD Connected Duct Machine  
TURBOBend for Architectural Metal  
Electrical Assembly Prefabrication  
UL508A Labeled Electrical Panel Building

#### **Predictive Maintenance & Repair Services:**

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

|                          |                |           |
|--------------------------|----------------|-----------|
| <b>SCHEDULE ONE</b>      | AGREEMENT DATE | 4/28/2022 |
| <b>COVERED EQUIPMENT</b> | AGREEMENT NO:  | 0         |

**SPECL** = Special Training or Coverage  
**OPNS** = On-Site Facility Operations  
**TI** = Test and Inspect Only



|                              |                |           |
|------------------------------|----------------|-----------|
| <b>SCHEDULE ONE (PAGE 2)</b> | AGREEMENT DATE | 4/28/2022 |
| <b>COVERED EQUIPMENT</b>     | AGREEMENT NO:  | 0         |

**SPECL** = Special Training or Coverage  
**OPNS** = On-Site Facility Operations  
**TI** = Test and Inspect Only



|                              |                       |           |
|------------------------------|-----------------------|-----------|
| <b>SCHEDULE ONE (PAGE 3)</b> | <b>AGREEMENT DATE</b> | 4/28/2022 |
| <b>COVERED EQUIPMENT</b>     | <b>AGREEMENT NO:</b>  | 0         |

**SPECL** = Special Training or Coverage  
**OPNS** = On-Site Facility Operations  
**TI** = Test and Inspect Only



**Baker**  
GROUP



# **Sustainable Workplace Solutions For Linn County Juvenile Detention Center**

## **TERMS AND CONDITIONS**

### **GENERAL**

1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

### **LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER**

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

## **Fifth Amendment to the Decat Management and Fiscal Services Contract**

This Amendment to Contract Number DCAT4-18-016 is effective as of July 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

### **Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Contract Duration.** The Contract is hereby extended from July 1, 2022, through June 30, 2023.

**Revision 2. Section: CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address, is deleted and replaced as follows:**

Ben Rogers, Chair Linn County Board of Supervisors

935 2nd Street SW

Cedar Rapids, IA 52404

Phone: 319-892-5714

E-Mail: [Ben.Rogers@linncountyiowa.gov](mailto:Ben.Rogers@linncountyiowa.gov)

**Revision 3. 1.3.1.q, Deliverables, is hereby added to the Contract:**

q. Conferences at Lodging Facilities. In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <https://stopthiowa.org/certified-locations>. The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

**Revision 4. 1.3.2.g, Performance Measures, is hereby added to the Contract:**

g. 100% of claims containing expenses to a lodging provider will include proof of human trafficking prevention training certification.

**Revision 5. 1.3.4.7, Travel Expenses, is hereby deleted and replaced as follows:**

If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>, and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to

use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stophtiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

**Revision 6. 1.3.4.8, Conferences at Lodging Facilities is hereby added to the Contract:**

In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <https://stophtiowa.org/certified-locations>. The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

**Revision 7. 1.5, Data and Security, is hereby deleted and replaced as follows:**

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,
- or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall

comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

**Revision 8. Section 1.3.4.1, Pricing.** The maximum amount the Contractor will be compensated is hereby amended to \$532,708.00 for the entire term of the Contract.

**Revision 9. Section 1.3.4.1, Payment Table.** Contract payments are amended as follows:

| <u><b>Payment Table</b></u>     |                                    |
|---------------------------------|------------------------------------|
| <u><b>Contract Duration</b></u> | <u><b>Amount Not to Exceed</b></u> |
| <b>07/01/22 - 06/30/23</b>      | <b>\$98,824.00</b>                 |

**Note:** continued payment for any contract extension years is contingent upon extension of the Contract.

## **Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

## **Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

| <b>Contractor, Linn County Board of Supervisors</b> |       | <b>Agency, Iowa Department of Human Services</b> |       |
|-----------------------------------------------------|-------|--------------------------------------------------|-------|
| Signature of Authorized Representative:             | Date: | Signature of Authorized Representative:          | Date: |
| Printed Name: Ben Rogers                            |       | Printed Name: Matt Majeski                       |       |
| Title: Chair, Linn County Board of Supervisors      |       | Title: Service Area Manager                      |       |

## **First Amendment to the Linn County Community for Change Equity Team Contract**

This Amendment to Contract Number DCAT4-22-017 is effective as of July 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

### **Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Contract Duration.** The Contract is hereby extended from July 1, 2022, through June 30, 2023.

**Revision 2. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:**

Ben Rogers, Chair, Linn County Board of Supervisors

935 2nd Street SW

Cedar Rapids, IA 52404

Phone: 319-892-5714

E-Mail: [Ben.rogers@linncountyiowa.gov](mailto:Ben.rogers@linncountyiowa.gov)

**Revision 3. 1.3.1.g, Deliverables, is hereby added to the Contract:**

g. Conferences at Lodging Facilities. In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <https://stopthiowa.org/certified-locations>. The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

**Revision 4. 1.3.2.6, Performance Measures, is hereby added to the Contract:**

6. 100% of claims containing expenses to a lodging provider will include proof of human trafficking prevention training certification.

**Revision 5. 1.3.4.7, Travel Expenses, is hereby added to the contract:**

Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>, and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of

transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

**Revision 6. 1.3.4.8, Conferences at Lodging Facilities is hereby added to the Contract:**

In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <https://stopthiowa.org/certified-locations>. The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

**Revision 7. 1.5, Data and Security, is hereby deleted and replaced as follows:**

**1.5.1 Data and Security System Framework.** The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

## **Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

## **Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

| <b>Contractor, Linn County Board of Supervisors</b> |       | <b>Agency, Iowa Department of Human Services</b> |       |
|-----------------------------------------------------|-------|--------------------------------------------------|-------|
| Signature of Authorized Representative:             | Date: | Signature of Authorized Representative:          | Date: |
| Printed Name: Stacey Walker                         |       | Printed Name: Matt Majeski                       |       |
| Title: Chair, Linn County Board of Supervisors      |       | Title: Service Area Manager                      |       |

# Purchase Order

#: PO291

5/3/2022

935 2ND ST. SW  
CEDAR RAPIDS, IA 52404  
PH: 319-892-5000  
LinnCountyIowa.Gov



## Vendor

METAL CULVERTS INC  
PO BOX 330  
JEFFERSON MO 65102  
United States

## TOTAL

**\$14,577.00**

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

**Order Instructions:** Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

| Department  | Department Contact | Contact Telephone | Terms |
|-------------|--------------------|-------------------|-------|
| 61-ENGINEER | JERAD KELLEY       | (319) 892-6430    |       |

| Quantity | Units | Item                                 | Description                                                    | Rate     | Amount      |
|----------|-------|--------------------------------------|----------------------------------------------------------------|----------|-------------|
| 60       | FT    | CULVERT -<br>CORRUGATED<br>METAL(FT) | CULVERT - 103"X71" CMP CULVERT<br>PER QUOTE<br>DL-CMP 2020(22) | \$242.95 | \$14,577.00 |

**Memo:** CMP CULVERT AS PER QUOTE - PROJECT - DL-CMP 2020(22)

**Total** \$14,577.00

## Bill To

Linn County Engineer  
1888 County Home Road  
Marion, IA 52302

## Ship To

SECONDARY ROAD MAIN SHOP  
1944 COUNTY HOME RD  
MARION IA  
United States



PO291

LINN COUNTY SECONDARY ROAD DEPARTMENT  
1888 COUNTY HOME ROAD  
MARION, IA 52302

**Day Labor Project Culvert**  
4/27/2022

|     |                 |          |     |     | Contech Consruction Products                                                                                          |               | ILLOWA Culvert & Supply Co                                                                                            |               | Metal Culverts, Inc.                                                                                                             |                    | Northern Iowa Const Products                                                                                              |                    |
|-----|-----------------|----------|-----|-----|-----------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------|
|     |                 |          |     |     | PO Box 92<br>Low Moor, IA 52757<br><a href="mailto:kagreve79@hotmail.com">kagreve79@hotmail.com</a><br>(563) 357-6694 |               | PO Box 43<br>Low Moor, IA 52757<br><a href="mailto:jeffgreve@hotmail.com">jeffgreve@hotmail.com</a><br>(800) 499-9293 |               | PO Box 330<br>Jefferson City, MO 65102<br><a href="mailto:sales@metalculverts.com">sales@metalculverts.com</a><br>(573) 636-7312 |                    | PO Box 631<br>Cedar Falls, IA 50613<br><a href="mailto:niemannkp@hotmail.com">niemannkp@hotmail.com</a><br>(319) 290-4821 |                    |
| No. | Product         | Diam     | Qty | UOM | Unit Price                                                                                                            | Total Price   | Unit Price                                                                                                            | Total Price   | Unit Price                                                                                                                       | Total Price        | Unit Price                                                                                                                | Total Price        |
| 1   | DL-CMP 2020(22) | 103"x71" | 60  | LF  | No Response                                                                                                           |               | No Bid                                                                                                                |               | \$242.95                                                                                                                         | \$14,577.00        | \$246.00                                                                                                                  | \$14,760.00        |
|     | 2417-1100103    |          |     |     |                                                                                                                       |               |                                                                                                                       |               |                                                                                                                                  |                    |                                                                                                                           |                    |
|     | <b>TOTAL</b>    |          |     |     |                                                                                                                       | <b>\$0.00</b> |                                                                                                                       | <b>\$0.00</b> |                                                                                                                                  | <b>\$14,577.00</b> |                                                                                                                           | <b>\$14,760.00</b> |

**APPLICATION FOR DISPLAY FIREWORKS PERMIT**

Submit completed application at least fourteen (14) days prior to the proposed use of display fireworks to:  
Linn County Auditor, 935 Second Street SE, Cedar Rapids, IA 52404

|                |                                                         |
|----------------|---------------------------------------------------------|
| <b>Display</b> | Date: <u>6/4/2022</u> Rain date <u>6/5/2022</u>         |
|                | Start Time: <u>9:30 pm</u> Ending Time: <u>10:30 pm</u> |
|                | Location: <u>4250 N Center Pt Rd Center Pt IA</u>       |

|                  |                                                              |
|------------------|--------------------------------------------------------------|
| <b>Applicant</b> | Name: <u>TEFF SQUIRES</u> Date of Birth: <u>Center Pt IA</u> |
|                  | Address: <u>4250 N Center Pt Rd Center Pt IA</u>             |
|                  | E-Mail: _____ Phone: <u>319-849-2448</u>                     |

|                |                                                                          |
|----------------|--------------------------------------------------------------------------|
| <b>Sponsor</b> | Name: <u>FLASHING THUNDER FIREWORKS</u>                                  |
|                | Address: <u>700 E Van Buren Mitchell IA</u>                              |
|                | E-Mail: _____ Phone: <u>641-732-5558 OFC</u><br><u>641-220-4938 CELL</u> |

|                                                |                                                                                                               |  |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--|
| <b>Operator</b>                                | Name: <u>Joey WELTON</u> Date of Birth: <u>07/29/58</u>                                                       |  |
|                                                | Address: <u>1485 PRAIRIE ST Robins IA</u>                                                                     |  |
|                                                | E-Mail: <u>JoeyWelton@aol.com</u> Phone: <u>319-389-0313</u>                                                  |  |
|                                                | Check the safety requirement(s) met by the Operator (proof may be required).                                  |  |
|                                                | <input checked="" type="checkbox"/> Display Operator Certification from Pyrotechnics Guild Int. Cert. # _____ |  |
|                                                | ____ Current, valid firework's operator license State: _____ Lic. # _____                                     |  |
| ____ Equivalent safety training and experience |                                                                                                               |  |
| Please explain: _____                          |                                                                                                               |  |

|                  |                                  |
|------------------|----------------------------------|
| <b>Insurance</b> | Insurance Company: _____         |
|                  | Insurance Coverage Amount: _____ |

|                        |                                                                         |
|------------------------|-------------------------------------------------------------------------|
| <b>Fire Prevention</b> | Fire Prevention Measures (attach additional sheets if necessary): _____ |
|                        | <u>extinguishers</u>                                                    |

I, the Applicant, hereby affirm: I have read Linn County Resolution No. 2019-5-83 establishing provisions for the permitting and use of fireworks and I understand the provisions listed in the resolution; No person shall handle or explode fireworks while under the influence of alcohol or drugs that could adversely affect judgment, movements, or stability; No person who is not 18 years of age will set up or explode fireworks; No person who does not meet at least one of the safety requirements of an Operator, or who is not under the direct supervision of an Operator will set up or explode fireworks; The Operator will conduct a thorough search for unexploded fireworks or fuses at the conclusion of the display. Any unexploded fireworks will be stored or disposed of in a safe manner; The Applicant, Sponsor and Operator will follow the provisions of Resolution 2019-5-83, and Iowa law. Further, I specifically agree to protect, defend, and hold Linn County, its officers and employees, and the fire chief or assistant fire chief who signs this permit application, harmless from any and all damages or claims for damages that might arise or accrue by reason of the granting of the permit for which I have applied.

|                                           |                      |
|-------------------------------------------|----------------------|
| Applicant's Signature: <u>[Signature]</u> | Date: <u>4-13-22</u> |
|-------------------------------------------|----------------------|

|                                                                                           |                              |                        |
|-------------------------------------------------------------------------------------------|------------------------------|------------------------|
| I approve of the location and fire prevention measures for this use of display fireworks. |                              |                        |
| Fire Chief or Asst. Fire Chief's Signature: <u>[Signature]</u>                            | Dept. <u>Center Point PD</u> | Date: <u>4/13/2022</u> |
| Linn County Risk Manager's Signature: <u>[Signature]</u>                                  | Date: <u>05/04/2022</u>      |                        |

|                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------|--|
| This application was approved by the Linn County Board of Supervisors on the _____ day of _____, 20____ |  |
| Attest: _____, Joel D. Miller, Linn County Auditor                                                      |  |



## THE PYROTECHNICS GUILD INTERNATIONAL, INC.

28 January 2022

Joey Welton  
1485 Maple St.  
Robins, IA 52328

Congratulations on your recent completion of the PGII Display Fireworks Certification and Safety Program recertification process. Enclosed you will find a wallet-sized card acknowledging your accomplishment, valid for three years from issuance. It is strongly recommended that you protect the wallet card by laminating it in plastic.

The PGI periodically receives requests - from display companies and others seeking qualified personnel - for lists of PGI Certified shooters, normally within some specified geographic area. The PGI, as a matter of policy, does not provide anyone's contact information to outside entities without their explicit permission.

In many cases, however, a positive response to these requests could result in clear benefits to our certified shooters. If you would like to permit the PGI to make your status as a PGI Certified Shooter and your contact information available in response to requests of this type, please so indicate by signing the release form below and returning this entire page to **Dr. John R. Steinberg, 3944 Carthage Rd., Randallstown, MD 21133.**

Please be assured that even given your permission, the PGI will continue to exercise reasonable judgment in choosing whether or not to respond to specific requests for shooter information.

If you do nothing (that is, if you do NOT sign and return this letter), your name and contact information will remain private.

Sincerely,

John R. Steinberg  
PGII Training Administrator

I, Joey Welton, hereby authorize the Pyrotechnics Guild International, Inc. to make publicly available my name, contact information and status as a PGI-certified display operator.

Signature



THE PYROTECHNICS GUILD  
INTERNATIONAL, INC.

Certifies That

**JOEY WELTON**

Has successfully completed the PGII Display Fireworks Operator Certification and Safety Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                          |                                                  |                       |               |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------|---------------|
| <b>PRODUCER</b><br>Ryder Rosacker McCue & Huston (MGD by Hull & Company)<br>509 W Koenig St<br>Grand Island NE 68801                     | <b>CONTACT NAME:</b> Kristy Wolfe                |                       |               |
|                                                                                                                                          | <b>PHONE (A/C, No. Ext):</b> 308-382-2330        | <b>FAX (A/C, No):</b> |               |
|                                                                                                                                          | <b>E-MAIL ADDRESS:</b> kwolfe@ryderinsurance.com |                       |               |
| <b>INSURED</b><br>Aluminum King Mfg Ltd<br>DBA Flashing Thunder Fireworks Spectacular Inc<br>700 E Van Buren Street<br>Mitchell IA 50461 | <b>INSURER(S) AFFORDING COVERAGE</b>             |                       | <b>NAIC #</b> |
|                                                                                                                                          | <b>INSURER A : SCOTTSDALE INS CO</b>             |                       | <b>41297</b>  |
|                                                                                                                                          | <b>INSURER B : NATIONAL CAS CO</b>               |                       | <b>11991</b>  |
|                                                                                                                                          | <b>INSURER C :</b>                               |                       |               |
|                                                                                                                                          | <b>INSURER D :</b>                               |                       |               |
|                                                                                                                                          | <b>INSURER E :</b>                               |                       |               |
| <b>INSURER F :</b>                                                                                                                       |                                                  |                       |               |

**COVERAGES****CERTIFICATE NUMBER:** 2130888767**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                     | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | CPS3994208    | 10/15/2021              | 10/15/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                               |           |          | ZBO0004073    | 10/15/2021              | 10/15/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input type="checkbox"/> RETENTION \$                                                                                                                               |           |          | CXS0019365    | 10/15/2021              | 10/15/2022              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                       |           | N / A    |               |                         |                         | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                      |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

Date: June 4th, 2022 Rain Date: June 5th, 2022

Location: 4250 North Center Pt Rd, Center Point Iowa

Additional Insured: Linn County

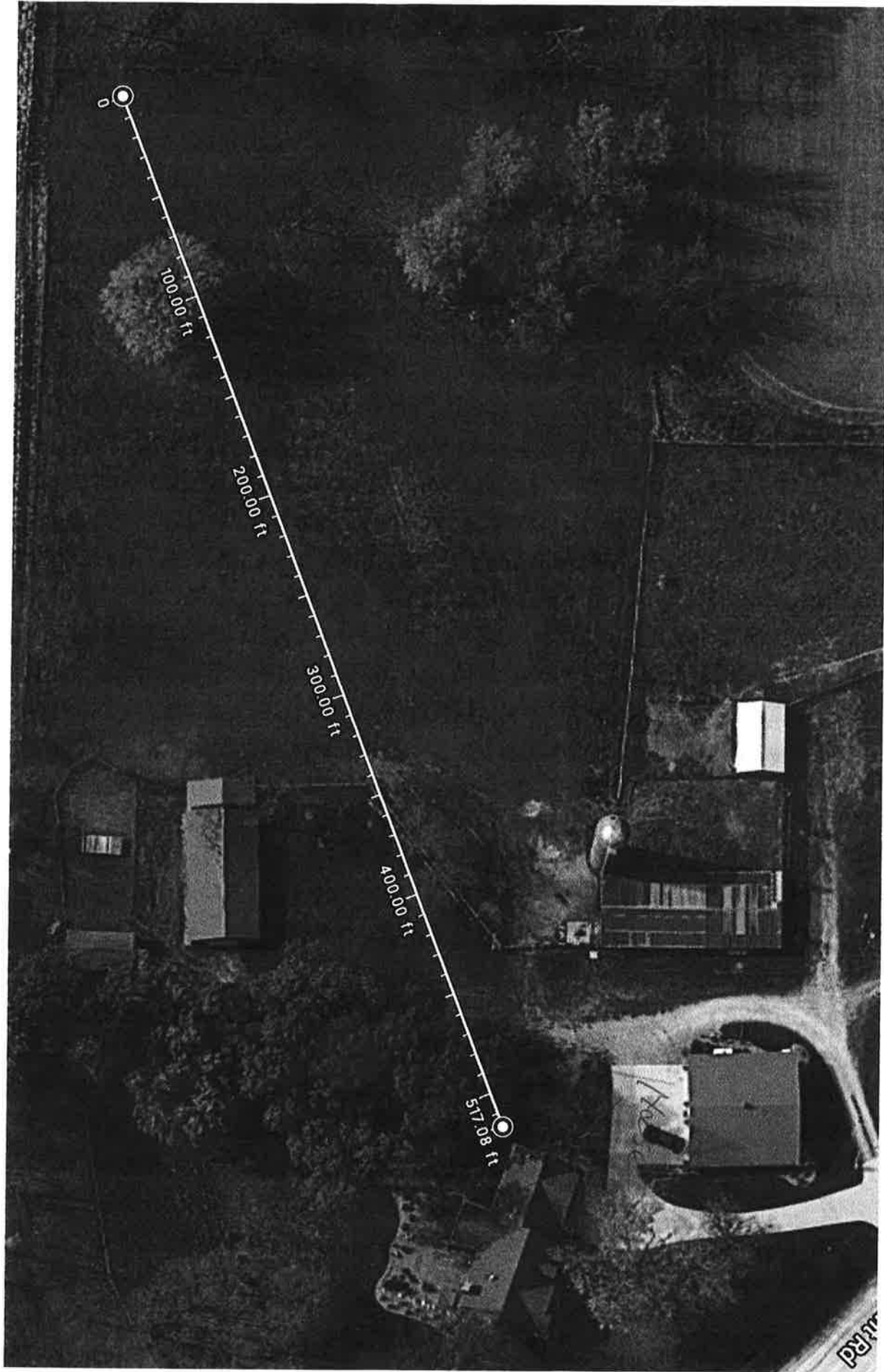
**CERTIFICATE HOLDER****CANCELLATION**Jeff Squires  
4250 North Center Pt Rd  
Center Point IA 52213

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Google Maps



Hose

To: Board of Supervisors  
From: Amy Drahos, Supervisor – Air Quality Branch  
Date: March 10, 2022

Subject: LCCO Chapter 10 Article III Update

The Air Quality Branch is updating LCCO Chapter 10 Article III to align with the Iowa Administrative Code (IAC) and correct errors.

#### FY22 LCCO Changes

- §10-54 – Updating 567 IAC Chapter 20, 22, 23, 25, 33, and 34 references
- §10-55 – Modifying or adding definitions for the following terms to align with IAC:
  - Anaerobic lagoon
  - Electronic format (NEW)
  - EPA reference method
- §10-58 (b) and (c)– Authorization to Install and Permit to operate permits
  - Updated Public Health mailing address for submission of applications
- §10-58(g)(2) – Updated Public Health mailing address for ownership change submittals
- §10-58(k) – Modify permit exemptions for further clarification or to align with IAC
  - Stationary internal combustion engines
  - Plant maintenance and upkeep activities
- §10-62(b) – Updating reference date for New Source Performance Standards (NSPS) as adopted in 567 IAC 23.1(2)
- §10-62(b)(various) – Adding or amending adoption date for source(s) subject to NSPS.
  - Kraft pulp mills
  - Sewage sludge incineration units (NEW)
- §10-62(c) – Updating reference date for emission standards for hazardous air pollutants as adopted in 567 IAC 23.1(3)
- §10-62(d) – Updating reference date for National Emission Standards for Hazardous Air Pollutants (NESHAP) as adopted in 567 IAC 23.1(4).
- §10-62(d)(various) – Adding or amending adoption date for several source categories subject to NESHAP.
  - Chemical recovery combustion sources
  - Generic MACT
  - Municipal Solid Waste Landfills
  - Plywood and Composite Wood Products
  - Organic Liquids Distribution
  - Miscellaneous Organic Chemical Manufacturing
  - Stationary Combustion Turbines
  - Lime Manufacturing Plants
  - Iron and Steel Manufacturing
  - Site remediation

- §10-63 – Clarified that burn permits can be signed by staff rather than the Air Pollution Control Officer
- §10-70(g)(1)and(2) – Amending the adoption date for test methods adopted in 567 IAC 25.1(9) and 25.2
- §10-77(2)(a) – corrected open burning section reference (10-63 from 10-65).

RESOLUTION NO. 2022 – 5 –

A RESOLUTION AWARDDING CONTRACT FOR  
THE PRIORITY #3 LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT

**WHEREAS**, pursuant to notice duly posted as prescribed by resolution of the Linn County, Iowa Board of Supervisors (the "Board"), and as required by state law, the Board received bid proposals for the "Priority #3 Linn County Facilities Derecho Repairs Project" (the "Project"); and,

**WHEREAS**, each bid submitted for the Project received careful consideration, and it is necessary and advisable to award the contract for the Project.

**BE IT THEREFORE RESOLVED** by the Board as follows:

1. The bid for the Project submitted by the contractor, and in the amount set out below, is lowest responsible bid received for the Project, and is fully responsive to the plans and specifications for the Project.

Contractor

Tricon General Construction, Inc.  
746 58<sup>th</sup> Avenue Court SW  
Cedar Rapids, IA 52404

Bid Amount

\$164,000.00

2. The Board hereby awards the contract for the Project to such contractor, and for the total estimated cost set out above, with final settlement to be made on the basis of the unit prices set out in said contract, and on the actual final quantity of each class of material(s) furnished, and said contract is subject to the Notice to Bidders, the plans and specifications for the Project, and the terms of the bidder's written proposal.
3. The Board hereby fixes the amount of the contractor's performance and/or payment bonds at 100 percent of the amount of the contract.

PASSED AND APPROVED this 11<sup>th</sup> day of May, 2022.

LINN COUNTY BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_  
Ben Rogers, Chair

\_\_\_\_\_  
Joel Miller, Linn County Auditor

\_\_\_\_\_  
Louis J. Zumbach, Vice Chair

\_\_\_\_\_  
Stacey Walker, Supervisor

Aye: \_\_\_\_ Nay: \_\_\_\_ Abstain: \_\_\_\_