

**AGENDA**  
**CITY OF CARTER LAKE**  
**REGULAR CITY COUNCIL MEETING**

CITY HALL – 950 LOCUST ST.  
MONDAY, MARCH 15, 2021 AT 7:00 P.M.

- I. PUBLIC HEARING CONCERNING THE 2021-2022 CITY BUDGET AS PUBLISHED
- II. PUBLIC HEARING FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOTES TO EVIDENCE THE OBLIGATION OF THE CITY. TO REFINANCING CURRENT CITY HALL NOTES AND FINANCING FOR COMMUNITY CENTER CONSTRUCTION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF THE AGENDA
  - A. ADDITIONS OR DELETIONS
- VI. CONSENT AGENDA
- VII. NEW BUSINESS
  - A. LIQUOR LICENSE RENEWAL – BEST WESTERN PLUS OMAHA AIRPORT INN
  - B. NEW FIRE MEMBER – ERIC PAGNANO
  - C. COMMUNICATIONS FROM PUBLIC
    - a. GARY CHAMBERS – 5K RUN FUNDRAISER
  - D. COMMUNICATIONS FROM
    - 1. DEPARTMENT SUPERVISORS
      - a. POLICE CHIEF RECOMMENDATION FOR REDICK PARKING ISSUES
    - 2. MAYOR RON CUMBERLEDGE
      - a. COMMUNITY CENTER UPDATES
      - b. RECEIVED PETITION RE: COMMUNITY CENTER LOCATION
      - c. AMEND C/L DISTRICT ZONING MATRIX AND DEFINITION - PLANNING BOARD RECOMMENDATIONS – SET PUBLIC HEARING FOR AMENDMENTS
      - d. JOB DESCRIPTION FOR PARK AND RECREATION COORDINATOR
      - e. JOB DESCRIPTION FOR ASSISTANT MAINTENANCE SUPERVISOR

VIII. ORDINANCES AND RESOLUTIONS

- A. RESOLUTION TO ADOPT THE 2021-2022 BUDGET AS PUBLISHED
- B. RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE NOT TO EXCEED \$4,200,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES FOR COMMUNITY CENTER AND RE-FI CITY HALL NOTES
- C. RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION TO AUTHORIZE A LOAN AGREEMENT AND THE ISSUANCE OF NOTES TO EVIDENCE THE OBLIGATIONS OF THE CITY THEREUNDER. NOT TO EXCEED \$1,828,000 SEWER REVENUE CAPITAL LOAN NOTES
- D. RESOLUTION TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN
- E. RESOLUTION TO APPROVE CONTRACT FOR TACKARCHITECT – DESIGN & ENGINEER OF THE COMMUNITY CENTER
- F. RESOLUTION TO APPROVE CONTRACT FOR RJN GROUP-ASSESSMENT OF WATER SYSTEM
- G. RESOLUTION TO SET WAGES FOR SHAWN KANNEDY
- H. RESOLUTION TO SET WAGES FOR RONNIE FISHER

IX. AMEND ORDINANCE RE: ANIMAL CONTROL PROCEDURES AND FINES

X. COMMENTS FROM THE MAYOR, CITY COUNCIL MEMBERS AND CITIZENS (3 MINUTES EACH)

ADJOURN

**CONSENT AGENDA**

- 1. CITY COUNCIL MINUTES – FEBRUARY
- 2. PLANNING BOARD MINUTES – MARCH
- 3. BOARD OF ADJUSTMENTS - NONE
- 4. ABSTRACT OF CLAIMS FOR APPROVAL – FEBRUARY
- 5. RECEIPTS FOR APPROVAL – FEBRUARY
- 6. OVERTIME AND COMP TIME REPORTS – FEBRUARY
- 7. FINANCIAL REPORTS AS SUBMITTED TO THE COUNCIL – FEBRUARY
- 8. DEPARTMENT HEAD REPORTS – FEBRUARY

**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**

**Fiscal Year July 1, 2021 - June 30, 2022**

**The City of: CARTER LAKE**

**The City Council will conduct a public hearing on the proposed budget as follows:**

**Location: Carter Lake City Hall, 950 Locust Street Meeting Date: 3/15/2021 Meeting Time: 07:00 PM**

<b>The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.</b>				
The estimated Total tax levy rate per \$1000 valuation on regular property				10.60976
The estimated tax levy rate per \$1000 valuation on Agricultural land is				0
<b>At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.</b>				
Phone Number (712) 347-6320			City Clerk/Finance Officer's NAME Jackie Carl	
		<b>Budget FY 2022</b>	<b>Re-estimated FY 2021</b>	<b>Actual FY 2020</b>
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	1,924,315	2,052,298	1,432,822
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	3	1,924,315	2,052,298	1,432,822
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	275,000	25,000	1,259,844
Other City Taxes	6	1,005,808	1,253,996	1,358,782
Licenses & Permits	7	66,500	66,500	22,233
Use of Money and Property	8	62,500	82,500	108,225
Intergovernmental	9	1,364,188	1,400,269	596,994
Charges for Fees & Service	10	1,671,950	1,610,950	1,570,903
Special Assessments	11	0	0	2,582
Miscellaneous	12	71,200	72,200	686,866
Other Financing Sources	13	0	0	0
Transfers In	14	2,000,163	1,488,579	640,926
<b>Total Revenues and Other Sources</b>	15	8,441,624	8,052,292	7,680,177
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	1,668,317	1,432,376	1,228,263
Public Works	17	603,474	532,647	717,133
Health and Social Services	18	4,000	4,000	0
Culture and Recreation	19	644,958	757,645	601,101
Community and Economic Development	20	0	0	445,141
General Government	21	491,467	473,898	396,978
Debt Service	22	424,962	487,112	894,925
Capital Projects	23	5,000	5,000	0
<b>Total Government Activities Expenditures</b>	24	3,842,178	3,692,678	4,283,541
Business Type / Enterprises	25	1,765,117	1,970,066	1,616,656
<b>Total ALL Expenditures</b>	26	5,607,295	5,662,744	5,900,197
Transfers Out	27	2,000,163	1,488,579	640,926
Total ALL Expenditures/Transfers Out	28	7,607,458	7,151,323	6,541,123
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	834,166	900,969	1,139,054
Beginning Fund Balance July 1	30	11,546,298	10,645,329	9,506,275
<b>Ending Fund Balance June 30</b>	31	12,380,464	11,546,298	10,645,329

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY  
OF CARTER LAKE, STATE OF IOWA, ON THE MATTER OF  
THE PROPOSED AUTHORIZATION OF A LOAN  
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED  
\$4,200,000 GENERAL OBLIGATION LOCAL OPTION SALES  
AND SERVICES TAX CAPITAL LOAN NOTES OF THE CITY,  
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Carter Lake, State of Iowa, will hold a public hearing on the 15th day of March, 2021, at 7:00 P.M., in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$4,200,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, of the City, bearing interest at the rate of not to exceed nine per centum (9%) per annum. Said notes are proposed to be issued for the purpose of paying the costs of (a) the construction of a community center project, including site work, furnishing, equipping, renovations and construction of additions, together with miscellaneous related work; and (b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City including refunding the Series 2015B Notes. Said notes shall be payable from the eligible portion of the local option sales and services tax receipts collected by the City (equal to 85% thereof) and, to extent provided in Iowa Code Section 423B.9(4), the debt service fund of the City.

At any time before the date fixed for taking action for the issuance of the notes, a petition, signed by eligible electors residing within the City in a number equal to at least three percent (3%) of the registered voters of the City, may be filed with the City Clerk, asking that the question of issuing the notes be submitted to the registered voters of the City at a special election called upon the question of issuing said notes.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Carter Lake, State of Iowa, as provided by Sections 423B.9(4) of the Code of Iowa.

Dated this 5<sup>th</sup> day of March, 2021.

JACKIE CARL  
City Clerk, City of Carter Lake, State of Iowa

(End of Notice)

## Jackie Carl

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**From:** Phill Newton  
**Sent:** Thursday, March 11, 2021 1:05 PM  
**To:** Denise Teeple; Jackie Carl; Jackie Wahl; Jason Gundersen; Keebie Kessler; Lisa Ruehle; Pat Paterson; Pat Paterson; ron cumberledge; Ronald Cumberledge  
**Subject:** Best Western Inspection

Jackie, Mayor & City Council,

An Inspection was done at the Best Western Hotel for their annual alcohol license renewal. The hotel is very nice shape code wise. They just hired a new Manager and Maintenance worker and they were with me for the Inspection. She said they are not currently doing any events with alcohol but may start again now that things are picking back up so they want to keep it. At this time I would recommend the renewal of their liquor license.

Thanks for your time,

Phillip J. Newton  
Fire Department & Safety Coordinator

Carter Lake, Iowa Fire Department  
950 Locust Street  
Carter Lake, Iowa 51510  
[clfire@carterlake-ia.gov](mailto:clfire@carterlake-ia.gov)  
Station # 712-347-5900  
Cell# 402-657-8976

## Jackie Carl

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**From:** Carter Lake Fire Department  
**Sent:** Wednesday, March 3, 2021 11:12 AM  
**To:** Jackie Carl; Denise Teeple; Jackie Carl; Jackie Wahl; Jason Gundersen; Keebie Kessler; Lisa Ruehle; Pat Paterson; Pat Paterson; ron cumberledge; Ronald Cumberledge  
**Subject:** new applicant

Hi Jackie

Can u add a new applicant to the Council agenda for approval please. His name is Eric Pagnano. He moved here to attend Creighton college and lives right down by the ball park, literally 2 minutes from town. He is a paramedic already and seem like a really nice young kid. Thanks

Phillip J. Newton  
Fire Department & Safety Coordinator

Carter Lake, Iowa Fire Department  
950 Locust Street  
Carter Lake, Iowa 51510  
[clfire@carterlake-ia.gov](mailto:clfire@carterlake-ia.gov)  
Station # 712-347-5900  
Cell# 402-657-8976

**CITY OF CARTER LAKE  
APPLICATION FOR CITY COUNCIL AGENDA**

Name:

GARY CHAMBERS

Address:

950 Locust St

Phone:

(402) 699-1150

Meeting Date Requested:

3/15/2021

Mail request to:

City Clerk

950 Locust Street

Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:

Jackie.Carl@carterlake-ia.gov

**Agenda Item Request** (please give a detailed description of the request):

REQUEST TO HOLD A 5K RUN  
TO RAISE MONEY FOR SURVIVORS  
OF FALLEN LAW ENFORCEMENT OFFICERS  
AND EQUIPMENT FOR K-9.

**Please submit any supporting documents with this application.**

**City Council Meetings are held the third Monday of each month. The City Clerk must receive agenda requests by 12:00 PM on the Wednesday prior to the meeting.**

Signature:

Gary D. Chambers

Date:

3/4/2021

**For Office Use Only:**

Date received in Clerk's office: \_\_\_\_\_

Received by: \_\_\_\_\_



# Carter Lake Police

950 E. Locust Street • Carter Lake, Iowa 51510

Phone (712) 347-5920 Fax (712) 347-6486

Chief of Police Shawn Kannedy

March 8, 2021

To: Mayor and Council

From: Chief Kannedy

Re: Public Safety Issue

Mayor & Council,

I would like to address a public safety issue that has come up here lately since Covid-19. The school has been using several different doors for the kids to enter and exit from to keep social distancing at the doors.

There has been a lot more drop offs and pickups on the Redick side of the school this year. We did receive a complaint by a parent that the traffic has been congested and dangerous for the kids at times. After watching the traffic on Redick for a while, at times it is dangerous for the children who are dropped off on the North side of Redick and they then run across the street between cars and the buses to the school.

I would like your consideration to adding to the Code of Ordinances, Chapter 69, ordinance 69.08 No Parking Zones. ***#25, The North side of Redick between 9<sup>th</sup> Street and 11<sup>th</sup> Street, between the hours of 8 a.m. and 4 p.m.***

I feel this would take care of some of the congestion and also make it safer for the kids that would not be running across the street from the North side.

Sincerely,

A handwritten signature in black ink, appearing to be "Shawn Kannedy".

Chief Kannedy



PLANNING BOARD MEETING  
Monday, March 8, 2021 7:00 P.M.

The Planning Board meeting was called to order at 7:00 p.m. by Chairman Ed Palandri. Roll Call: Present: Kathy Dueling, Nate Bradburn, Tim Podraza, Jay Gundersen and Ed Palandri; Absent: Ray Pauly and Scott Crowder.

Gundersen moved to approve rearranging the agenda to allow item 2B to be first on agenda, seconded by Bradburn; Unanimous approval. Podraza moved to approve consent agenda items building permit listing and planning board minutes, seconded by Dueling; Unanimous approval.

New Business:

Chris McGrew owns McGrew Trucking aka McGrew Real Estate Holdings, LLC regarding the warehouse property located at 2920 N. 5th Street. Plan to bring in rail containers remove palletized dry agricultural product. Supplement and nutrients for hog operations, this will only be a warehousing location, product will be in possession for about 2 days and then it is transported out to business. Motion by Ed second by Jay to conceptually support the proposed use of the building and the proposed zoning changes needed to allow the type of business in the C/L District Expand the definition to of agricultural sales and services to include warehousing and amend the matrix to include this type of business in the C/L district. And will hold public hearing before sending recommendation to the City Council; and the planning board would recommend a conditional use permit with certain terms and conditions, most notably comply with any of the zoning regulations of the M1 and M2 district which is industrial. Developer intends to start within 60 days to make the

Item 2A

Zoning for CL (and CA) District

Two existing Carter Lake businesses are looking to build new buildings on Locust Street to add additional services to their business. The current zoning code and matrix do not allow for these services to exist along Locust St. corridor. The definition for *"Business Support Services"* is as follows: *Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, messenger and delivery services, custodial or maintenance services, and convenience printing and copying.*

OR

*Maintenance Facilities as defined is A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or sewer yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.*

The board agreed that language amendments to the current definition would allow these businesses to move forward with their expansions.

Motion by Palandri second by Gundersen that the planning board is in support of development of both projects with the understanding that some changes to the zoning regulations may be needed on the advice of the city attorney.

With no further comments, Palandri moved to adjourn seconded by Dueling at 7:30 p.m.

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Ed Palandri, Chairman

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Jackie Carl, City Clerk

**CITY OF CARTER LAKE  
JOB SPECIFICATION**

**POSITION:** Parks & Recreation Coordinator

**DEPARTMENT:** Parks

**IMMEDIATE SUPERVISOR:** City Council

**NATURE OF WORK:** Shall possess required skill, abilities and knowledge of principles and practices of planning and directing a citywide parks and recreation program, and of supervising and evaluating programs. Knowledge of community organizations and resources. Must have the ability to analyze community needs and to adopt a program to its particular requirements. Must have the ability to communicate in both oral and written forms, prepare records and reports; ability to prepare and deliver presentations and programs. Must have the ability to establish and maintain effective working relationships with the public, within the department, and with other departments.

**EDUCATION STANDARDS:** High School diploma or G.E.D., preferred college degree in recreation, physical education or a related field courses as it relates to recreation fields. Also knowledgeable in business and office practices to include clerical and computer work. Experience in administering parks and recreation activities is preferred. Must have the ability to work with the public. Must possess a valid motor vehicle operator's license.

**FUNCTIONS OF POSITION:** Develops, coordinates and directs a broad, diversified parks and recreational program of activities and services for all ages. Plans, coordinates and directs the development and utilization's of City parks and recreation facilities with other departments, schools and civic organizations. Hires seasonal concession workers and oversees the operation of the two concession stands. Obtains volunteer coaches for different sports activities and obtains umpires and referees as needed.

The Parks and Recreation Coordinator is hired by the City Council and is evaluated for merit review by the City Council. The Parks and Recreation Coordinator is a part time position This position is a hourly position.

This form is used to provide a general description of job duties. It is not intended to be used as a training device or to define the limits of job duties performed by the employee.

**CITY OF CARTER LAKE  
JOB SPECIFICATION**

**POSITION:** Assistant Maintenance Supervisor/Maintenance worker

**DEPARTMENT:** Maintenance

**IMMEDIATE SUPERVISOR:** Maintenance Supervisor

**NATURE OF WORK:** Work includes operation, maintenance and use of City vehicles, equipment and the performance of skilled and semi-skilled functions related to maintenance, repair and replacement of streets, water mains, sewers and facilities including construction of new facilities and systems. Must have ability to operate all city vehicles and equipment as needed. Will perform supervisory functions in the absence of the supervisor and be able to handle all paperwork including reports, budgets, etc. in the absence of the supervisor as well as attend any meetings in the absence of the Supervisor.

**EDUCATION STANDARDS:** High School diploma or G.E.D. Experience and skills in operating various equipment as well as specialized hand equipment. Knowledge and/or experience in construction work as it relates to streets, water and sewer facilities and maintaining buildings. Must possess a current valid driver's license with the ability to obtain a commercial driver's license if needed. Shall be certified water technician under State of Iowa guidelines.

**FUNCTIONS OF POSITION:** Responsible in assisting in the planning, design, construction and maintenance of City public works to include water and sewer systems. Must be able to perform all aspects of supervisor position in the absence of the supervisor. Assists work crews with the installation of sidewalks, retaining walls, curbs and gutters. Helps with the removal of snow and sanding. Must establish and maintain effective working relationships within the department and with other departments as well as the public. Must test the drinking water under State of Iowa guidelines and other duties as assigned.

The Assistant Maintenance Supervisor/Maintenance worker position is hired by the Maintenance Supervisor and is evaluated for merit review by the Maintenance Supervisor. The Assistant Maintenance Supervisor/Maintenance worker position is full time with full time benefits as outlined in the personnel manual.

This form is used to provide a general description of job duties. It is not intended to be used as a training device or to define the limits of the job duties performed by the employee.

**ITEMS TO INCLUDE ON AGENDA FOR MARCH 15, 2021**

**CITY OF CARTER LAKE, IOWA**

Not to exceed \$4,200,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

March 15, 2021

The City Council of the City of Carter Lake, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$4,200,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, in order to provide funds to pay the costs of (a) the construction of a community center project, including site work, furnishing, equipping, renovations and construction of additions, together with miscellaneous related work; and (b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City including refunding the Series 2015B Notes, for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published as provided by Sections 423B.9(4), of the Code of Iowa.

The Mayor asked the Clerk whether any petition had been filed in the Clerk's Office, as contemplated in Section 423B.9(4) of the City Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing General Obligation Local Option Sales and Services Tax Capital Loan Notes, be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$4,200,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO  
EXCEED \$4,200,000 GENERAL OBLIGATION LOCAL  
OPTION SALES AND SERVICES TAX CAPITAL LOAN  
NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$4,200,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of (a) the construction of a community center project, including site work, furnishing, equipping, renovations and construction of additions, together with miscellaneous related work; and (b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City including refunding the Series 2015B Notes, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.



NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARTER LAKE, STATE OF IOWA:

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$4,200,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 15th day of March, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

I, the undersigned City Clerk of the City of Carter Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)

**ITEMS TO INCLUDE ON AGENDA FOR MARCH 15, 2021**

**CITY OF CARTER LAKE, IOWA**

Not to exceed \$1,828,000 Sewer Revenue Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

March 15, 2021

The City Council of the City of Carter Lake, State of Iowa, met in regular session at Carter Lake City Hall, 950 Locust Street, at 7:00 P.M., on the above date.

☐ The Council met in person in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa.

☐ The Council determined that it is impossible and impractical for all members of the Council, staff and members of the public to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Council has provided public access to the electronic meeting.

There were present Mayor Ronald Cumberledge, in the chair, and the following named Council Members:

Jason Gundersen, Pat Paterson, Keebie Kessler, Denise Teeple and  
Jackie Wahl

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,828,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF CARTER LAKE, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: Jason Gundersen, Pat Paterson, Keebie Kessler, Denise Teeple and Jackie Wahl

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE  
AUTHORIZATION OF A LOAN AGREEMENT AND THE  
ISSUANCE OF NOT TO EXCEED \$1,828,000 SEWER  
REVENUE CAPITAL LOAN NOTES OF THE CITY OF  
CARTER LAKE, STATE OF IOWA, AND PROVIDING FOR  
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Carter Lake, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of Sewer Revenue Capital Loan Notes, to the amount of not to exceed \$1,828,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan Agreement and Notes; and

WHEREAS, the Issuer has applied for a loan with the United States of America (the "Government"), acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) pursuant to which the Government has agreed to purchase the Issuer's notes and has requested that such note be issued as a single note in a denomination equal to the total amount of the issue as authorized by Sections 384.24A and 384.83; and

WHEREAS, before the Loan Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARTER LAKE, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at Carter Lake City Hall 7:00 P.M., on the 19th day of April, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$1,828,000 Sewer Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, improving, repairing and equipping of all or part of the Municipal Sewer Utility, including repairing and relining sewer collection system piping, repairs to manholes, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for said project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: April 14, 2021; but not earlier than March 31, 2021)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY  
OF CARTER LAKE, STATE OF IOWA, ON THE MATTER OF  
THE PROPOSED AUTHORIZATION OF A LOAN  
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED  
\$1,828,000 SEWER REVENUE CAPITAL LOAN NOTES, AND  
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Carter Lake, State of Iowa, will hold a public hearing on the 19th day of April, 2021, at 7:00 P.M., in the Council Chambers, City Hall, 950 Locust Street, Carter Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$1,828,000 Sewer Revenue Capital Loan Notes, to provide funds to pay the costs of acquisition, construction, reconstruction, extending, improving, repairing and equipping of all or part of the Municipal Sewer Utility, including repairing and relining sewer collection system piping, repairs to manholes, and related site improvements, and refunding any outstanding Project Notes with accrued interest thereon issued in payment for said project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer Utility.

The proceeds of the Sewer Revenue Capital Loan Notes may be applied to pay project costs directly or to pay interim Project Notes which the City will issue in the approximate amount of not to exceed \$1,828,000 in anticipation of the future receipt of funds or note proceeds applicable to the foregoing project and purpose.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Carter Lake, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 1st day of April, 2021.

Jackie Carl

---

City Clerk, City of Carter Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 15th day of March, 2021.

---

Ronald Cumberledge, Mayor

ATTEST:

---

Jackie Carl, City Clerk



# CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

I, the undersigned City Clerk of the City of Carter Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 15<sup>th</sup> day of March, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)

# CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Carter Lake, in the County of Pottawattamie, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF  
CARTER LAKE, STATE OF IOWA, ON THE MATTER OF THE PROPOSED  
ISSUANCE OF NOT TO EXCEED \$1,828,000 SEWER REVENUE CAPITAL  
LOAN NOTES, OF THE CITY OF CARTER LAKE, AND THE HEARING  
ON THE ISSUANCE THEREOF

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Daily Non\_\_\_\_\_", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2021.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk, City of Carter Lake, State of Iowa

(SEAL)

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF CARTER LAKE RESOLUTION TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN.**

**WHEREAS,** emergencies, domestic incidents, and disasters transcend jurisdictional boundaries, making intergovernmental coordination essential in successful emergency response and recovery efforts; and

**WHEREAS,** Homeland Security Presidential Directive 5 (SHPD-5), Management of Domestic Incidents, requires all Federal departments and agencies to adopt NIMS and use it in their domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities; and

**WHEREAS,** the HSPD-5 required Federal departments and agencies to make the adoption and institutionalization of NIMS by State, Local, Tribal, and Territorial organizations as a condition for Federal preparedness assistance; and

**WHEREAS,** the NIMS doctrine for incident management applies to all levels of government and all response agencies in each jurisdiction; and

**WHEREAS,** the Pottawattamie County Emergency Management Agency has developed for use the Pottawattamie County NIMS Implementation Plan and under authority of Iowa Code §29C, the Pottawattamie County Emergency Management Commission has adopted said plan for execution; and

**WHEREAS,** the City Council deems it advisable and in the best interest to adopt said plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARTER LAKE** that the U.S. Department of Homeland Security, Federal Emergency Management Agency's National Incident Management System (NIMS) doctrine and Pottawattamie County National Incident Management System (NIMS) Implementation Plan be approved and adopted this day, and furthermore directs all subordinate agencies and departments within the jurisdiction to implement the provisions of said plan in coordination with the Pottawattamie County Emergency Management Agency.

**PASSED AND APPROVED THIS 15<sup>th</sup> DAY OF MARCH, 2021.**

\_\_\_\_\_  
Ronald Cumberledge, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Carl, City Clerk



Pottawattamie County Emergency Management Commission  
205 South Main Street, Council Bluffs, IA 51503

## Emergency Management & Homeland Security

**January 28, 2021**

**To:** Chief Elected Officials and/or appointed Chairs of the political subdivisions of  
Pottawattamie County, Iowa

**From:** Doug Reed, Director

**Cc:** Council and Board Members  
City Administrators and Chiefs of Staff  
City Clerks and Executive Assistants

**RE: Implementation of the provision of the *National Incident Management System (NIMS), Third Edition.***

Jurisdictional Leadership,

I hope this memo finds you well. This county has seen a whirlwind of activity since the floods of 2019. Considering a nine (9) month flood, a global pandemic that has now spanned nearly one (1) year, civil unrest, special events, dignitary visits, a general election cycle, and increasing social and political sensitivities and division; now more than ever, we must purpose to approach our response to threats and emergencies of any hazard in as much of a unified and coordinated manner as possible. There are many compelling reasons to do so, however, at the root: 1) It's a legal requirement under Iowa law; and 2) It's the prudent and responsible thing to do.

In December the Emergency Management Commission, the legal jurisdiction of authority for emergency management activities on behalf of our political subdivisions, approved a renewed National Incident Management System (NIMS) implementation plan. The increasing volume and intensity of events and incidents, personnel and elected official changeovers, and revisions to the NIMS requires a fresh look and a renewed commitment on behalf of all of us to ensure we are doing everything we can to be prepared for any hazard and to manage those incidents in the most collaborative, unified, effective, and efficient manner as possible.

With this in mind, the Commission recommends, encourages, and advises all political subdivisions of this county to adopt said plan by the provided resolutions included in the plan appendices.

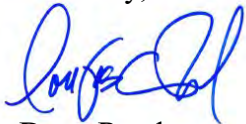
As elected leaders of your respective jurisdictions I encourage you to review the included NIMS Implementation Plan and respectfully request your adoption, by resolution, at your earliest convenience to enable us to continue our progress towards full NIMS implementation and compliance with legal requirements, national standards, and best practices. For your reference, I have also included in this correspondence our 2020-2023 Strategic Plan that describes additional initiatives towards countywide systemic improvements related to the countywide emergency management program.

Upon execution of the provided resolution for your jurisdiction, please forward a copy of the signed resolution for inclusion in our countywide NIMS compliance database. As elements of the plan are initiated, Emergency Management will coordinate with your applicable agencies and/or designated points of contact as we move forward in plan implementation.

If you have any questions regarding elements of this plan, feel free to contact me at any time. My contact information has been included at the bottom of this page for your quick reference.

We are excited to begin this initiative and look forward to our continuing partnership with all of our stakeholders to drive us into the future and that next level of preparedness, response, and recovery.

Sincerely,



Doug Reed  
Director

[dreed@pcema-ia.org](mailto:dreed@pcema-ia.org)

712.328.5777

712.242.6034



# National Incident Management System

*Pottawattamie County Implementation Plan*

December 2020

Emergency Management & Homeland Security  
205 S Main St, Council Bluffs, Iowa  
(712) 328-5777 | [pcema-ia.org](http://pcema-ia.org)





## Emergency Management & Homeland Security

### RESOLUTION 2020-02

#### POTTAWATTAMIE COUNTY EMERGENCY MANAGEMENT COMMISSION

*A RESOLUTION TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND  
POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN.*

- WHEREAS,** emergencies, domestic incidents, and disasters transcend jurisdictional boundaries, making intergovernmental coordination essential in successful emergency response and recovery efforts; and
- WHEREAS,** Homeland Security Presidential Directive-5 required Federal departments and agencies to make the adoption and institutionalization of the National Incident Management System (NIMS) by State, Local, Tribal, and Territorial organizations a condition for Federal preparedness assistance; and
- WHEREAS,** the NIMS doctrine for incident management applies to all levels of government and all response agencies in each jurisdiction; and
- WHEREAS,** the Emergency Management Agency has produced an implementation plan, that complies with the latest iteration of national standards, that will facilitate the adoption and institutionalization of the NIMS throughout the county; and
- WHEREAS,** Iowa Code, Chapter 29C and Iowa Administrative Code 605, Chapter 7 provides the statutory requirement and authority to the Commission to develop emergency management program components for implementation throughout the member political subdivisions of Pottawattamie County; and
- WHEREAS,** the Commission deems it advisable and in the best interest to adopt said plan;

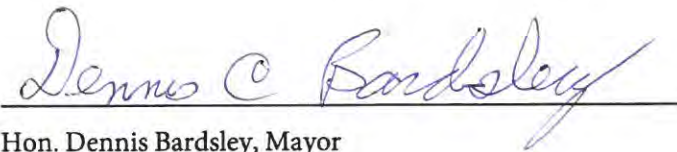
**NOW, THEREFORE, BE IT RESOLVED BY THE EMERGENCY MANAGEMENT COMMISSION OF POTTAWATTAMIE COUNTY, IOWA** that the U.S. Department of Homeland Security, Federal Emergency Management Agency's National Incident Management System (NIMS) doctrine and Pottawattamie County NIMS Implementation Plan be approved and adopted this day.

**BE IT FURTHER RESOLVED**, that all political subdivisions under the jurisdiction of the Commission are encouraged to adopt, by resolution, the National Incident Management System doctrine and the subject Implementation Plan at their earliest convenience.

The Director of Emergency Management is hereby directed to distribute said plan to the political subdivisions within Pottawattamie County and key stakeholder organizations for consideration and action; providing administrative assistance and technical support in their adoption and implementation thereof.

PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF December, 20 20.

**FOR THE EMERGENCY MANAGEMENT COMMISSION:**

A handwritten signature in blue ink, reading "Dennis C Bardsley", is written over a horizontal line.

Hon. Dennis Bardsley, Mayor

City of Underwood, Iowa

Emergency Management Commission Chair

**ATTEST:**

A handwritten signature in black ink, reading "Douglas C Reed", is written over a horizontal line.

Douglas C. Reed, Director

Emergency Management Agency





## Emergency Management & Homeland Security

December 1, 2020

### MEMORANDUM for EMERGENCY MANAGEMENT and HOMELAND SECURITY STAKEHOLDERS

**RE:** *Pottawattamie County National Incident Management System (NIMS)  
Implementation Plan and Guidance*

The attached subject plan defines the concept for the formal recognition, adoption, and implementation of the updated National Incident Management System (NIMS) throughout Pottawattamie County. NIMS provides a consistent nationwide doctrine to enable all government, private sector, and nongovernmental organizations to work together during domestic incidents of any hazard.

The NIMS is comprised of several tenets that work together as a system to provide a national framework for preparing for, preventing, responding to, and recovering from domestic incidents. The NIMS institutionalizes the Incident Command System and the way we plan, train, and manage emergencies at the federal, state, and local levels.

The policy of the Pottawattamie County Emergency Management Commission is to endorse NIMS and implement it as the foundational component to all emergency management and homeland security preparedness, response, and recovery operations throughout this county.

This implementation plan has been approved by the Emergency Management Commission and is effective for execution upon receipt.

**FOR THE EMERGENCY MAGEMENT COMMISSION:**

A handwritten signature in blue ink, appearing to read 'Doug Reed', is written over a light blue rectangular background.

Doug Reed, Director  
Emergency Management Agency

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## I. Introduction

### A. Purpose

This document establishes to the countywide strategy for the integration of the National Incident Management System (NIMS) into jurisdictional programs related to their preparedness, response, and recovery efforts toward incidents and events of any hazard.

The NIMS, initially adopted by jurisdictions in Pottawattamie County in 2005, has undergone significant changes and revision over time. Additionally, many jurisdictional officials, agency administrators, and field-level responders have left their positions through normal attrition.

The intense level and volume of significant incidents and large pre-planned events over the past three years has indicated the need to ensure that all personnel, from the elected official to the newest field responder, have a clear understanding of the guiding principles of the response framework within Pottawattamie County and the appropriate training and education to operationalize those concepts when needed.

### B. Authorities

1. [Iowa Code 2020, Chapter 29C – Emergency Management and Security](#)
2. [Iowa Administrative Code \[605\], Chapter 7 – Local Emergency Management](#)
3. [Public Law 93-288, as amended by the Robert T. Stafford Act \(PL100-707\)](#)

### C. References

1. [Public Law 107-296, Homeland Security Act of 2002](#)
2. [Presidential Policy Directive / PPD-8: National Preparedness](#)
3. [Homeland Security Presidential Directive / HSPD-5: Management of Domestic Incidents](#)
4. [U.S. DHS, Federal Emergency Management Agency \(FEMA\), National Incident Management System, Third Edition \(2017\)](#)
5. [NIMS Implementation Objectives \(2018\)](#)

## II. NIMS Background

### A. Essential Information

1. NIMS constitutes a Federal and State of Iowa directive for our compliance.
2. NIMS provides a consistent nationwide template to enable all government, private sector, and nongovernmental organizations to work together during domestic incidents.
3. NIMS is comprised of several components that work together as a system to provide a national framework for preparing for, preventing, responding to and recovering from domestic incidents.

### B. NIMS Components

Over the three revisions of NIMS, since 2005, the primary program components have been reduced from six topic areas to three. These components represent a building-block approach to incident management. Applying the guidance for all three components is vital to successful NIMS implementation. The three major components of NIMS for our local implementation include the following:

1. **Resource Management** describes standard mechanisms to systematically manage resources, including personnel, equipment, supplies, teams, and facilities, both before and during incidents in order to allow organizations to more effectively share resources when needed.
2. **Command and Coordination** describes leadership roles, processes, and recommended organizational structures for incident management at the operational and incident support levels and explains how these structures interact to manage incidents effectively and efficiently.
3. **Communications and Information Management** describes systems and methods that help to ensure that incident personnel and other decision makers have the means and information they need to make and communicate decisions.

### C. NIMS Compliance

1. Local, state, tribal and territorial jurisdictions are required to adopt NIMS. Homeland Security Presidential Directive / HSPD-5: Management of Domestic Incidents states:

“... Federal departments and agencies shall make adoption of the NIMS a requirement, to the extent permitted by law, for providing Federal preparedness assistance through grants, contracts, or other activities. The Secretary shall develop standards and guidelines for determining whether a State or local entity has adopted the NIMS.”

2. Example programs that have or continue to benefit partners in Pottawattamie County include, but are not limited to:

- Emergency Management Performance Grant (EMPG)
- Homeland Security Grant Program (HSGP)
- Assistance to Firefighters Grant Program (AFGP)
- Nonprofit Security Grant Program (NSGP)
- Hazard Mitigation Assistance Grants
- Public Health Emergency Preparedness Grants (PHEP)
- Hospital Preparedness Program Grants (HPP)

3. As part of grant program reporting, individual agencies may be required to report their NIMS compliance activity from their internal perspective. When directed by state or federal authorities, the Emergency Management Agency will submit NIMS compliance data for the entire countywide jurisdiction for comparison and auditing purposes.

### III. Concept of Implementation

#### A. Overview

The Federal Emergency Management Agency (FEMA) has developed the NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions document to guide stakeholders across the whole community to create a nationwide unity of effort regarding NIMS implementation.

This document will be utilized as the foundation for the implementation of NIMS doctrine across Pottawattamie County. A vision for each NIMS component will be identified and extrapolated out to one or more implementing objectives per component. Each federally established objective will then identify example indicators of compliance. These indicators will be developed to show the Pottawattamie County equivalent indicator or activities required to meet the given objective.

#### B. Responsibilities

1. **Pottawattamie County Emergency Management Agency** will be responsible for assessing and evaluating implementation requirements as it relates to the overall emergency management stakeholder community and program. The agency will serve as the countywide NIMS coordinating and compliance entity. Some duties include, but are not limited to:
  - Developing and maintain this Implementation Plan and associated documents.
  - Coordinating implementation activities across the whole community.
  - Facilitating required planning updates and the development of supporting plans related to NIMS implementation and compliance.
  - Maintain a centralized NIMS compliance database for local assessments, ongoing activities, and validation for federal grant and programmatic requirements related to NIMS.
2. **Pottawattamie County Emergency Management Commission** will be responsible for the review and approval of this implementation plan, associated documents, and the indicators/tasks to be completed throughout the county. Upon approval, this plan will be distributed to local jurisdictions and appropriate nongovernmental organizations for execution. The derivative authority for this action is contained within:

[Iowa Code §29C](#)

- **§29C.9(6)** - The commission shall determine the mission of its agency and program and provide direction for the delivery of the emergency management services of

planning, administration, coordination, training, and support for local governments and their departments.

- §29C.9(7) - The commission shall delegate to the emergency management coordinator the authority to fulfill the commission duties as described in the department's administrative rules.

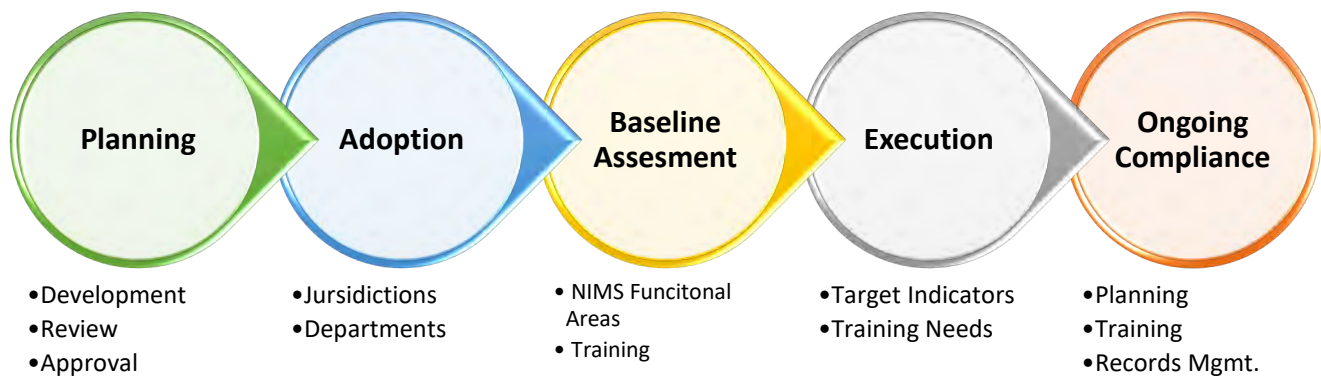
[Iowa Administrative Code \[605\] Chapter 7](#)

- 7.3(4)(a)(6) - Provide direction for the delivery of the emergency management services of planning, administration, coordination, training, exercising, and support for local governments and their departments.
  - 7.3(4)(a)(7) - Coordinate emergency management activities and services among county and city governments and the private sector agencies under the jurisdiction of the commission.
  - 7.3(4)(e)(2) - The commission shall establish and maintain the capability to effectively direct, control and coordinate emergency and disaster response and recovery efforts.
  - 7.3(4)(e)(4) - The commission should actively support use of the Incident Command System (ICS) model by all emergency and disaster response agencies within the jurisdiction.
3. **Pottawattamie County Board of Supervisors**, upon recommendation of their appointed Emergency Management Commissioner, adopt by resolution the National Incident Management System and ensure all subordinate departments implement the identified actions to achieve compliance.
  4. **City Councils**, upon recommendation of the Mayor, the city's appointed Emergency Management Commissioner, adopt by resolution the National Incident Management System and ensure all subordinate departments implement the identified actions to achieve compliance.
  5. **County and Municipal Departments and Agencies**, upon receipt of notification, utilize the provisions of the Pottawattamie County NIMS Implementation Plan to assist in working toward individual NIMS compliance by integrating NIMS standards into applicable internal

planning, training, policy, and guidelines. Participate, as requested, in the development and sustainment of implementing programs in collaboration with the Emergency Management Agency.

6. **Nongovernmental Organizations (NGOs)** with identified roles and responsibilities within the Pottawattamie County Comprehensive Emergency Plan (CEP), approve by policy their commitment to working towards NIMS compliance in partnership with the Emergency Management Agency as a community stakeholder.

### C. Implementation Methodology



## IV. NIMS Implementation: Components, Vision, Objectives, and Target Indicators

### A. General

1. **Vision:** The vision of this component is to ensure appropriate policies and processes are in place to support NIMS implementation.
2. **Objectives:**
  - a. **Objective #1:** Reaffirm the National Incident Management System (NIMS) throughout the jurisdiction, by adoption, in our collective commitment to prevent, protect against, mitigate, respond to, and recover from incidents. See *Appendix A and B – Jurisdiction Adoption Documents*



- b. [Objective #2](#): Designate and maintain a point of contact (POC) to serve as the principal coordinator for the implementation of NIMS.
- c. [Objective #3](#): Develop a NIMS Training Program and ensure that incident personnel receive pertinent NIMS training in alignment with the NIMS Training Program. See *Annex 2 – NIMS Training Program*

## B. Resource Management

1. **Vision:** Develop a method that provides consistent, interoperable identification, management, and sharing of incident resources.
2. **Objectives:**
  - a. [Objective #4](#): Identify and inventory deployable incident resources consistent with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool (See, NIMS, pages 6-7).
  - b. [Objective #5](#): Adopt NIMS terminology for the qualification, certification, and credentialing of incident personnel. (See, NIMS, page 8) Develop or participate in a qualification, certification, and credentialing program that aligns with the National Qualification System (NQS) is recommended, but not required.
  - c. [Objective #6](#): Use the NIMS Resource Management Process during incidents (See, NIMS, page 12):
    - identify requirements,
    - order and acquire,
    - mobilize,
    - track and report,
    - demobilize, and
    - reimburse and restock.
  - d. [Objective #7](#): At the jurisdictional level, develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations).

### C. Command and Coordination

1. **Vision:** Create and ensure a capability and capacity for integrated decision making and unity of effort among all incident personnel exists.
2. **Objectives:**
  - a. [Objective #8](#): Apply the Incident Command System (ICS) as the standard approach to the on-scene command, control, and coordination of incidents.
  - b. [Objective #9](#): Implement a Joint Information System (JIS) for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders.
  - c. [Objective #10](#): Use Multiagency (MAC) Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation.
  - d. [Objective #11](#): Organize and manage Emergency Operations Centers (EOCs) and EOC teams consistent with pertinent NIMS guidance.

### D. Communications and Information Management

1. **Vision:** Ensure all incident information gets to who it needs to, when it needs to, and in a means they can understand.
2. **Objectives:**
  - a. [Objective #12](#): Apply plain language and clear text communications standards.
  - b. [Objective #13](#): Enable interoperable and secure communications within and across jurisdictions and organizations.
  - c. [Objective #14](#): Develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness.

## E. Target Indicators of Compliance

1. Each implementation objective within the NIMS components will require locally specific actions to achieve. These “target indicators” will be the efforts taken across the whole community to implement the identified objectives and provide the foundation from which we can measure, attain, and validate compliance within NIMS.
2. The target indicators for the implementation of objectives within this section can be found at *Annex 1 – Target Indicators of Compliance*, or “TIC Sheet.”

## V. Conclusion

NIMS and its revisions are the practitioner level doctrine by which we formulate the strategies and culture to respond and recover with unity of effort as a county. The expectation of our citizens is that we will be there and be prepared in their time of need. This updated implementation of NIMS throughout our emergency management community will help drive us to meeting that expectation.

Since the catastrophic wildfire in 2005, before NIMS was institutionalized in Iowa, we have made great strides in incident management. Lessons learned from other major events in 2011, 2019, and 2020 have shown us areas for collective improvement. This initiative, as part of the overall emergency management and homeland security strategy for Pottawattamie County, will drive us to a higher level of collaboration and incident management.

## Annex #1 – Target Indicators of Compliance

### NIMS General Components

GENERAL	OBJECTIVES		IMPLEMENTATION TASKS		PRIMARY ENTITY	TARGET DATE
	1.	Adopt the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents.	1a.	Commission approval of NIMS Implementation Plan which calls for local jurisdiction adoption by resolution.	EMA Commission	12-17-2020
			1b.	Provide approved plan and resolution to jurisdictions with a requested suspense date. Attend meetings to address questions.	EMA	1-5-2021
			1c.	Distribute notice to EM Stakeholders with implementation guidance upon passage by jurisdiction officials.	EMA	2-1-2021
			1d.	Complete revision of all major components of the County Comprehensive Emergency Plan (CEP). Primary focus on the Basic Plan and ESFs. Supplemental work on Parts B and C to be conducted after Part A approval.	EMA Stakeholders	12-31-2021
	2.	Designate and maintain a point of contact (POC) to serve as the principal coordinator for the implementation of NIMS.	2a.	By resolution, the EM Commission designates the EMA Director as the principal NIMS POC.	EMA Commission	12-17-2020
	3.	Develop a NIMS Training Program and ensure that incident personnel receive pertinent NIMS training in alignment with the NIMS Training Program.	3a.	EMA will develop and distribute, as part of this plan, a NIMS Training Program that conforms to national standards.	EMA	2-1-2020

## Annex #1 – Target Indicators of Compliance

### NIMS Resource Management Components

RESOURCE MANAGEMENT	OBJECTIVES		IMPLEMENTATION TASKS	PRIMARY ENTITY	TARGET DATE
	4.	Identify and inventory deployable incident resources consistent with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool.	4a.	Stakeholders will collaborate to inventory response resources. These resources will be programmed into the statewide resource management database. Titles and positions will be consistent with the RTLT, as applicable.	Response Agencies EMA Ongoing
	5.	Adopt NIMS terminology for the qualification, certification, and credentialing of incident personnel. (See, NIMS, page 8) Develop or participate in a qualification, certification, and credentialing program that aligns with the National Qualification System (NQS) is recommended, but not required.	5a.	EMA will continue its participation in the statewide resource typing working group which is establishing personnel qualification definitions and guidelines. Internally, the county will work to credential ICS personnel to qualify as a recognized IMT as well as pre-designated EOC personnel.	Response Agencies EMA Ongoing
	6.	Use the NIMS Resource Management Process during incidents (See, NIMS, page 12).	6a.	Update ESF #7 to ensure consistency with current NIMS guidance and include provisions developed during Covid-19 response as part of standard protocol.	EMA 3-1-2021
			6b.	Provide education to stakeholders on the standard logistics and resource management process once updates are completed and approved.	EMA 4-1-2021
	7.	At the jurisdictional level, develop, maintain, and implement mutual aid agreements.	7a.	Response stakeholders identify existing mutual aid agreements for inclusion in resource management processes when needed and forward basic agreement data to Emergency Management.	Response Agencies 4-1-2021
			7b.	All organizations identify where mutual aid agreements should be executed and coordinate the acquisition of agreements with Emergency Management under provisions of Iowa Code §29C and/or §28E.	Response Agencies 9-30-2021
			7c.	Emergency Management creates a database of executed mutual aid agreements that catalogues agreement parties, expiration dates, and primary reciprocal resources provided.	EMA 9-30-2021

## Annex #1 – Target Indicators of Compliance

### NIMS Command and Coordination Components

OBJECTIVES		IMPLEMENTATION TASKS		PRIMARY ENTITY	TARGET DATE
COMMAND & COORDINATION	8.	8a.	Apply the Incident Command System (ICS) as the standard approach to the on-scene command, control, and coordination of incidents.	EMA Commission Local Jurisdictions	12-17-2020
		8b.	Update, as needed, all ICS references within applicable components of the County Comprehensive Emergency Plan (CEP), policies, procedures, and local SOPs/SOGs.	EMA Response Agencies	9-30-2021
		8c.	Facilitate implementation of the ICS Training Program across the county to provide knowledge and skills necessary to operationalize ICS in actual response.	EMA Elected Officials	Ongoing
	9.	9a.	Implement a Joint Information System (JIS) for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders.	ESF-15 Working GP EMA	12-31-2021
		9b.	Incorporate training provisions identified under IAC and NIMS standards into the county NIMS Training Program.	EMA	9-30-2021
		9c.	Ensure jurisdictional officials adopt the provisions of NIMS JIS standards as part of their adopting resolutions.	EMA Elected Officials	2-1-2021
	10.	10a.	Use Multiagency (MAC) Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation.	EMA	9-30-2021
		10b.	Develop MAC/P Group SOGs and job aids to guide operations during incidents to ensure designated officials fulfill their authority and responders are aware of that authority.	EMA	9-30-2021
	11.	11a.	Organize and manage Emergency Operations Centers (EOCs) and EOC teams consistent with pertinent NIMS guidance.	EMA	9-30-2021
		11b.	Incorporate training and personnel qualifications into EOC planning and management.	EMA	12-31-2021

## Annex #1 – Target Indicators of Compliance

### NIMS Communications and Information Components

COMMUNICATIONS AND INFORMATION MANAGEMENT	OBJECTIVES		IMPLEMENTATION TASKS	PRIMARY ENTITY	TARGET DATE
	12.	Apply plain language and clear text communications standards.	12a. Provision has been incorporated into operational policies and procedures since 2005 with exceptions for sensitive law enforcement information exchange. The renewal of NIMS and recognition of ICS, along with continued training will enhance and bolster this objective.	Response Agencies	Ongoing
	13.	Enable interoperable and secure communications within and across jurisdictions and organizations.	13a. This provision has been incorporated into operational practices through use of WebEOC, HAN, local email systems, public safety radio and encrypted radio communications, and Alert Iowa system for internal alerting and notifications.	EMA	Ongoing
	14.	Develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness.	14a. Update ESF-5 and appropriate plan/guideline elements to clearly communicate information exchange requirements supported by adoption of NIMS and updated plans by the Commission and local jurisdictions.	EMA	9-30-2021
			14b. Ensure inclusion of information management requirements within applicable training programs and planning sessions.	EMA	9-30-2021

## Annex #2 – NIMS Training Program

### Pottawattamie County NIMS Implementation Plan

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#### Introduction

In 2017, FEMA revised NIMS to incorporate lessons learned, best practices, and changes in national policy, including updates to the National Preparedness System. This NIMS Training Program, updated and released by FEMA in 2020, incorporates the revised NIMS content and clarifies recommended training for incident personnel. This training program supersedes all prior versions of NIMS training and will be incorporated into the county multi-year training plan scheduled for development in 2021.

The effectiveness of NIMS hinges on how well incident personnel at all levels understand their roles and responsibilities. Training is critical to building a common understanding and ensuring that responders apply NIMS concepts across disciplinary and jurisdictional lines.

This training program outlines a path for implementing and maintaining NIMS and provides guidance for Authorities Having Jurisdiction (AHJ). The NIMS Training Program has the following objectives:

1. Describe the countywide approach to NIMS training;
2. Define NIMS training for all incident personnel;
3. Provide guidance to individuals and organizations required or wishing to pursue advanced qualifications;
4. Define components of an organizational training plan; and
5. Define roles and responsibilities at all levels to provide consistent NIMS training on a national scale.

#### NIMS Training Responsibilities

[Emergency Management Agency](#) – will coordinate and facilitate the implementation of NIMS standard across the county with stakeholder organizations. Standards developed build on FEMA’s minimum NIMS training standards and recommendations to determine training necessary for incident personnel based on partner agency needs and the needs identified with the Comprehensive Emergency Plan (CEP).

Emergency Management is responsible for the following:

- Managing and maintaining NIMS;
- Defining the NIMS Implementation Objectives;
- Defining minimum NIMS training requirements for incident personnel;
- Collaborating with stakeholders to lead the development and refinement of NIMS operational tools, recordkeeping and supporting guidance, including this training program;
- Certifying local instructors that meet adopted standards;
- Issuing certificates of completion for individuals who complete NIMS-related courses conducted locally; and



- Defining minimum qualification criteria, including minimum training for many deployable positions that are included in the National Qualification System (NQS).

Elected Officials and Agency Administrators – are responsible for participating in and supporting the efforts of Emergency Management noted above, and:

- Ensuring NIMS implementation within their jurisdiction/organization;
- Ensuring that recipients of Federal preparedness grants, contracts, and other programs, under their administration are implementing NIMS; and
- Identifying the Emergency Support Function (ESF) capabilities, roles, and tasks that enable them to fulfill their authorities/responsibilities.
- Determining necessary refresher training for personnel;
- When implementing NQS: Referring to the NIMS Guideline for the NQS, NQS Job Titles/Position Qualifications, and NQS PTBs, as applicable.

Implementing Organizations, Departments, and Agencies – local governmental, non-governmental, and private sector stakeholders with a role in emergency and disaster response and recovery are responsible for the following:

- Developing and maintaining organizational provisions to meet NIMS training standards, in coordination with local emergency management plans;
- Ensuring that personnel meet the minimum training standards;
- Support participation in advanced and additional recommended training;
- Identifying the appropriate personnel to receive NIMS training based on their level of incident responsibility, in coordination with local emergency management plans;
- Communicating NIMS training requirements to personnel;
- Maintaining internal training records and reporting NIMS compliance data to Emergency Management;
- Ensuring that courses delivered meet FEMA’s minimum standards; and
- Encouraging partner organizations, including NGOs and private sector entities with roles in incident management, to participate in NIMS training.

Identified Instructors – are responsible for the following:

- Maintain appropriate qualifications;
- Utilize most current training content for classes; and
- Reporting training data to Emergency Management.

Incident Personnel – are responsible for the following:

- Completing NIMS training according to their level of incident responsibility; and
- Providing training records/certificates to their organization.

## Deployable Personnel Qualifications

NIMS uses a performance-based approach to guide responders' professional development and ensure that personnel deployed through mutual aid have the knowledge, experience, training, and capability to fulfill their assigned roles.

Common personnel qualifications provide a consistent national baseline for certifying and credentialing incident management, incident support, and emergency management personnel (See Figure 1). FEMA publishes minimum training requirements for specific positions in documents called Job Titles/Position Qualifications. The Resource Typing Library Tool (RTLTL) is a master resource catalog that includes national resource typing definitions and Job Titles/Position Qualifications for commonly shared and deployed resources across all core capabilities.

It is a desire within the county to credential key personnel who can serve in multijurisdictional and/or multidisciplinary ICS and EOC roles both in Pottawattamie County or in support of other jurisdictions in Iowa.



Figure 1: Credentialing Flowchart

As the county progresses through NIMS Implementation and establishing a current NIMS baseline of training, stakeholders will utilize best practices within recognized credentialing programs (e.g., National Qualification System, AHIMTA Interstate Incident Management Qualification System, etc.) to establish the countywide method of credentialing ICS and EOC roles that can serve as an intra- or inter-county deployable response asset.

## NIMS Core Curriculum

Individual Training Requirements by Focus Area & Responsibility	
NIMS training guidelines are based on an individual's level of incident responsibility rather than on agency, rank, or discipline. This is because of variations in position responsibilities across different organizations. An individual's level of incident responsibility includes both the position within the incident management structure and the incident's complexity.	
Command and Coordination System Focus Areas	
<b>ICS</b> (field, tactical)	Responsible for tactical activities on-scene
<b>EOC</b> (direction, control, coordination)	Responsible for operational & strategic coordination, resource acquisition, and information gathering, analysis, and sharing
<b>JIS PIO's</b> (ICS, EOC)	Responsible for the outreach & communication to the media and the public
<b>MAC/P</b> (EOC)	Responsible for policy guidance and senior-level decision-making
Individual Responsibilities within Focus Areas	
<b>All Incident Personnel</b>	Associated courses provide the foundational knowledge to help nonsupervisory incident personnel understand where they fit in the overall incident structure. Many incident personnel never advance beyond these baseline courses.
<b>Leadership Responsibilities</b>	Associated courses provide additional background on external incident management systems for mid-level incident personnel responsible for establishing the initial incident command or for those preparing for a future supervisory role.
<b>Designated Leaders</b>	Courses provide enhanced knowledge and increased comfort in using NIMS structures and processes, for senior level incident personnel. Trainees are typically those designated as ICS or EOC leaders/supervisors for large or complex incidents that extend beyond a single operational period and generate an Incident Action Plan (IAP).

*Personnel should complete all courses for their Focus Area and level of responsibility. Some personnel may serve multiple Focus Areas. Advanced training is available for all Focus Areas but is not necessary for FEMA preparedness grant eligibility.*

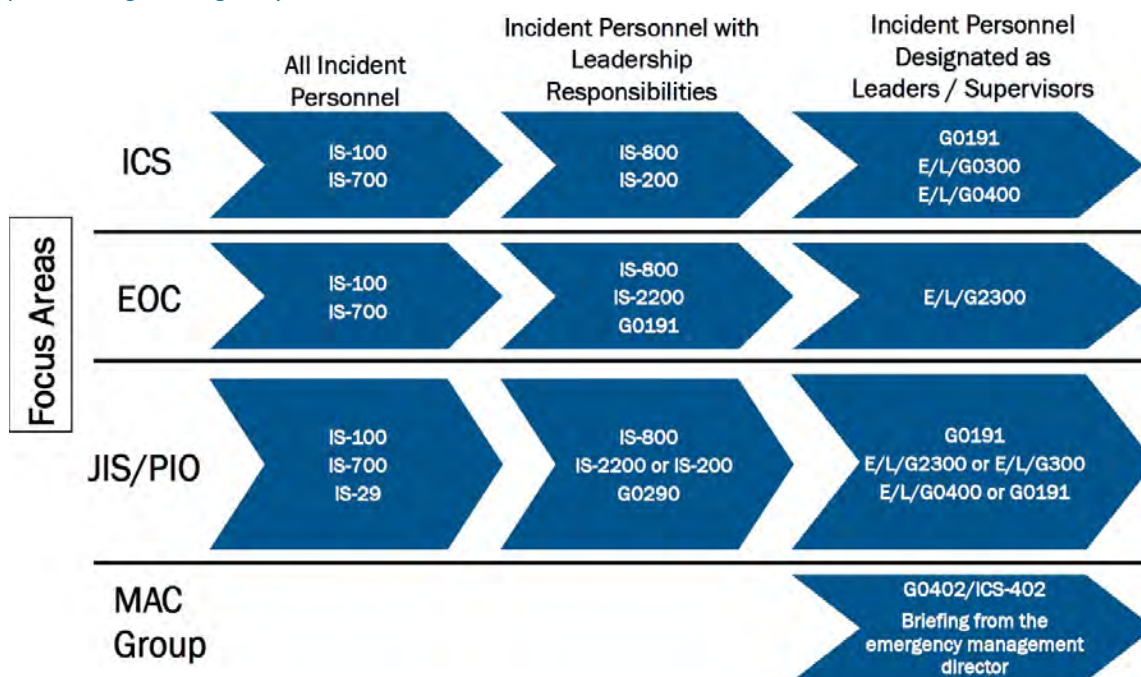
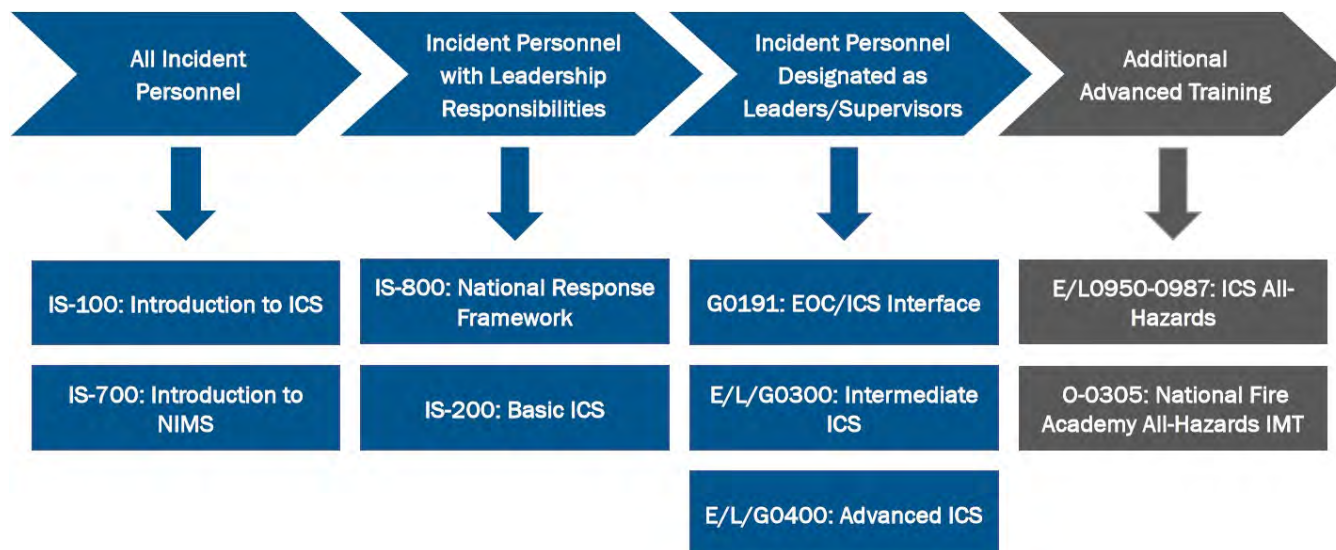
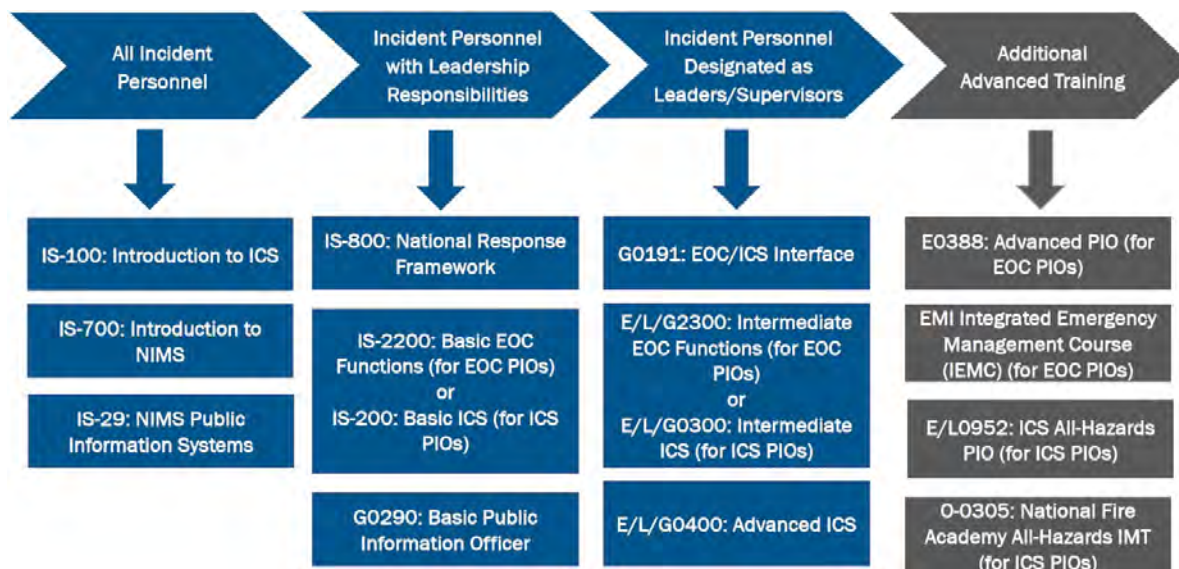


Figure 2 - Basic training to meet federal grants/contracts requirement. Course numbers in Figure 2 are detailed in the following training progressions.

**ICS Focus Area Training Progression** - Personnel who will operate within ICS (field personnel) follow the ICS training progression.

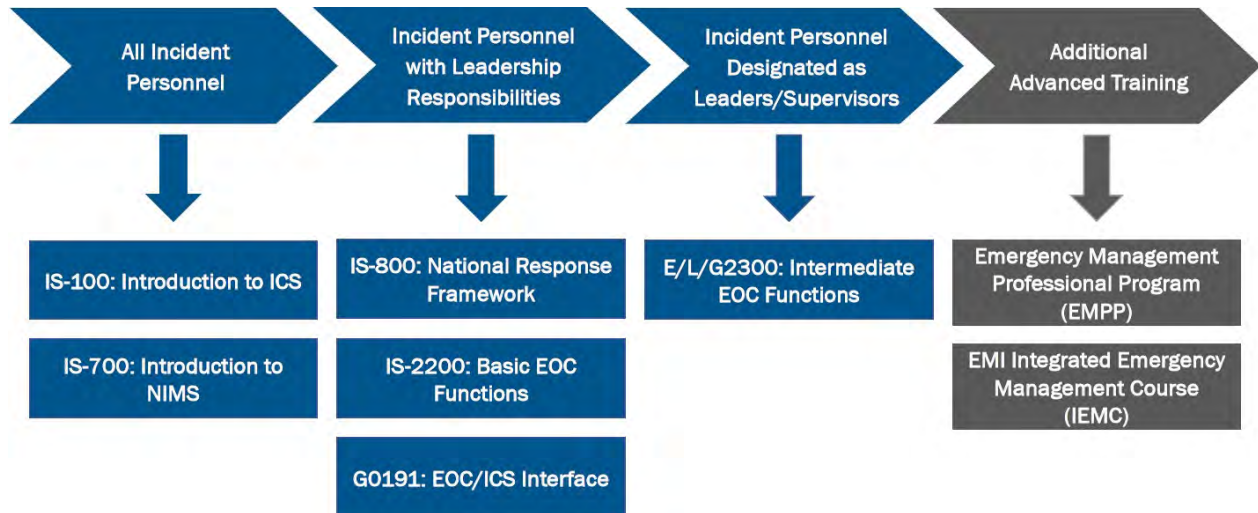


**EOC Focus Area Training Progression** - Personnel who staff an EOC follow the EOC training progression.

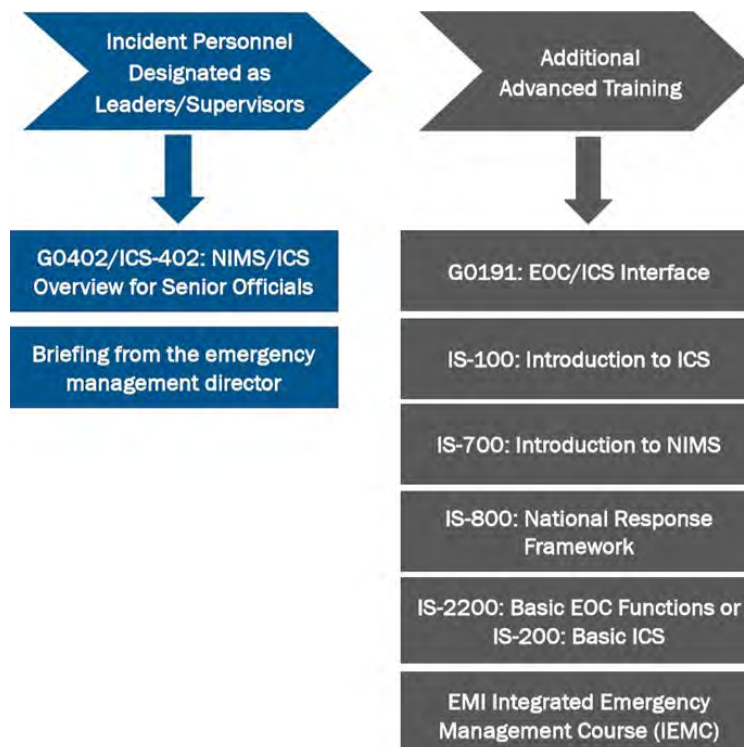




**JIS/PIO Training Progression** - The JIS integrates incident information and public affairs into a cohesive organization and cuts across the three levels of incident management (on-scene/tactical, center/coordination, and policy/strategic) and helps ensure coordinated messaging among all incident personnel. JIS/PIO personnel, whether assigned to work in an ICS or an EOC environment, should follow the JIS/PIO Training Progression.



**MAC/Executive Policy Group Training Progression** - MAC Groups, sometimes called Policy Groups, typically consist of elected officials, agency administrators or organizational executives or their designees. Executives and senior officials, whether elected or appointed, must have a clear understanding of their roles and responsibilities for successful emergency management and incident response. To that end, it is vital that they receive NIMS training.



## NIMS Core Training Plan

**Audience** – This training plan applies to the following disciplines / stakeholders:

Discipline / Stakeholder	Emergency Support Function	Applicability
All Elected Officials	Executive Policy Group	Highly Recommended
City Administrator / Chief of Staff	Executive Policy Group	Mandatory
Law Enforcement	ESF 9, 13	Mandatory
Fire & EMS	ESF 4, 8, 9, 10	Mandatory
Emergency Management	ESF 2, 5, 6, 7, 15, 17	Mandatory
9-1-1 Communications	ESF 2	Mandatory
Public Works / Roads Departments	ESF 1, ESF 3, ESF 7	Mandatory
Public Health (including Mental Health)	ESF 8	Mandatory
Hospitals	ESF 8	Mandatory
Long-term Care Facilities	ESF 8	Recommended
Community Health Centers	ESF 8	Highly Recommended
K-12 Schools (state certified)	ESF 16	Highly Recommended
College / Higher Education	ESF 16	Recommended
Water Production Facilities	ESF 12	Recommended
Government Administrative Department Heads/Deputies	Various	Highly Recommended
Energy / Utility / Fuel Private Sector Partners	ESF 12	Encouraged
Business Organization Partners (Chambers, Associations, etc.)	ESF 14	Encouraged
Non-profit Human Service Administrators	ESF 6	Encouraged
Non-governmental Disaster Organizations (Red Cross, United Way, Salvation Army, etc.)	ESF 6, ESF 7	Encouraged

### Notes:

1. It is critical to ensure elected officials are educated on the standards associated with emergency and disaster response to better facilitate decision and policy-making during events as well as ensuring those under their authority are responding appropriately.
2. Private sector / non-profit / non-government partners are encouraged to participate to increase the functional capacity within the county to respond in a coordinated manner as well as to further integrate essential community partners into response and recovery efforts.
3. Government Administrative Departments Heads & Deputies should be educated on the basic principles of emergency and disaster response to aid with continuity of operations as well as when called upon to perform disaster related duties such as, but not limited to: finance & cost management, supplemental EOC administrative staff, damage assessment, etc.

[Training Requirements](#) – Requirements are determined by the most appropriate and/or likely incident position to be held by each person within your organization. However, this does not preclude anyone from seeking higher levels of training in preparation for new positions or to expand the knowledge base of the organization. Refer to Figure 2 – NIMS Basic Training and the following functional training progression charts to determine your needs. Questions can be clarified in coordination with Emergency Management.

[Attaining Training Courses](#) – Organizations have different options available to them, many at no or little cost. Some of the methods of obtaining training courses for your personnel include:

- Online Independent Study
- In-person Instruction (open class or specific to your organization)
- Virtual class instruction (In-person class by virtual platform or recorded sessions)

Emergency Management will announce open courses to stakeholders with registration information and details as they are available. These may be local presentations or classes presented via a distance learning option through Iowa Homeland Security or a National Training Consortium partner.

To schedule a class specific for your organization, contact Emergency Management.

[NIMS Instructors](#) – Local instructors will meet FEMA recommendations to teach courses required under the program. Emergency Management will build a NIMS Basic Courses Instructor Cadre in order to help accommodate stakeholder schedules and training availability.

Instructor requirements include, but are not limited to:

- FEMA ICS E/L0449, Train the Trainer; **OR**
- Holds a certification from a recognized program of instruction or hold a recognized qualification in techniques of instruction and adult education methodologies.

*(EXAMPLES):*

- National Fire Academy education methodology course;
- NWCG Facilitative Instructor Course;
- Center for Domestic Preparedness Instructor Course;
- State certified fire, rescue, law enforcement, or EMS instructor courses;
- FEMA EMI E/L0141 – Instructional Presentation & Evaluation Skills;
- U.S. Army SGITC or ABIC (formerly TAITC);
- State teaching certificate; or
- Advance degree in education, educational psychology, or related program; **AND**
- Has taken the course they desire to teach as well as all prerequisites to that course.
- Instructor candidate can demonstrate experience and expertise in the subject matter they teach. The candidate should have experience within the past 5 years in real-world incident(s) lasting at least one operational period that involved an Incident Action Plan (IAP).

All NIMS rostered instructors will be responsible for:

- Completion of course rosters;
- Deliver course in compliance with NIMS and local standards;
- Administer authorized tests;
- Submit tests to certifying authority; and
- Request training certificates from Emergency Management.

If your organization has an instructor candidate that is interested in facilitating training for your organization as well as assisting with our other stakeholders, send a letter of recommendation to Emergency Management. The letter should include and validate any requirements outlined in this section as well as the full complement of candidate contact information.

Letters will be reviewed and assessed based on need, experience, subject knowledge, and any administrative requirements or restrictions of the candidate's home agency. In this partnership the home agency will compensate the instructor per normal internal policy. Emergency Management will provide all course materials, support materials, and coordinate class registrations and logistics.

[Centralized Training Records](#) – A past significant challenge related to NIMS compliance, specifically training, was the lack of a centralized repository for compliance. This proved challenging when reporting data to State or Federal authorities and often led to conflicting data points when reported by single agencies for grant audit purposes.

Under the revised NIMS program and this Implementation Plan, Emergency Management will maintain general records for NIMS compliance, including training. All NIMS, ICS and EOC training will be coordinated through Emergency Management. Certificates will be provided by Emergency Management or the specific course provider (Iowa HSEMD, TEEX, etc.). Training taken outside of this plan, such as at a conference, will need to be reported to Emergency Management for overall compliance tracking.

This does not and should not preclude organizations from maintaining their own records related to NIMS, ICS, and EOC topic trainings.

As training records are initiated, upon plan approval, NIMS related training will be added to the qualifications portion of the countywide emergency responder and government identification and credentialing system (Salamander / Iowa Responder).

#### [Initial and Refresher Training](#) –

- **Initial Training:** must be initiated within the first six (6) months of employment of the individual (full-time, part-time, temporary, or volunteer). Emergency Management can assist with determining the appropriate level of training based on the individual's position and responsibilities.
- **Refresher Training:** refresher training is important since skills, abilities, and knowledge lapse when individuals do not apply them directly and frequently. Due to changes in doctrine and policy, FEMA reviews and updates courses regularly, creating new course versions.

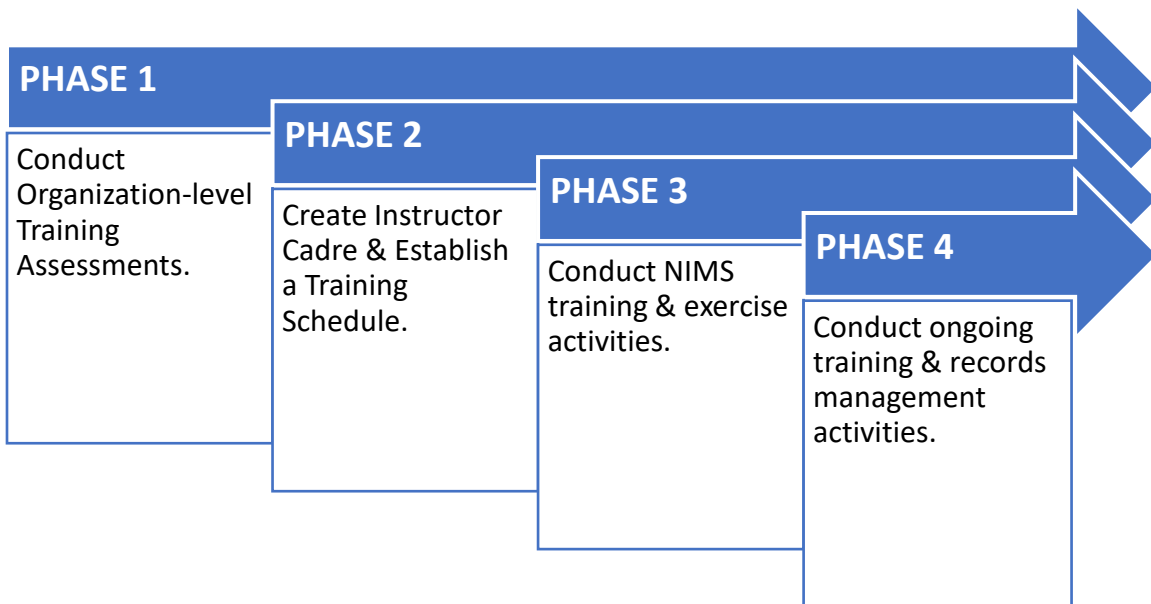


FEMA recommends as a best practice that incident personnel refresh their NIMS training every three years or when new course versions come out. New versions will be evaluated by Emergency Management and recommend, based on the significance of changes, if the course should be redistributed amongst stakeholder or if a simple training bulletin with updated information will be adequate.

For the purposes of program initiation, coordination, and management, once a training analysis is completed a specific date may be set by Emergency Management to align a common refresher schedule on a countywide basis. This methodology will provide opportunity for standard course scheduling, minimize administrative tracking burdens, and provide cost-savings by having a set common need throughout the county. This will require that after the baseline training compliance analysis is conducted that some individual refresher dates will be shortened or extended to accommodate countywide program alignment.

- **New employees with Previous Training:** compliance credit will be awarded for any new employees that can provide documentation of previous training as long as that training has occurred within the past three (3) years of the date of employment.
- **Employees with Increasing Responsibilities:** personnel that are promoted from ranks and file positions to positions of leadership may require attaining increased NIMS, ICS, and EOC training courses based on the training flowcharts previously illustrated. It is the responsibility of each organization to ensure these needs are communicated to Emergency Management or that the individuals are made aware to take advantage of announced advanced level courses that are made available. Administrators are encouraged to promote NIMS, ICS, and EOC courses as a standard part of their internal professional development programs.

## NIMS Training Plan Implementation



## Appendix A – County Resolution Document

**RESOLUTION NO. \_\_\_\_\_**

**COUNTY OF POTTAWATTAMIE RESOLUTION TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN.**

**WHEREAS,** emergencies, domestic incidents, and disasters transcend jurisdictional boundaries, making intergovernmental coordination essential in successful emergency response and recovery efforts; and

**WHEREAS,** Homeland Security Presidential Directive 5 (SHPD-5), Management of Domestic Incidents, requires all Federal departments and agencies to adopt NIMS and use it in their domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities; and

**WHEREAS,** the HSPD-5 required Federal departments and agencies to make the adoption and institutionalization of NIMS by State, Local, Tribal, and Territorial organizations as a condition for Federal preparedness assistance; and

**WHEREAS,** the NIMS doctrine for incident management applies to all levels of government and all response agencies in each jurisdiction; and

**WHEREAS,** the Pottawattamie County Emergency Management Agency has developed for use the Pottawattamie County NIMS Implementation Plan and under authority of Iowa Code §29C, the Pottawattamie County Emergency Management Commission has adopted said plan for execution; and

**WHEREAS,** the Board of Supervisors of Pottawattamie County deems is advisable and with best interest to adopt said plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVORS OF POTTAWATTAMIE COUNTY** that the U.S. Department of Homeland Security, Federal Emergency Management Agency’s National Incident Management System (NIMS) doctrine and Pottawattamie County National Incident Management System (NIMS) Implementation Plan be approved and adopted this day, and furthermore directs all subordinate agencies and departments within the jurisdiction to implement the provisions of said plan in coordination with the Pottawattamie County Emergency Management Agency.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.**

## Appendix B – City Resolution Document

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF \_\_\_\_\_ RESOLUTION TO ADOPT THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND POTTAWATTAMIE COUNTY NIMS IMPLEMENTATION PLAN.**

**WHEREAS,** emergencies, domestic incidents, and disasters transcend jurisdictional boundaries, making intergovernmental coordination essential in successful emergency response and recovery efforts; and

**WHEREAS,** Homeland Security Presidential Directive 5 (SHPD-5), Management of Domestic Incidents, requires all Federal departments and agencies to adopt NIMS and use it in their domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities; and

**WHEREAS,** the HSPD-5 required Federal departments and agencies to make the adoption and institutionalization of NIMS by State, Local, Tribal, and Territorial organizations as a condition for Federal preparedness assistance; and

**WHEREAS,** the NIMS doctrine for incident management applies to all levels of government and all response agencies in each jurisdiction; and

**WHEREAS,** the Pottawattamie County Emergency Management Agency has developed for use the Pottawattamie County NIMS Implementation Plan and under authority of Iowa Code §29C, the Pottawattamie County Emergency Management Commission has adopted said plan for execution; and

**WHEREAS,** the City Council deems is advisable and with best interest to adopt said plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_** that the U.S. Department of Homeland Security, Federal Emergency Management Agency’s National Incident Management System (NIMS) doctrine and Pottawattamie County National Incident Management System (NIMS) Implementation Plan be approved and adopted this day, and furthermore directs all subordinate agencies and departments within the jurisdiction to implement the provisions of said plan in coordination with the Pottawattamie County Emergency Management Agency.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.**

## Appendix C – Resources

### Doctrine, Guidance, and Resources

- [National Incident Management System](#)
- [NIMS Guideline for the National Qualification System](#)
- [Homeland Security Exercise and Evaluation Program \(HSEEP\)](#)
- [FEMA National Preparedness](#)
- [ICS Resource Center](#)
- [Resource Typing Library Tool \(RTL\)](#)
- [Iowa Comprehensive Resource Management & Credentialing System](#)

### Training Consortium Resources

- [Iowa Homeland Security & Emergency Management Statewide Training](#)
- [Emergency Management Institute \(EMI\)](#)
- [Center for Domestic Preparedness \(CDP\)](#)
- [National Fire Academy \(NFA\)](#)
- [National Domestic Preparedness Training Consortium \(NDPC\):](#)
  - [Energetic Materials Research & Testing Center, New Mexico Tech](#)
  - [National Center for Biomedical Research & Training, Louisiana State University](#)
  - [National Emergency Response and Recovery Training Center, Texas A&M Extension Service](#)
  - [Center for Radiological/Nuclear Training, National Nuclear Security Administration](#)
  - [National Domestic Preparedness Training Center, University of Hawai'i](#)
  - [Security & Emergency Response Training Center, Transportation Technology Center \(AAR\)](#)

**Good teams**

become

**great ones,**

when the members trust each other enough  
to surrender the “me” for the “we’.

Phil Jackson



Member



# AIA® Document B101™ – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Ninth day of March in the year 2021  
(In words, indicate day, month and year.)

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

City of Carter Lake  
950 Locust Street  
Carter Lake, IA 51510  
Ron Cumberledge, Mayor  
Jackie Carl, City Clerk

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

TACKarchitects, Inc., Subchapter S Corporation  
2922 N 61st Street, Studio 1  
Omaha, NE 68104  
Telephone Number: 402-505-9778

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

Carter Lake Community Center  
1120 Willow Dr  
Carter Lake, IA 51510

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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2	ARCHITECT'S RESPONSIBILITIES
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

+/- 15,000 gross square feet

Full size gym with four rows of bleachers

Fitness and recreation equipment space

Locker rooms

Multi-purpose space with seating for up to 72 people

Service Kitchen (not a commercial kitchen)

Associated support spaces including receiving area, building storage, restrooms, office, mechanical/electrical room

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

One story, +/- 15,000 SF community center consisting of the spaces identified in Section 1.1.1 above. The community center will be an addition to the north side of the existing Owen Public Library located at 1120 Willow Dr, Carter Lake, Iowa.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*



+/- \$4,200,000.00

**§ 1.1.4 The Owner's anticipated design and construction milestone dates:**

**.1 Design phase milestone dates, if any:**

Construction Documents completed June of 2021

**.2 Construction commencement date:**

June of 2021

**.3 Substantial Completion date or dates:**

June 2022

**.4 Other milestone dates:**

None

**§ 1.1.5**

*(Paragraphs deleted)*

**NOT USED.**

**§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:**

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:**

*(List name, address, and other contact information.)*

Paul Cox, Sr. Project Manager  
CBRE – Project Management  
11213 Davenport Street, Suite 300  
Omaha, NE 68154  
Mobile number: 402-730-7970  
Email address: paul.cox@cbre.com

**§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:**

*(List name, address, and other contact information.)*

None

**§ 1.1.9 The Owner shall retain the following consultants and contractors:**

*(List name, legal status, address, and other contact information.)*

**.1 Geotechnical Engineer:**

(Paragraphs deleted)

To be determined.

- .3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

J. Christopher Houston  
2922 N 61st Street, Studio 1  
Omaha, NE 68104  
Phone: 402-505-9778

Email Address: chouston@tackarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Thompson, Dreessen & Dorner, Inc  
Kip Squire  
10836 Old Mill Road  
Omaha, NE 68154  
Telephone Number: 402-330-8860  
Fax Number: 402-330-5866

.2 Mechanical Engineer:

Morrissey Engineering, Inc  
Nick Limpach  
4940 North 118th Street  
Omaha, NE 68164  
Telephone Number: 402-491-4144  
Fax Number: 402-491-4146

.3 Electrical Engineer:

Morrissey Engineering, Inc.  
George Morrissey  
4940 North 118th Street  
Omaha, NE 68164  
Telephone Number: 402-491-4144  
Fax Number: 402-491-4146

**.4 Civil Engineer:**

Lamp Rynearson  
Joe Zadina  
14710 W Dodge Rd, STE 100  
Omaha, NE 68154  
Telephone Number: 402-496-2498

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

None

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

None

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

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

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000.00 ) each accident, five hundred thousand dollars (\$ 500,000.00 ) each employee, and five hundred thousand dollars (\$ 500,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and two million dollars (\$ 2,000,000.00 ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.



§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### § 3.5.3 NOT USED

*(Paragraph deleted)*

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

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

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such



requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
-----------------------	--

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	As described in section 4.1.2.1a
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	As described in section 4.1.2.1b
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	As part of base services
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	As described in section 4.1.2.1c
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect, in conjunction with Owner
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

4.1.2.1a Multiple preliminary design: Architect will develop multiple preliminary design during the conceptual design. Multiple preliminary designs shall be limited to four unless additional preliminary design are mutually agreed upon.

4.1.2.1b Site Evaluation and Planning: Architect and Civil Engineer will work with the Owner to identify and test fit the building program on three potential sites. Sites to include the following: Addition to the existing Owen Public Library, detached building north or west of the existing Owen Public Library on City of Carter Lake property, or a third, yet to be determined site, within the City of Carter Lake.

4.1.2.1c Architectural Interior Design: Architect will select and specify the architectural interior finish materials. Selection of art, furniture, fixtures, or equipment is not included in the base services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall



give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-six ( 26 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Not Used.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

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

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work will be prepared by the Owner selected General Contractor during the design phase of the project. It is recognized, however, that

neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the General Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The General Contractor's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

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

§ 6.5 Note Used.

§ 6.6 If, at no fault of the Architect, the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.



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

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

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

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

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

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

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

.1 Termination Fee:



0.00

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

\$10,000.00

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

## ARTICLE 11 COMPENSATION

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

**.1 Stipulated Sum**  
(Insert amount)

(Paragraphs deleted) Lump sum of \$230,000.00

**§ 11.2**  
(Paragraphs deleted)  
Not Used.

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

On an hourly basis in accordance with Architect's Rate Schedule, Exhibit "B", attached hereto.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Three	percent (	3	%)
Construction Phase	Seventeen	percent (	17	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

On an hourly basis in accordance with Architect's Rate Schedule, Exhibit "B", attached hereto.

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

None

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Not Used.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 )

days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

5 % five percent

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

None

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

- [ X ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

(Paragraphs deleted)

Exhibit A, TACKarchitects 2020 Standard Hourly Rate Schedule

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

J. Christopher Houston, Principal

(Printed name, title, and license number, if required)

# **Additions and Deletions Report for**

## **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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### **PAGE 1**

**AGREEMENT** made as of the Ninth day of March in the year 2021

...

City of Carter Lake  
950 Locust Street  
Carter Lake, IA 51510  
Ron Cumberledge, Mayor  
Jackie Carl, City Clerk

...

TACKarchitects, Inc., Subchapter S Corporation  
2922 N 61st Street, Studio 1  
Omaha, NE 68104  
Telephone Number: 402-505-9778

...

Carter Lake Community Center  
1120 Willow Dr  
Carter Lake, IA 51510

### **PAGE 2**

+/- 15,000 gross square feet  
Full size gym with four rows of bleachers  
Fitness and recreation equipment space  
Locker rooms  
Multi-purpose space with seating for up to 72 people  
Service Kitchen (not a commercial kitchen)  
Associated support spaces including receiving area, building storage, restrooms, office, mechanical/electrical room

...

One story, +/- 15,000 SF community center consisting of the spaces identified in Section 1.1.1 above. The community center will be an addition to the north side of the existing Owen Public Library located at 1120 Willow Dr, Carter Lake, Iowa.

### **PAGE 3**

+/- \$4,200,000.00

...



Construction Documents completed June of 2021

...

June of 2021

...

June 2022

...

None

**§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:**  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast track design and construction, multiple bid packages, or phased construction.)*

**NOT USED.**

...

None

...

Paul Cox, Sr. Project Manager  
CBRE – Project Management  
11213 Davenport Street, Suite 300  
Omaha, NE 68154  
Mobile number: 402-730-7970  
Email address: paul.cox@cbre.com

...

None  
**PAGE 4**

**.2 – Civil Engineer: To be determined.**

...

J. Christopher Houston  
2922 N 61st Street, Studio 1  
Omaha, NE 68104  
Phone: 402-505-9778

...

Email Address: chouston@tackarch.com

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**User Notes:**

(1446331464)

...

Thompson, Dreessen & Dorner, Inc  
Kip Squire  
10836 Old Mill Road  
Omaha, NE 68154  
Telephone Number: 402-330-8860  
Fax Number: 402-330-5866

...

Morrissey Engineering, Inc  
Nick Limpach  
4940 North 118th Street  
Omaha, NE 68164  
Telephone Number: 402-491-4144  
Fax Number: 402-491-4146

...

Morrissey Engineering, Inc.  
George Morrissey  
4940 North 118th Street  
Omaha, NE 68164  
Telephone Number: 402-491-4144  
Fax Number: 402-491-4146

.4 Civil Engineer:

Lamp Rynearson  
Joe Zadina  
14710 W Dodge Rd. STE 100  
Omaha, NE 68154  
Telephone Number: 402-496-2498

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None

...

None

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000.00 ) each accident, five hundred thousand dollars (\$ 500,000.00 ) each employee, and five hundred thousand dollars (\$ 500,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and two million dollars (\$ 2,000,000.00 ) in the aggregate.

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§ 3.5.3 Negotiated Proposals NOT USED

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

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§ 4.1.1.1	Programming	Owner
§ 4.1.1.2	Multiple preliminary designs	As described in section 4.1.2.1a
§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Not Provided
§ 4.1.1.5	Site evaluation and planning	As described in section 4.1.2.1b
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	As part of base services
§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	As described in section 4.1.2.1c
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect, in conjunction with Owner
§ 4.1.1.21	Telecommunications/data design	Not Provided
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Not Provided

...



4.1.2.1a Multiple preliminary design: Architect will develop multiple preliminary design during the conceptual design. Multiple preliminary designs shall be limited to four unless additional preliminary design are mutually agreed upon.

4.1.2.1b Site Evaluation and Planning: Architect and Civil Engineer will work with the Owner to identify and test fit the building program on three potential sites. Sites to include the following: Addition to the existing Owen Public Library, detached building north or west of the existing Owen Public Library on City of Carter Lake property, or a third, yet to be determined site, within the City of Carter Lake.

4.1.2.1c Architectural Interior Design: Architect will select and specify the architectural interior finish materials. Selection of art, furniture, fixtures, or equipment is not included in the base services.

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None

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- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-six ( 26 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ – 2017, Sustainable Projects Exhibit, attached to this Agreement.~~ Not Used.

...

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

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect-General Contractor~~ shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The ~~Architect's-General Contractor's~~ estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

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

~~§ 6.6 If~~ If at no fault of the Architect, the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

...

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

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[ X ] Litigation in a court of competent jurisdiction

...

### **§ 8.3 Arbitration**

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### **§ 8.3.4 Consolidation or Joinder**

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

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

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

PAGE 19

0.00

...

\$10,000.00

PAGE 20

~~2~~ Percentage Basis

~~(Insert percentage value)~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~3~~ Other

~~(Describe the method of compensation)~~

Lump sum of \$230,000.00

~~§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:~~

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

Not Used.

...

On an hourly basis in accordance with Architect's Rate Schedule, Exhibit "B", attached hereto.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	)
Design Development Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	)
Construction Documents Phase	<u>Thirty-Five</u>	percent (	<u>35</u>	)
Procurement Phase	<u>Three</u>	percent (	<u>3</u>	)
Construction Phase	<u>Seventeen</u>	percent (	<u>17</u>	)

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On an hourly basis in accordance with Architect's Rate Schedule, Exhibit "B", attached hereto.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

None

...

§ 11.10.1.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~ Not Used.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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5 % five percent

...

None

...

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

~~3~~ — 2 Exhibits:

...

[ ] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] — [ X ] Other Exhibits incorporated into this Agreement:

...

~~4~~ — Other documents:  
(List other documents, if any, forming part of the Agreement.)  
Exhibit A, TACKarchitects 2020 Standard Hourly Rate Schedule

...



## ***Certification of Document's Authenticity***

### ***AIA® Document D401™ – 2003***

I, J. Christopher Houston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:45:43 ET on 03/09/2021 under Order No. 7506438216 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*





February 8, 2021

Mr. Michael McIntosh, PE, CFM  
Civil Design Group Leader  
Lamp Ryneerson  
14710 W Dodge Rd, Ste 100  
Omaha, Nebraska 68154

Subject: City of Carter Lake, Iowa –Water System Condition Assessment Services

Dear Mr. McIntosh:

RJN is pleased to offer this proposal to Lamp Ryneerson for the completion of comprehensive water system condition assessment services for the City of Carter Lake, Iowa. Established in 1975, RJN blends professional engineering consulting with field inspection services, offering municipalities an affordable means to fulfill water service goals.

### **Key Project Goals and Objectives**

The City has completed master planning efforts for their sanitary and storm sewer systems but has not developed a long-term plan to assess and improve the City's water distribution system. The City is required to complete a Risk and Resilience Assessment and develop an Emergency Response Plan in 2021 per the requirements of the America's Water Infrastructure Act (AWIA). In response to this requirement, the City has requested a proposal from Lamp Ryneerson for the development of a Water System Master Plan. This Master Plan would include the above-mentioned requirements, a water system hydraulic model, and a comprehensive condition assessment of the system to develop a capital improvement program for the City's distribution system.

As a niche underground infrastructure engineering firm, RJN is uniquely suited to assist Lamp Ryneerson and the City with this project. Our team of engineers, GIS analysts, and field inspection crews will provide a targeted approach to assessing the City's water distribution system.

Upon completion of this project, Lamp Ryneerson and the City will have:

- An improved asset inventory of the City's water valves and select hydrants.
- An updated GIS atlas with survey-grade mapping locates of each valve and hydrant.
- An operational assessment of all located valves and hydrants.
- A thorough assessment of the distribution system for leaks.

This project will include the following tasks (a complete scope of services is provided in Exhibit A):

- GPS Locating of Water Valves and Fire Hydrants
- Water Valve Assessment

- Fire Hydrant Assessment (selected hydrants)
- External Leak Detection

Based on the GIS available from Lamp Rynearson, it is estimated that there are 250 valves, 150 hydrants, and 200,000 linear feet (LF) of water main in Carter Lake. Based on our experience, we expect that this may be underestimating the total assets by as much as 20%. We recommend accounting for this through a project contingency, outlined in Exhibit B.

It is assumed that the hydrant assessments will be performed on 30 of the fire hydrants (20%).

### **Assuring Quality and Safety**

RJN is committed to providing **quality** deliverables. The data collected as a part of this project will be critical in improving the City's water distribution system. RJN's internal Quality Control (QC) tools within our in-house data management software, as well as our corporate training and QC processes in place will ensure that project will provide measurable value for the City.

As an employee-owned firm, RJN's commitment to the **safety** of our employees and of the staff at Lamp Rynearson and the City is paramount. That commitment to safety is demonstrated in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers, "RJN Safety Certified." Included in this certification is confined-space entry training, temporary traffic control, OSHA 10-hour training, fall protection, and more. Every project follows an RJN Health and Safety Plan (HASP) when completing any field work.

### **Price and Schedule Summary**

This project will be invoiced on a Unit Price Basis for a total not-to-exceed fee of \$93,500, including a \$12,500 contingency for expected additionally identified assets. The project is expected to be completed within four months of a contract. Complete scope of services, pricing, schedules, and maps are provided in the following exhibits:

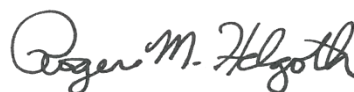
- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Project Map

We are looking forward to the opportunity to work with Lamp Rynearson and the City of Carter Lake on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Zach Matyja at 630.818.6689 if you would like to discuss this proposal or have any questions.

Sincerely,



Zachary Matyja, PE  
Regional Client Manager



Roger Helgoth, PE, BCEE  
Branch Manager





## **EXHIBIT A**

### **SCOPE OF SERVICES**

---

RJN is proposing the following scope of services to conduct the City of Carter Lake, Iowa –Water System Condition Assessment Project for Lamp Rynearson.

#### **Task 1: Project Planning and Management**

##### **1. Preliminary Data Review and Planning**

- a. Conduct a virtual kickoff meeting with Lamp Rynearson and the City to develop and plan the water condition assessments.
- b. Review available GIS and maps of the distribution system to identify potential gaps and review limits of inspection.
- c. Review maintenance records, service requests, previous assessments, and operations and maintenance activities as available from the City.
- d. Prepare a schedule of work activities and coordinate the overall work of the project, including preparing daily work plans and procedures for Lamp Rynearson and City review.
  - i. Discuss public notification procedures and provide language to City and Lamp Rynearson for public notification, if requested.
  - ii. Discuss emergency repair procedures should the situation be encountered.
- e. Establish standard procedures with the City and Lamp Rynearson, including:
  - i. Agree upon torque limits for valve operation.
  - ii. Discuss debris disposal locations.
  - iii. Agree upon standard protocol for operating valves when out of position valves are encountered.
  - iv. GIS and data management procedures for providing field inspection results and GIS updates.

##### **2. Mobilization of field services professionals for the completion of inspections.**

##### **3. Project Management**

- a. Perform internal project management and quality control procedures monthly including a review of schedule, budget, and QC procedures.
- b. Provide monthly progress reporting and invoicing.
- c. Meet with Lamp Rynearson and the City virtually as needed and once in-person.

#### **Task 2: GPS Locating**

1. **Locate, using survey grade accuracy (sub-centimeter x, y, and z coordinates), valve structures and fire hydrants in the City's water distribution system.**
  - a. Search for and locate valves and hydrants using the following guidelines:
    - i. Search for all assets visually using the map data provided.

- ii. Assets not immediately identified by visual inspection will be searched for using a magnetic locator, probing rod, and other tools.
  - iii. If an asset cannot be located within 15 minutes of arriving on site, it will be identified as "Unable to Locate" (UTL).
  - iv. If an asset is identified as UTL, a mapping grade GPS position of the suspected location will be provided, and the asset will be treated as a GPS locate where RJN will be compensated at the cost of an actual GPS locate.
- b. Notify City and Lamp Ryneerson of structures of UTL structures. Complete follow-up locating on valves located/unburied.
- c. Provide updated location data to Lamp Ryneerson to update the City GIS prior to initiating Tasks 3-5.

**2. Document the following attribute characteristics, as able:**

- a. Asset ID (as assigned in the GIS)
- b. Asset Type (Valve, Hydrant)
- c. X-Coordinate (sub-centimeter accuracy)
- d. Y-Coordinate (sub-centimeter accuracy)

### **Task 3: Water Valve Assessment**

**1. Locate, inspect, assess, exercise, operationally test, mark, and document attribute characteristics for the City's water distribution valves.**

- a. Search for and locate valves using the following guidelines:
  - i. Search for all assets visually using the map data provided.
  - ii. Assets not immediately identified by visual inspection will be searched for using a magnetic locator, probing rod, and other tools.
  - iii. If an asset cannot be located within 15 minutes of arriving on site, it will be identified as "Unable to Locate" (UTL).
  - iv. If an asset is identified as UTL, a mapping grade GPS position of the suspected location will be provided, and the asset will be treated as a standard assessment where RJN will be compensated at the cost of an actual valve assessment.
- b. Expose operating nut for valve exercising:
  - i. Remove water and/or debris as able by vacuum or pump (provided by RJN) from the box/vault to allow access for proper assessment.
  - ii. Exercise each valve for a minimum of two full cycles; a "full cycle" is when a valve is operated from a fully opened position to a fully closed position and back to a fully opened position.
- c. Mark lid covers during each inspection to provide evidence of work at each individual valve, to identify the open direction of each valve, and to assist with future locating:
  - i. Each valve that is identified to open "left" will be painted blue.
  - ii. Each valve that is identified to open "right" will be painted white.
  - iii. Pressure boundary valves that are to remain closed will be painted red.
- d. Photograph each valve location to document its existing location.

2. Major and minor repairs of valves and structures is NOT included in this Scope of Services.
3. Document the following attribute characteristics, as able:
  - a. Valve ID (as assigned in the GIS)
  - b. Address
  - c. Box Type (Valve Box, Vault, Other)
  - d. Box Type Condition (Sound, Fair, Poor)
  - e. Is Concrete Pad Present? (Y/N)
  - f. Valve Type (Gate, Butterfly, Other)
  - g. Exercise Status (Full Exercise, Partial Exercise, Not Exercised)
  - h. Position Found (Open, Closed)
  - i. Position Left (Open, Closed)
  - j. Close Direction (Right, Left)
  - k. Valve Orientation (Vertical, Horizontal, Unknown)
  - l. Number of Turns
  - m. Valve Size
  - n. Operating Nut Depth
  - o. Further Work Required? (Y/N)
  - p. Was Cover Replaced? (Y/N)
  - q. Was Riser Installed? (Y/N)
  - r. Valve Operational on Departure? (Y/N)
  - s. Operating Method (Hand, Electric, Truck Mount)
  - t. Was Vacuum/Pump Required? (Y/N)
  - u. Additional Field Comments
  - v. X-Coordinate (mapping grade)
  - w. Y-Coordinate (mapping grade)

#### **Task 4: Fire Hydrant Assessment**

1. Locate, inspect, assess, exercise, operationally test, mark, and document attribute characteristics for the selected City fire hydrants.
  - a. Search for and locate hydrants.
  - b. Open each fire hydrant to produce flow, test its operability, and measure static and residual pressure along with hydrant flow rate.
  - c. Apply lubricating compound/grease to each hose outlet and cap.
  - d. Photograph each valve location to document its existing location and condition.
2. Major and minor repairs of hydrants is NOT included in this Scope of Services.
3. Document the following attribute characteristics, as able:
  - a. Hydrant ID (as assigned in the GIS)
  - b. Address
  - c. Hydrant Manufacturer
  - d. Hydrant Model

- e. Year Installed
- f. Diameter of Barrel
- g. Hydrant Paint Color
- h. Accessibility of Hydrant
- i. Accessibility of Hydrant Valve
- j. Operable Condition of Hydrant Valve (Operable, Inoperable)
- k. Quantity of Hose Outlets
- l. Diameter of Hose Outlets
- m. Overall Condition of Hydrant (Sound, Fair, Poor)
- n. Condition of Cap and Outlet (Sound, Fair, Poor)
- o. Condition of Outlet Thread (Sound, Fair, Poor)
- p. Condition of Operating Nut (Sound, Fair, Poor)
- q. Condition of Drain System (Sound, Fair, Poor)
- r. Condition of Paint (Sound, Fair, Poor)
- s. Hydrant Depth (Distance Between Boot and Flanges)
- t. Document Leaking Caps (water tightness when hydrant valve is open)
- u. Does Hydrant Need to be Raised/Lowered? (Y/N)
- v. Was Lubricant Required? (Y/N)
- w. Further Work Required? (Y/N)
- x. Was Hydrant Operational on Departure? (Y/N)
- y. Additional Field Comments
- z. X-Coordinate (mapping grade)
- aa. Y-Coordinate (mapping grade)

#### **Task 5: External Leak Detection**

1. **Conduct two-phase external leak detection on the City's distribution system. Locate and document suspected leak locations.**
  - a. Complete a comprehensive survey using acoustic leak detectors to identify and flag potential leaks.
  - b. Use correlator technology to trace the pipeline, locate, and mark the suspected leak.
    - i. Paint each suspected leak location in blue.
    - ii. Photograph each suspected leak location.
2. **Major and minor repairs of the distribution system is NOT included in this Scope of Services.**
3. **Document the following attribute characteristics for each suspected leak location, as able:**
  - a. Asset ID (as assigned in the GIS)
  - b. Address
  - c. Pipe Size
  - d. Pipe Material
  - e. Source of Leak
  - f. Equipment Used

- g. Additional Field Comments
- h. X-Coordinate (mapping grade)
- i. Y-Coordinate (mapping grade)

#### **Task 6: Data Management and Reporting**

1. Provide quality assurance and quality control checks on collected attribute information throughout the duration of the project.
2. Prepare and submit electronic deliverables to Lamp Ryneerson and the City:
  - a. Summary memo outlining field activities completed.
  - b. GIS shapefiles and electronic data submittal of all collected data and photographs.
  - c. Complete GIS exhibits are NOT included in this proposal.

#### **Items Requested from the City and Lamp Ryneerson**

1. Assistance in collecting requested information for Task 1, including past reports, GIS maps and data, etc.
2. Updates to the GIS maps between Tasks 2 and 3-5.
3. Assistance in public notification as desired by the City and Lamp Ryneerson.
4. A location for discarding materials and water vacuumed out of the valve structures.
5. Assistance with traffic control in high traffic situations.
6. Assistance in coordinating with and contracting with an emergency repair contractor should emergency repairs be determined necessary (contracting and completion of repairs is NOT included in Scope of Services)



## EXHIBIT B PRICING

### Pricing Summary

Pricing for the City of Carter Lake – Water System Condition Assessment is as follows:

**Pricing Terms for Invoicing:** Time & Materials and Unit Price

**Not-To-Exceed Total Cost:** \$93,500 (Including \$12,500 for project contingency)

### Cost Schedule

Service	Quantity	Units	Unit Cost	Total Cost
Task 1: Project Planning and Management	80	T&M Hours		\$9,900
Task 2: GPS Locating	400	Each	\$35	\$14,000
Task 3: Water Valve Assessment	250	Valves	\$125	\$31,250
Task 4: Fire Hydrant Assessment	30	Hydrants	\$175	\$5,250
Task 5: External Leak Detection	200	1,000 LF	\$76	\$15,200
Task 6: Data Management and Reporting	44	T&M Hours		\$5,400

**Project Contingency:** \$12,500

The contingency will be applied to additional quantities of Tasks 2-5, or for other services as agreed upon by Lamp Rynearson, the City, and RJN.

## Hourly Rate Schedule

Classification		2020 Rates*
PD	Project Director	\$245.00
SPM	Senior Project Manager	\$195.00
PM	Project Manager	\$175.00
CM	Construction Manager	\$150.00
SPE	Senior Project Engineer	\$145.00
PE	Project Engineer	\$130.00
CO	Construction Observer	\$120.00
EI	Engineer I	\$110.00
GSS	GIS Specialist	\$110.00
SDA	Senior Data Analyst	\$110.00
GIS	GIS Analyst	\$100.00
FM	Field Manager	\$95.00
DA	Data Analyst	\$85.00
FS	Field Supervisor	\$85.00
FT	Field Technician	\$75.00
AS	Administrative Support	\$80.00

### Notes:

- The Hourly Rate Schedule is valid until December 31<sup>st</sup>, 2021. Following that date, rates may be subject to an annual increase of up to 3%.
- The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal on-going charges.

## Contract Option

This contract can be amended to include additional work with the City of Carter Lake upon joint approval by Lamp Rynearson and RJN.



## EXHIBIT C

### PROPOSED SCHEDULE

---

RJN is prepared to start work immediately upon an Agreement, and proposes the following schedule, barring any inclement weather or public health delays.

Task	Timeline
Task 1: Project Planning	Complete project planning steps within three weeks of an Agreement.
Task 2: GPS Locating	Complete within one month of an Agreement.
Tasks 3-5: Field Assessment Services	Complete within three months of an Agreement.
Task 6: Data Delivery	Complete data delivery within four months of an Agreement.





This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

Prepared by



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# **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

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## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **City of Carter Lake, Iowa** (Owner) and **Lamp Rynearson, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **City of Carter Lake – Water Distribution System Master Plan** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **field services and master planning for the City of Carter Lake's water distribution system**.

Owner and Engineer further agree as follows:

### **ARTICLE 1—SERVICES OF ENGINEER**

#### **1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

### **ARTICLE 2—OWNER'S RESPONSIBILITIES**

#### **2.01 Project Information**

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
  - 1. design objectives and constraints;
  - 2. space, capacity, and performance requirements;
  - 3. flexibility and expandability needs;
  - 4. design and construction standards;
  - 5. budgetary limitations; and
  - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
  3. protocols for electronic transmittals during bidding and construction;
  4. Owner's safety and security programs applicable to Contractor and other Constructors;
  5. diversity and other social responsibility requirements;
  6. bidding and contract requirements of funding, financing, or regulatory entities;
  7. other specific conditions applicable to the procurement of construction or contract documents;
  8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

#### 2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
  3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.



- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
  - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

#### 2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
  3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
  4. Perform or provide the following:
    - a. **Provide available information to the ENGINEER.**
    - b. **Assist with Public Notification for field services.**
    - c. **Provide a location for discarding materials and water vacuumed out of the valve structures.**
    - d. **Assist with traffic control in high traffic situations.**
    - e. **Assist in coordinating with and contracting with emergency repair contractor should emergency repairs be deemed necessary.**

## 2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Data Collection, Review and Hydraulic Analysis	\$50,000	Hourly NTE
2.	GPS Field Locating (RJN Group)	\$14,000	Hourly NTE
4.	Water Valve Field Assessment (RJN Group)	\$38,250	Hourly NTE
5.	Fire Hydrant Field Assessment (RJN Group)	\$8,150	Hourly NTE
6.	Field Service Data Management and Reporting (RJN Group)	\$5,400	Hourly NTE
7.	Field Services Contingency (RJN Group)	\$12,500	Hourly NTE
8.	Water Distribution System Master Plan Preparation	\$25,000	Hourly NTE

Description of Service		Amount	Basis of Compensation
	<b>Optional Services</b>		
1.	Targeted Leak Detection (RJN Group)	\$15,200	Hourly NTE
2.	AWIA Risk and Resilience Certification	\$10,000	Hourly NTE

Based on a 6-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

### ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

### ARTICLE 4—INVOICES AND PAYMENTS

#### 4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable ~~within 30 days of~~ upon receipt.

#### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within ~~30~~60 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from ~~said~~the thirtieth day after date of Engineer's invoice, and
  - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

## ARTICLE 5—OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6—GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under

this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract with revisions by the Engineer, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise. Copies of Engineer revised document are available for review by Owner.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees

not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
  - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
    - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse

- by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
- b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
  - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
  - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

#### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
- 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
  - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.



- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
  - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project, as per the requirements of paragraphs 6.03, 6.04 and 6.05 of the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC) C-700, 2018 Edition, with revisions by the Engineer and the Supplementary Conditions prepared by the Engineer. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
  - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and

endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 Suspension and Termination

##### A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

- c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.
- B. Termination for Cause
  - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
    - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
    - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
    - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
  - 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
  - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved

in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

#### 6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

#### 6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
  1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator approved by both Engineer and Owner and experienced in resolving disputes arising from the performance of engineering services. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
  - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
  - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable

Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- A.B. Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent, if any, required in Exhibit I, "Limitations of Liability."
- B.C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and

subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

~~C.D.~~ No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

~~D.E.~~ Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

~~E.F.~~ Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### 6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement, except those listed below. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.
- B. The following documents do not need to be maintained beyond the completion of the project: advertising materials, low bid and other bids, draft copies of subdivision agreements, staking reports, concrete and seeding tickets, submitted by the Contractor, and "bid" set(s) of plans.

#### 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.



- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

## ARTICLE 7—DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
  - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
  - 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
  - 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  - 8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an

adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based, in part on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, ~~Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ Not Used
- E. Exhibit E, ~~EJCDC® C-626, Notice of Acceptability of Work (form).~~ Not Used
- F. Exhibit F, ~~Electronic Documents Protocol (EDP).~~ Not Used
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

### 8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

### 8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

### 8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
  - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **February 15, 2021**.

Owner:

**City of Carter Lake**

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Engineer:

**Lamp Ryneearson, Inc.**

(name of organization)

By:

(individual's signature)

Date:

February 15, 2021

(date signed)

Name:

Terry Atkins, P.E., LEED® AP

(typed or printed)

Title:

Chief Operating Officer

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Lamp Ryneearson, Inc.

14710 W Dodge Road, Ste 100

Omaha, Nebraska 68154

Designated Representative:

Name:

Michael P. McIntosh, P.E., CFM

(typed or printed)

Title:

Design Group Lead

(typed or printed)

Address:

Lamp Ryneearson, Inc.

14710 W Dodge Rd, Ste 100

Omaha, Nebraska 68154

Phone:

402.496.2498

Email:

Mke.McIntosh@LampRyneearson.com



## EXHIBIT A—ENGINEER’S SERVICES

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Project Title:	City of Carter Lake – Water Distribution System Master Plan
Type and Size of Facility:	Water Distribution System
Description of Improvements:	Field services and master planning for water distribution system.
Expected Construction Start:	n/a
Prior Studies, Reports, Plans:	Record Drawings
Facility Location(s):	Carter Lake, Iowa
Current Project Budget:	n/a
Funding Sources:	City of Carter Lake
Known Design Standards:	SUDAS
Known Project Limitations:	None
Project Assumptions:	None
Other Pertinent Information:	None

Engineer shall provide Basic and Additional Services as set forth below.

### ARTICLE 1—BASIC SERVICES

#### 1.01 Management of Engineering Services

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
  - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
  - 2. Coordinate services within Engineer’s internal team, and with Subconsultants and Engineer’s Subcontractors.
  - 3. Conduct ongoing management tasks, including:
    - a. Maintaining communications records and files pertaining to or arising from Engineer’s services;
    - b. With respect to Engineer’s services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
    - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
  - 4. Prepare monthly invoices.

#### 1.02 Study and Report Phase

- A. Engineer shall:
  - 1. **Meet with representatives of Public Works, Administration and City Council to clarify project goals and discuss existing system.**

2. Request data from City records and information on current operation of the water system to create a hydraulic model. This includes review of existing GIS system data and system operation with Public Works staff.
3. Gather field data and information on the distribution system, M.U.D. meter vault and any emergency interconnections (if any). This includes monthly water purchase records from M.U.D. for the past three years, copy of the water sales contract, and data on minimum and maximum pressure and flow available. Review available inspection and lab reports.
4. Request from City any Iowa Department of Natural Resources (IDNR) inspection reports, compliance issues, or public notifications issued.
5. Request from City any fire hydrant flow test records including any report from ISO (formerly Insurance Services Office, now Verisk Analytics, Inc.).
6. Utilizing collected data, create current and future water usage scenarios within the hydraulic model.
7. Perform a hydraulic analysis of the system for existing and future flows.
8. Perform an overall system analysis to determine existing problem areas (high and low-pressure areas, flow deficient areas, dead ends, etc.).
9. Identify sections of the distribution system with frequent broken waterlines or excessive water loss areas which attribute to overall unaccounted-for losses within the system.
10. Analyze the system, and make recommendations, for: additional valves and flushing devices; improvements needed to improve pressures and increase reliability; replacement of lines made of substandard materials; replacement of lines whose capacity has been or will soon be exceeded; and looping dead-end lines.
11. Prepare list of distribution system improvements, includes upgrades necessary to reduce water loss, increase system reliability and increase system pressures.
12. Discuss control and monitoring system that operates the water source (master meter).
13. Examine need for, and potential for, additional connections to M.U.D.
14. Examine current wholesale supply contract and feasibility of purchasing water from any other supplies.
15. Estimate the effect on water rates for the recommended distribution improvements.
16. Prepare updated geodatabase for the City's GIS system. Coordinate with City's GIS provider.
17. Consult with Owner to define and clarify Owner's requirements for the Project.
18. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

**19. Field Services**

- a. **Field services for the scope items listed below will be provided by RJN Group, Inc. as a sub-consultant to Lamp Rynearson. See RJN's attached scope of services for more detail on this scope of work.**
  - 1) **GPS Locating of valves and hydrants**
  - 2) **Water valve assessment**
  - 3) **Fire Hydrant Assessment**
  - 4) **External Leak Detection (Optional)**

**1.03 Preliminary Design Phase**

**A. Engineer shall:**

- 1. **Prepare Water Distribution System Master Plan to include the following:**
  - a. **Summarize the evaluation of the existing supply and distribution system for condition and ability to meet IDNR requirements and water demands.**
  - b. **Summarize improvements in order of priority with estimated costs.**
  - c. **Based on an assumed financing package, determining the water rate impact for the improvements.**
  - d. **Discuss the City's current water rates, proposed rates after improvements, and compare to other water rates of similar systems.**
  - e. **Estimate the impact of the proposed improvements on the yearly operation and maintenance budget.**
  - f. **List potential sources of project financing with an explanation of the requirements of each funding program.**
  - g. **Present the Water Distribution System Master Plan to the City Council and staff.**
  - h. **Be available for design of any recommended distribution improvements, subject to an additional approval from the City.**
  - i. **Provide engineering components any funding applications.**
- 2. **Prepare AWIA plan and EMP Certification (Optional)**
  - a. **Prepare Risk and Resilience Assessment of the City's infrastructure. This shall include, at a minimum:**
    - 1) **the risk to the system from malevolent acts and natural hazards;**
    - 2) **the resilience of the pipes and constructed conveyances, physical barriers, source water, water source and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;**
    - 3) **the monitoring practices of the system;**
    - 4) **the financial infrastructure of the system;**

- 5) the use, storage, or handling of various chemicals by the system; and
- 6) the operation and maintenance of the system.
- 7) Generation of the assessment shall be assisted by the EPA's Vulnerability Self-Assessment Tool.

Generation of the assessment shall be assisted by the EPA's Vulnerability Self-Assessment Tool.

- b. **Review Assessment with City staff. Make any required modifications and prepare final report for certification.**
  - c. **After Risk Assessment Certification, update or prepare an Emergency Response Plan utilizing EPA Template after Risk Assessment Certification. The Emergency Response Plan shall include:**
    - 1) strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
    - 2) plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
    - 3) actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options and construction of flood protection barriers; and
    - 4) strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.
    - 5) Review Emergency Response Plan with City. Make any required modifications and prepare final report for certification.
- B. **Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.**
- C. **Assumptions and Exclusions**
1. **Available data will be provided by the CLIENT.**
  2. **Design of recommendations for improvements of the system is not included in the proposal but can be provided as a future service.**

## EXHIBIT B—DELIVERABLES SCHEDULE

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Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph.

Engineer shall furnish Documents to Owner as **agreed upon. Lamp Rynearson anticipates the field services and final Master Plan will be completed by June 1, 2021, however, the schedule will be dependent on the results of the field service findings.**

## EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

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### AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: **City of Carter Lake, Iowa**  
Engineer: **Lamp Rynearson, Inc.**  
Project: **City of Carter Lake - Water Distribution System Master Plan**  
Effective Date of Owner-Engineer Agreement: **February 15, 2021**  
Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

**[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]**

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

**City of Carter Lake, Iowa**

(typed or printed name of organization)

By:

(individual's signature)

(Attach evidence of authority to sign.)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Engineer

**Lamp Rynearson, Inc.**

(typed or printed name of organization)

By:

(individual's signature)

(Attach evidence of authority to sign.)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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Exhibit C—Amendment to Owner-Engineer Agreement.

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## EXHIBIT G—INSURANCE

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### ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

#### 1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
<b>Commercial General Liability</b>	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<b>Automobile Liability</b>	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
<b>Professional Liability</b>	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
<b>Other Insurance [Specify]</b>	
Each Claim	N.A.
General Aggregate	N.A.

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Exhibit G—Insurance.

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- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
<b>Commercial General Liability</b>	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<b>Automobile Liability</b>	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
<b>Unmanned Aerial Vehicle Liability Insurance (if applicable)</b>	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
<b>Other Insurance [Specify]</b>	
Each Claim	N.A.
General Aggregate	N.A.

#### 1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Lamp Rynearson, Inc.	14710 W Dodge Rd, Ste 100, Omaha, NE 68154
[Engineer's Subconsultant]	[Subconsultant's Corporate Address]
[Engineer's Subconsultant]	[Subconsultant's Corporate Address]
[Other Additional Insured]	[Other Additional Insured's Corporate Address]



- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

## EXHIBIT H—DISPUTE RESOLUTION

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### ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

#### 1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
  - 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  - 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
  - 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
  - 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
  - 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
  - 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.

7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

## EXHIBIT I—LIMITATIONS OF LIABILITY

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### ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s)

#### 1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and 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, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

#### 1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of \$100,000 or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

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#### ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated **not to exceed** ~~be~~ **\$178,500** based on the following estimated distribution of compensation:

a. Data Collection, Review and Hydraulic Analysis	\$50,000
b. GPS Field Locating (RJN Group)	\$14,000
c. Water Valve Field Assessment (RJN Group)	\$38,250
d. Fire Hydrant Field Assessment (RJN Group)	\$8,150
e. Field Service Data Management and Reporting (RJN Group)	\$5,400
f. Field Services Contingency (RJN Group)	\$12,500
g. Water Distribution System Master Plan Preparation	\$25,000
<b>Subtotal</b>	<b>\$153,300</b>

**Optional Services**

h. Targeted Leak Detection (RJN Group)	\$15,200
i. AWIA Risk and Resilience Certification	\$10,000
<b>Subtotal</b>	<b>\$25,200</b>

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.

---

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Compensation Packet BC-2: Basic Services—Standard Hourly Rates.

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6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.15**.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of **1.15**.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
  1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation

exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.

- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st**) to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**  
**COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

---

**ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

**2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment**

**A. Owner shall pay Engineer for Additional Services, if any, as follows:**

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

**B. Compensation for Reimbursable Expenses**

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.15**.

**C. Other Provisions Concerning Payment for Additional Services**

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.15**.
2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.  
Compensation Packet AS-1: Additional Services—Standard Hourly Rates.

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3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

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Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

#### LAMP RYNEARSON, INC.

#### SCHEDULE #2 - MISCELLANEOUS CHARGES

July 5, 2020 – MARCH 27, 2021

A. SUBSISTENCE:

Subsistence for employees away from headquarters shall be chargeable in accordance with the per diem schedule of the U.S. General Services Administration available at [www.gsa.gov](http://www.gsa.gov).

B. TRAVEL COSTS

Automobile mileage shall be charged at the maximum IRS employee reimbursable rate per mile plus 15% to cover general overhead and administration. Travel costs, such as airfare, hotel and rental cars, shall be chargeable at actual cost plus 15% to cover general overhead and administration.

C. FIELD SUPPLIES:

Field supplies are not billed separately. They are covered in the labor billing rate charged to a project. There may be exceptions to this, but they would be specified in any bid or contract for the project. These exceptions would be chargeable at actual cost plus 15 percent to cover general overhead and administration.

D. REPRODUCTIONS AND PLOTS:

All reproduction and plotting work generated internally by Lamp Ryneerson, Inc., shall be charged at the rates shown below. All outside photographic and direct-process reproduction costs advanced by Lamp, Ryneerson, Inc., in connection with the rendering of services shall be charged at actual cost plus 15 percent to cover general overhead and administration.

Plots (Color)	\$2.50/SF (bond)	\$6.00/SF (mylar)	\$6.00/SF
Plots (B&W)	\$0.15/SF (bond)	\$1.10/SF (mylar)	

E. SPECIAL EQUIPMENT:

The following items of special equipment, when used by Lamp Ryneerson, Inc., shall be charged for at the following rates:

4X4 ATV Polaris Ranger	\$20 /Hour	
Sonar	\$100 /Hour	
Boat	\$25 /Hour	
Total Station	\$35 /Hour	
GPS Rover	\$35 /Hour	
GPS Rover with Base	\$45 /Hour	
Drone-DJI Phantom 3	\$300 /Day	(1/2 Day Minimum)

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Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 1: Reimbursable Expenses Schedule.

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Drone-DJI Phantom 4	\$1,000	/Day	(1/2 Day Minimum)
Handheld Scanner-Zeb-	\$250	/Hour	
Terrestrial Scanner Tx8	\$300	/Hour	

All of the above rates are exclusive of operator.

**FILING FEES AND OTHER COSTS ADVANCED:**

All filing or permit fees and other similar outside costs which are advanced or paid by Lamp Ryneerson, Inc., shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

Periodically, this schedule may be revised and updated by Lamp Ryneerson, Inc., who reserves the right to substitute the new miscellaneous charges schedule upon 30 days' notice.

## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

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A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

**Lamp Ryneerson, Inc.**  
**HOURLY RATE SCHEDULE**  
**July 5, 2020 – March 27, 2021**

PRINCIPALS	HOURLY RATE
Principal I	\$ 224.00
Principal II	\$ 240.00
Principal III	\$ 264.00
Principal IV	\$ 293.00
Principal V	\$ 311.00
GROUP LEADERS	HOURLY RATE
Group Leader I	\$ 156.00
Group Leader II	\$ 173.00
Group Leader III	\$ 193.00
Senior Group Leader I	\$ 207.00
Senior Group Leader II	\$ 223.00
Senior Group Leader III	\$ 246.00
Senior Group Leader IV	\$ 257.00
PROJECT MANAGERS	HOURLY RATE
Project Mgr I	\$ 125.00
Project Mgr II	\$ 139.00
Project Mgr III	\$ 147.00
Sr Project Mgr I	\$ 148.00
Sr Project Mgr II	\$ 157.00
Sr Project Mgr III	\$ 168.00
Sr Project Mgr IV	\$ 181.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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Sr Project Mgr V	\$ 191.00
Sr Project Mgr VI	\$ 205.00
Sr Project Mgr VII	\$ 230.00
<b>PROJECT ENGINEERS</b>	<b>HOURLY RATE</b>
Project Eng I	\$ 88.00
Project Eng II	\$ 97.00
Project Eng III	\$ 107.00
Project Eng IV	\$ 116.00
Project Eng V	\$ 125.00
Sr Project Eng I	\$ 116.00
Sr Project Eng II	\$ 129.00
Sr Project Eng III	\$ 148.00
Sr Project Eng IV	\$ 162.00
Sr Project Eng V	\$ 179.00
Sr Project Eng VI	\$ 197.00
Sr Project Eng VII	\$ 210.00
<b>ENGINEERING INTERNS</b>	<b>HOURLY RATE</b>
Engineering Intern I	\$ 57.00
Engineering Intern II	\$ 67.00
<b>LAND PLANNERS</b>	<b>HOURLY RATE</b>
Landscape Architect Intern	\$ 50.00
Land Architect I	\$ 75.00
Land Architect II	\$ 86.00
Land Architect III	\$ 92.00
Land Architect IV	\$ 101.00
Sr Landscape Architect I	\$ 109.00
Sr Landscape Architect II	\$ 126.00
Sr Landscape Architect III	\$ 142.00
Sr Landscape Architect IV	\$ 159.00
Sr Landscape Architect V	\$ 176.00
Sr Landscape Architect VI	\$ 196.00
<b>HYDROGEOLOGIST</b>	<b>HOURLY RATE</b>
Hydrogeologist IV	\$ 110.00
<b>GIS</b>	<b>HOURLY RATE</b>

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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GIS Intern I	\$	50.00
GIS Intern II	\$	59.00
GIS Technician	\$	68.00
GIS Specialist I	\$	78.00
GIS Specialist II	\$	87.00
GIS Specialist III	\$	96.00
Sr GIS Specialist I	\$	95.00
Sr GIS Specialist II	\$	103.00
Sr GIS Specialist III	\$	112.00
GIS Manager	\$	153.00

<b>3D SERVICES</b>	<b>HOURLY RATE</b>
--------------------	--------------------

3D Application Specialist I	\$	101.00
3D Application Specialist II	\$	113.00
3D Application Specialist III	\$	122.00
Sr 3D Application Specialist I	\$	124.00

<b>PROJECT DESIGNERS AND ADMINISTRATORS</b>	<b>HOURLY RATE</b>
---	--------------------

Project Designer I	\$	75.00
Project Designer II	\$	92.00
Project Designer III	\$	96.00
Project Designer IV	\$	106.00
Sr Project Designer I	\$	116.00
Sr Project Designer II	\$	130.00
Sr Project Designer III	\$	151.00
Project Administrator I	\$	71.00
Project Administrator II	\$	81.00
Project Administrator III	\$	91.00
Project Administrator IV	\$	101.00

<b>ENGINEERING/CAD TECHNICIANS</b>	<b>HOURLY RATE</b>
------------------------------------	--------------------

Engineering Tech I	\$	70.00
Engineering Tech II	\$	78.00
Engineering Tech III	\$	89.00
Engineering Tech IV	\$	96.00
Sr Engineering Tech I	\$	88.00
Sr Engineering Tech II	\$	96.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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Sr Engineering Tech III	\$	103.00
Sr Engineering Tech IV	\$	110.00
CAD Manager	\$	140.00

<b>CONSTRUCTION ENGINEERS</b>	<b>HOURLY RATE</b>
-------------------------------	--------------------

Construction Eng I	\$	82.00
Construction Eng II	\$	89.00
Construction Eng III	\$	97.00
Construction Eng IV	\$	106.00
Sr Construction Eng I	\$	112.00
Sr Construction Eng II	\$	125.00
Sr Construction Eng III	\$	144.00
Sr Construction Eng IV	\$	156.00
Sr Construction Eng V	\$	173.00
Sr Construction Eng VI	\$	191.00

<b>STORMWATER</b>	<b>HOURLY RATE</b>
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Stormwater Technician I	\$	70.00
Stormwater Technician II	\$	79.00
Stormwater Technician III	\$	86.00
Stormwater Technician IV	\$	95.00
Sr Stormwater Technician I	\$	88.00
Sr Stormwater Technician II	\$	95.00
Sr Stormwater Technician III	\$	103.00
Sr Stormwater Technician IV	\$	109.00

<b>CONSTRUCTION</b>	<b>HOURLY RATE</b>
---------------------	--------------------

Observer I	\$	54.00
Observer II	\$	64.00
Observer III	\$	79.00
Observer IV	\$	85.00
Observer V	\$	96.00

<b>CONSTRUCTION COORDINATORS</b>	<b>HOURLY RATE</b>
----------------------------------	--------------------

Const Coord I	\$	94.00
Const Coord II	\$	102.00
Const Coord III	\$	112.00

<b>LAND SURVEYORS</b>	<b>HOURLY RATE</b>
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Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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<i>*Land Surveyor I</i>	\$ 108.00
Land Surveyor II	\$ 122.00
Land Surveyor III	\$ 139.00
Sr Land Surveyor I	\$ 156.00
Sr Land Surveyor II	\$ 176.00
Surv Proj Manager I	\$ 91.00
Surv Proj Manager II	\$ 111.00
Surv Proj Manager III	\$ 125.00
Sr Survey Project Manager I	\$ 143.00
Sr Survey Project Manager II	\$ 154.00
Sr Survey Project Manager III	\$ 169.00
<b>SURVEY OFFICE/CAD TECHNICIANS</b>	<b>HOURLY RATE</b>
Survey Technician I	\$ 72.00
Survey Technician II	\$ 82.00
Sr Survey Tech I	\$ 88.00
Sr Survey Tech II	\$ 93.00
Sr Survey Tech III	\$ 100.00
<b>PARTY CHIEFS</b>	<b>HOURLY RATE</b>
<i>*Party Chief I</i>	\$ 84.00
<i>*Party Chief II</i>	\$ 94.00
<i>*Party Chief III</i>	\$ 105.00
<b>SURVEY FIELD CREW</b>	<b>HOURLY RATE</b>
<i>*Field Tech Apprentice I</i>	\$ 46.00
<i>*Field Tech Apprentice II</i>	\$ 58.00
<i>*Field Tech I</i>	\$ 65.00
<i>*Field Tech II</i>	\$ 74.00
<i>*Field Tech III</i>	\$ 84.00
<b>PILOT</b>	<b>HOURLY RATE</b>
Pilot	\$ 103.00
<b>OFFICE</b>	<b>HOURLY RATE</b>
Acct Assistant I	\$ 56.00
Acct Assistant II	\$ 66.00
Acct Assistant III	\$ 76.00
Administrative Intern	\$ 39.00

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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Administrative Asst I	\$	55.00
Administrative Asst II	\$	60.00
Sr Administrative Asst I	\$	69.00
Sr Administrative Asst II	\$	79.00
Administrative Coord	\$	79.00
Client Development Manager I	\$	105.00
Client Development Manager II	\$	124.00
Client Development Manager III	\$	143.00
Client Development Manager IV	\$	162.00
Client Development Manager V	\$	181.00
Client Development Director	\$	179.00
Client Manager I	\$	112.00
Client Manager II	\$	126.00
Client Manager III	\$	140.00
Controller	\$	185.00
Graphic Designer I	\$	78.00
Graphic Designer II	\$	88.00
HR Assistant I	\$	59.00
HR Assistant II	\$	78.00
HR Manager	\$	141.00
IT Applications Manager	\$	128.00
IT Department Manager	\$	165.00
IT Intern I	\$	48.00
IT Tech I	\$	58.00
IT Tech II	\$	70.00
Marketing Asst I	\$	50.00
Marketing Asst II	\$	62.00
Marketing Coord I	\$	78.00
Marketing Coord II	\$	86.00
Offices Services Manager	\$	118.00
Org Development	\$	95.00
Org Development Lead	\$	110.00

*\*These category rates include fields supplies and equipment.*

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Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

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These charges include full compensation for payroll costs, general overhead, administration and anticipated profit on labor. Charges for items other than labor which are applicable to the project are listed on Schedule #2.

Personnel usually perform duties related to their classification; however, in the interest of efficiency, personnel with diversified experience may perform several types of work; in all cases, charges will be made according to payroll classification and not according to the type of work performed.

RESOLUTION NO. \_\_\_\_-2021

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Shawn Kannedy's salary be set at \$79,482.63 beginning July 1, 2019 and 82,661.94 beginning July 1, 2020. Shawn's salary will be corrected by ½% to keep his salary at 25% above the Captain's salary.

Passed and approved this 15<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Ron Cumberledge, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Carl, City Clerk

RESOLUTION NO. \_\_\_\_-2021

Be it hereby resolved by the City Council of the City of Carter Lake, Iowa that Ronnie Fisher's wages be set at \$18.12 per hour beginning April 4, 2021. Ronnie has been employed by the Carter Lake Parks Department for 10 years.

Recommended by: Employee Handbook - Longevity.

Passed and approved this 15<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Ron Cumberledge, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Carl, City Clerk

CARTER LAKE CITY COUNCIL MEETING  
MONDAY, FEBRUARY 15, 2021

Meeting was called to order by Mayor Ron Cumberledge at 7:00 p.m. Roll of the council, present: Jackie Wahl, Pat Paterson, Keebie Kessler, Denise Teeple and Jason Gundersen; city attorney Mike O'Bradovich and city clerk Jackie Carl were present.

The agenda was reviewed, upon motion duly made by Gundersen, and seconded by Kessler, the agenda was approved; the motion was passed unanimously. Upon motion of Kessler seconded by Teeple, the consent agenda was approved that included claims, receipts and financial reports for January, motion was approved unanimously. Paterson moved to approve Fire Department membership for Greg Stephans, Ranelle Moraski, Phyllis Malm, seconded by Kessler; motion was approved unanimously. Kessler moved to approve Fire Cadet Membership for Tyler Doremus, seconded by Paterson; motion was approved unanimously. Gundersen moved to approve salvage yard permit for City Super Shop, seconded by Paterson; motion was approved unanimously. Kessler moved to approve liquor license renewal for Dollar General Store, seconded by Teeple; motion was approved unanimously.

Mayor Cumberledge read his statement of facts surrounding of the events that led to the presentation of a conceptual drawing from the current operators for Shoreline Golf course to the city council during the budget workshop on Monday, February 8th. The conceptual drawing illustrated a new street and 150 housing lots surrounding a redesigned nine-hole golf course.

Communications from the Public: Bill Dahlheimer thanked the council and staff for all the work they have done for the city. Michael Bockman read a prepared statement voicing concerns against any new development or redevelopment of the Shoreline Golf Course.

Mayor Cumberledge provided an update concerning the plans for the Community Center that the design stage is moving along and that the committee expects to see construction bids later this spring. A community meeting will be advertised in the near future to receive public comments. The Mayor told the council about request from the Ponca Tribe to work on a storm water easement around the casino and down Abbott Drive. The Mayor has been approached by a Locust Street business to amend the zoning matrix to allow additional business uses to be added to the matrix to allow the business to expand accessory building use. Gundersen moved to send the request to the Planning Board for review and recommendation, seconded by Paterson; unanimous approval.

Clerk Jackie Carl provided an update on the budget process that the City Council has completed, and will set for hearing on March 15, 2021 at 7 p.m. Copy of the budget packet is located on the city website home page. Reviewing the current grants and financing that are managed by the Clerk, The sewer lining project has received a permit from the IDNR to allow the city to move forward with the project. We anticipate the bids to go out in late March with award to take place in late April. The Clerk has completed the preliminary application to MAPA for the trail grant up to \$400,000 to complete up to 1.8 miles of additional trails to the city with

establishing a connection with the Omaha trail at Kiwanis Park. Expect to receive preliminary award letter in April and will proceed with the IADOT application with that award anticipated for October 2021. Design will not start until after the final award is granted from the IADOT. The clerk is working with bond attorneys and bond marketing firm to complete an analysis of the best options for moving forward with the financing of \$2,000,000 in bonds to be paid with local option sales tax. There will be no new or increased tax to the property owners of Carter Lake.

Paterson moved to approve resolution to approve Loan Agreement with USDA re: sewer re-lining project, seconded by Teeple; motion was approve unanimously. Gundersen moved to approve resolution to set wage for Mark Murray seconded by Kessler; motion was approve unanimously. Gundersen moved to approve resolution to set wage for Matthew Owens seconded by Paterson; motion was approve unanimously. Gundersen moved to approve resolution to set public hearing for 2021-2022 budget hearing on March 15 at 7 p.m. seconded by Teeple; motion was approve unanimously. Gundersen moved to table amendments to ordinance re: animal control procedures and fines, seconded by Paterson; motion was approve unanimously.

Council received public comments against changes to the golf course.

Gundersen moved to adjourn at 8 p.m. seconded by Paterson; motion was approve unanimously.

Jackie Carl  
Carter Lake City Clerk

Ron Cumberledge  
Mayor

PLANNING BOARD MEETING  
Monday, March 8, 2021 7:00 P.M.

The Planning Board meeting was called to order at 7:00 p.m. by Chairman Ed Palandri. Roll Call: Present: Kathy Dueling, Nate Bradburn, Tim Podraza, Jay Gundersen and Ed Palandri; Absent: Ray Pauly and Scott Crowder.

Gundersen moved to approve rearranging the agenda to allow item 2B to be first on agenda, seconded by Bradburn; Unanimous approval. Podraza moved to approve consent agenda items building permit listing and planning board minutes, seconded by Dueling; Unanimous approval.

New Business:

Item 2B:

Chris McGrew owns McGrew Trucking aka McGrew Real Estate Holdings, LLC regarding the warehouse property located at 2920 N. 5th Street. Plan to bring in rail containers remove palletized dry agricultural product. Supplement and nutrients for hog operations, this will only be a warehousing location, product will be in possession for about 2 days and then it is transported out to business. Motion by Ed second by Jay to conceptually support the proposed use of the building and the proposed zoning changes needed to allow the type of business in the C-1 District Expand the definition to of agricultural sales and services to include warehousing and amend the matrix to include this type of business in the C-1 district. And will hold public hearing before sending recommendation to the City Council; and the planning board would recommend a conditional use permit with certain terms and conditions, most notably comply with any of the zoning regulations of the M-1 and M-2 district which is industrial. Developer intends to start within 60 days with beautification and improvements.

Item 2A: Zoning for C/L and CA) District:

Two existing Carter Lake businesses are evaluating plans to add new buildings along Locust Street for expansions. The current zoning code and matrix does not allow for the proposed services they wish to provide in the new buildings.

The first business is located in the C/L zoning district; after a verbal description provided by Mayor Ron Cumberledge the board discussed the following definitions: ***“Business Support Services”*** is as follows: *Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, messenger and delivery services, custodial or maintenance services, and convenience printing and copying.* And ***“Maintenance Facilities”*** as defined is a public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or sewer yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.

The board agreed that language amendments to the current definition would allow these businesses to move forward with their expansions.

The second business is located in the CA District and the Board is uncertain as to what the development plans are and what will need to be addressed for the zoning.

Motion by Palandri second by Gundersen that the planning board is in support of development of both projects with the understanding that some changes to the zoning regulations may be needed on the advice of the city attorney.

With no further comments, Palandri moved to adjourn seconded by Dueling at 7:30 p.m.

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Ed Palandri, Chairman

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Jackie Carl, City Clerk



**OVERTIME AND COMPTIME REPORT**

February 5, 2021

**MAINTENANCE OVERTIME****HOURS****AMOUNTS**

BOB MCCLOUD

01/25/21 Snow Removal  
 01/26/21 Snow Removal  
 01/28/21 Snow Removal  
 02/04/21 Snow Removal

6 1/4

1

1/2

1

8 3/4

159.38

25.50

12.75

25.50

\$ 223.13

RANDY SMITH

01/25/21 Snow Removal  
 01/26/21 Snow Removal  
 02/04/21 Snow Removal

5 1/2

1 1/4

1

7 3/4

145.53

33.08

26.46

\$ 205.07

**TOTAL MAINT OVERTIME:****16 1/2****\$ 428.19****POLICE OVERTIME****HOURS****AMOUNTS**

NICK DARGY

02/01/21 Late call

1

\$ 36.65

MATT OWENS

01/28/21 Court  
 02/04/21 Court  
 1/23 to 2/5 1/2 hr x 5 days / Dog Maintenance

3

3

2 1/28 1/2

118.49

118.49

98.74

\$ 335.71

**TOTAL POLICE OVERTIME:****9 1/2****\$ 372.35****PARKS DEPT OVERTIME****HOURS****AMOUNTS**

CHARLES BENNETT

01/24/21 Snow Removal

2

\$ 37.86

RONNIE FISHER

01/24/21 Snow removal

2

\$ 54.00

MARK MURRAY

01/24/21 Snow removal  
 01/26/21 Snow removal

2

1

3

69.00

34.50

\$ 103.50

**TOTAL PARKS OVERTIME:****7****\$ 195.36****FIRE DEPT OVERTIME:****HOURS****AMOUNTS**

PHILLIP NEWTON

01/26/21 Helped with Snow Removal

4

\$ 139.68

**TOTAL FIRE DEPT OVERTIME:****4****\$ 139.68****TOTAL ALL OVERTIME:****37****\$ 1,135.58****COMPTIME EARNED:****OT HOURS****COMP HRS**

MATTHEW SEWING

02/01/21 Meeting  
 02/02/21 Late call

1/2

1/2

1

3/4

3/4

1 1/2

ADAM SWINARSKI

01/29/21 Late Call

1/2

3/4

**TOTAL COMPTIME EARNED:****1 1/2****2 1/4**

## OVERTIME AND COMPTIME REPORT

February 5, 2021

### **COMPTIME USED:**

NICK DARGY

02/03/21

### **HOURS**

10

MARCOS MARQUEZ

02/03/21

4

ADAM SWINARSKI

01/25/21

1

**TOTAL COMPTIME USED:**

**15**

### **COMPTIME BALANCES:**

GARY CHAMBERS

### **HOURS**

1 1/4

NICK DARGY

69

JOSH DRISCOLL

30 1/2

RYAN GONSIOR

41

JACOB HUSCROFT

59 1/4

MARCOS MARQUEZ

0

ROBERT MCCLOUD

43 1/2

MATT OWENS

45 3/4

MATTHEW SEWING

18 1/2

ADAM SWINARSKI

15 1/2

LAURI WILHITE

4 1/4

**TOTAL COMP BALANCES:**

**328 1/2**

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### **ADMIN BALANCES:**

SHAWN KANNEDY

### **HOURS**

80

**OVERTIME AND COMPTIME REPORT**

February 19, 2021

**MAINTENANCE OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
BOB MCCLOUD			
02/06/21	Snow Removal	6 3/4	172.13
02/11/21		1/4	6.38
02/13/21	Snow Removal	4 3/4	121.13
02/14/21	Snow Removal	2	51.00
		<u>13 3/4</u>	<u>\$ 350.63</u>
RANDY SMITH			
02/06/21	Snow Removal	6 3/4	178.61
02/11/21		1/4	6.62
02/13/21	Snow Removal	5	132.30
02/14/21	Snow Removal	2	52.92
		<u>14</u>	<u>\$ 370.44</u>
<b>TOTAL MAINT OVERTIME:</b>		<b>27 3/4</b>	<b>\$ 721.07</b>

**POLICE OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
GARY CHAMBERS			
02/15/21	Worked Holiday	8	\$ 364.22
NICK DARGY			
02/15/21	Worked Holiday	10	\$ 377.40
JOSH DRISCOLL			
02/15/21	Worked Holiday	10	\$ 478.65
JACOB HUSCROFT			
02/15/21	Worked holiday	10	\$ 376.65
MATT OWENS			
02/14/21	Late case	1/2	19.75
2/6 to 2/19	1/2 hr x 6 days / Dog Maintenance	3	118.49
		<u>3 1/2</u>	<u>\$ 138.23</u>
MATTHEW SEWING			
02/15/21	Worked Holiday	10	\$ 377.10
<b>TOTAL POLICE OVERTIME:</b>		<b>51 1/2</b>	<b>\$ 2,112.25</b>

**PARKS DEPT OVERTIME**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
RONNIE FISHER			
02/06/21	Snow removal	5 1/2	148.50
02/13/21	Snow removal	2 1/2	67.50
		<u>8</u>	<u>\$ 216.00</u>
MARK MURRAY			
02/06/21	Snow removal	5 3/4	198.38
02/13/21	Snow removal	3	103.50
		<u>8 3/4</u>	<u>\$ 301.88</u>
<b>TOTAL PARKS OVERTIME:</b>		<b>16 3/4</b>	<b>\$ 517.88</b>

**FIRE DEPT OVERTIME:**

		<b><u>HOURS</u></b>	<b><u>AMOUNTS</u></b>
PHILLIP NEWTON			
02/17/21	911 Meeting	4 1/4	\$ 148.41
<b>TOTAL FIRE DEPT OVERTIME:</b>		<b>4 1/4</b>	<b>\$ 148.41</b>
<b>TOTAL ALL OVERTIME:</b>		<b>100 1/4</b>	<b>\$ 3,499.60</b>

**OVERTIME AND COMPTIME REPORT**

February 19, 2021

<b><u>COMPTIME EARNED:</u></b>		<b><u>OT HOURS</u></b>	<b><u>COMP HRS</u></b>
GARY CHAMBERS			
02/15/21	Holiday Hours	8	8
JOSH DRISCOLL			
02/15/21	Holiday Hours	8	8
RYAN GONSIOR			
02/15/21	Holiday Hours	8	8
JACOB HUSCROFT			
02/15/21	Holiday Hours	8	8
MARCOS MARQUEZ			
02/15/21	Holiday hours	8	8
MATTHEW SEWING			
02/15/21	Holiday Hours	8	8
02/19/21	Late call	3/4	1 1/4
		8 3/4	9 1/4
ADAM SWINARSKI			
02/15/21	Holiday Hours	8	8
02/08/21	Late Call	1/4	1/2
		8 1/4	8 1/2
<b>TOTAL COMPTIME EARNED:</b>		<b>57</b>	<b>57 3/4</b>

<b><u>COMPTIME USED:</u></b>	<b><u>HOURS</u></b>
JOSH DRISCOLL	
02/10/21	1/2
JACOB HUSCROFT	
02/19/21	2
MARCOS MARQUEZ	
02/10/21	1
MATTHEW SEWING	
02/07/21	10
ADAM SWINARSKI	
02/09/21	1
02/13/21	3/4
02/14/21	1
	2 3/4
LAURI WILHITE	
02/08/21	4 1/4
<b>TOTAL COMPTIME USED:</b>	<b>20 1/2</b>

<b><u>COMPTIME BALANCES:</u></b>	<b><u>HOURS</u></b>
GARY CHAMBERS	9 1/4
NICK DARGY	69
JOSH DRISCOLL	38
RYAN GONSIOR	49
JACOB HUSCROFT	65 1/4
MARCOS MARQUEZ	7
ROBERT MCCLOUD	43 1/2
MATT OWENS	45 3/4
MATTHEW SEWING	17 3/4
ADAM SWINARSKI	21 1/4
LAURI WILHITE	0
<b>TOTAL COMP BALANCES:</b>	<b>365 3/4</b>

<b><u>ADMIN BALANCES:</u></b>	<b><u>HOURS</u></b>
SHAWN KANNEDY	80



## Carter Lake Iowa Police Department

950 E Locust St, Carter Lake, IA 51510

Phone (712) 347-5920 Fax (712) 347-6486

### CLPD Monthly Arrest Report

Printed on March 1, 2021

Case Number	Charges	Arrest Date	Last, First Name	Address
CL21-000110	Possess Drug Paraphernalia; Carry	02/25/21	WEBSTER, RYAN	1031 AVENUE H,
CL21-000082	POSSESSION OF CONTROLLED	02/09/21	DAHLGREN, DANNY	1000 LOCUST STREET,
CL21-000120	OMVWOC -- Motor Vehicle;	02/28/21	HAWKINS, TYLAN	901 SILVER LANE,
CL21-000118	OPERATING WHILE	02/26/21	BAUGHMAN,	
CL21-000070	Disorderly Conduct -- Fighting	02/03/21	BENNETT, REMO	2510 ABBOTT PLZA,
CL21-000115	VIOLATION OF NO	02/26/21	DANIELS, PATRICK	13TH AND AVE P,
CL21-000068	FUGITIVE FROM JUSTICE - 1989	02/03/21	PORTER, RANDY	
CL21-000105	HOLD FOR OTHER IOWA	02/22/21	SPORLEDER, JAMES	9TH AND AVE H,
CL21-000065	Domestic Abuse Assault, 1st Off	02/02/21	RING, DANIEL	1507 WALKER STREET,
CL21-000088	Child Endangerment, Bodily Injury	02/13/21	RIOS, JUAN	3510 N 9TH STREET,
CL21-000087	Domestic Abuse Assault, 1st Off	02/12/21	ROSS, RYAN	
CL21-000078	FUGITIVE FROM JUSTICE - 1989	02/08/21	KUNZMAN, JOSHUA	9TH AND WOOD AVE,

**Total Records: 12**



# Carter Lake Iowa Police Department

950 E Locust St, Carter Lake, IA 51510

Phone (712) 347-5920 Fax (712) 347-6486

## CFS Monthly Report

Printed on March 1, 2021

### Codes With Descriptions

	Totals	
911 - 911 HANGUP CALL	2	2
ADMIN - ADMINISTRATIVE ASSIGNMENT	5	5
ALAB - BUSINESS ALARM	4	4
ANIMAL - ANIMAL COMPLAINT	5	5
ASSA - ASSAULT	2	2
ASSA - ASSAULT; E4 - ASSAULT/SEXUAL ASSAULT/STUN GUN	1	1
ASSA - ASSAULT; E6 - BREATHING PROBLEMS	1	1
BURG - BURGLARY	1	1
CIVIL - CIVIL PAPERS, CIVIL SITUATION, KEEP THE PEACE	2	2
CLOC - CHECK LOCATION	16	16
COMPLAINT - COMPLAINT REPORT	5	5
CRIM - CRIMINAL MISCHIEF OR VANDALISM	1	1
CWEL - CHECK THE WELFARE	26	26
DISTBAR - DISTURBANCE AT A BAR	1	1
DIST - DISTURBANCE	21	21
DIST - DISTURBANCE; E26 - SICK PERSON (SPECIFIC DIAGNOSIS)	1	1
DIST - DISTURBANCE; E4 - ASSAULT/SEXUAL ASSAULT/STUN GUN	1	1
DUI - OWI OR IMPAIRED DRIVER	2	2
E17 - FALLS; ASFD - ASSIST FIRE DEPARTMENT	2	2
E19 - HEART PROBLEMS/AICD; ASFD - ASSIST FIRE DEPARTMENT	1	1
E26 - SICK PERSON (SPECIFIC DIAGNOSIS); ASFD - ASSIST FIRE DEPARTMENT	2	2
EMED - MEDICAL EMERGENCY; ASFD - ASSIST FIRE DEPARTMENT	1	1
EVID - EVIDENCE	1	1
FAFDS - AUTOMATIC FIRE DETECTION SIGNAL; ASFD - ASSIST FIRE DEPARTMENT	1	1
FELEV - SUBJECT TRAPPED IN ELEVATOR; ASFD - ASSIST FIRE DEPARTMENT	1	1
FOLL - FOLLOW UP	10	10
FOUND - FOUND PROPERTY	1	1
HARR - HARASSMENT	2	2
JUV - JUVENILE PROBLEMS	3	3
LPERSON - LOCATED OR FOUND PERSON/JUVENILE	1	1
MJUV - MISSING JUVENILE	2	2
MOTA - MOTORIST ASSIST	6	6
NOIS - NOISE COMPLAINTS	2	2
OPEN - OPEN DOOR	1	1
PARKING - PARKING PROBLEMS, CONTINUOUSLY PARKED VEHICLE	20	20
PD - PROPERTY DAMAGE ACCIDENT	5	5
REST - PROTECTIVE OR RESTRAINING ORDER VIOLATION	1	1
SEXU - SEXUAL ASSAULT	1	1
STNV - STOLEN VEHICLE	1	1

**Codes With Descriptions****Totals**

SUSP - SUSPICIOUS ACTIVITY	15	15
THEFT - THEFT	4	4
THREAT - THREATS	3	3
TRAFFIC - TRAFFIC STOP	131	131
TRESPASS - TRESPASSING	12	12
VICE - DRUGS, PROSTITUTION, VICE ASSIGNMENT	3	3
WANTED - WANTED PERSON	1	1
	1	1
<b>Totals</b>	332	332

## Senior Center Monthly Report for February 2021

Meals served 680

Volunteer Hours Performed 0

Activity Reports Attached

Needs for Center- The light outside above the front entry door is not working again.

Meetings—

Break down of meals= We served 680 meals all homebound in 18 days. Averages out to be about 37.5 meals per day. We are doing hot, frozen, and box meals.

**Connections has said we will reopen for congregate meals when more seniors are vaccinated.**

Thank you, Linda Tice

My Cell # 402-813-2461



# **Carter Lake Fire Department Monthly Report**

## **Proudly Serving since 1956**

**Department Head: Chief Eric Bentzinger**

**Report done by: Coordinator Phillip Newton**

**Contact information: Station # 712-347-5900**

**Email: [clfire@carterlake-ia.gov](mailto:clfire@carterlake-ia.gov)**

**\*\*\* Check us out on Facebook—Carter Lake Fire & Rescue \*\*\*\***

### **Month: February 2021**

**Continuous Issues/Budget:**

**Employee and Organization Development:**

**Pancake Breakfast: Pancake Breakfast on May 2<sup>nd</sup>, 2021 at the Fire Station**

Monthly Meetings:	6:30-Done	Officers: 10 members, Mass: 22 members, Smoke Eaters, 19 members
Fire training:	9-noon	Art of reading smoke 6 members
Fire training:	7-10pm	Art of reading smoke 11 members
EMS training:	7-10pm	Medical emergencies 15 members

**Safety Minutes:** Please see safety minutes attached to email

**Safety Committee:** Next Safety Meeting is April 6th 13:00 at City Hall.

**Total Calls for the month:** 2020 – 431 Total calls 2019- 443 Total Calls 2018 – 494 Total Calls

EMS (ambulance) 31

Fire/Other calls: 7

**Other: Additional Information for Mayor, City Council & Citizens:**

#### **1. Looking for In Town Volunteers, Call Phill at station 712-347-5900**

2. New Breakfast schedule. Public breakfasts will now be 3 times a year. Breakfasts will be in February, May & October. We will also continue to do the breakfast in July for pancakes in the park. This will be held only in the park and only for the attendees of the church service.

Meeting Date: \_\_\_\_\_ Location: \_\_\_\_\_

Location: \_\_\_\_\_


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This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, text, or other markings on the page.

This image shows a full page of a document template. It consists of a series of evenly spaced, horizontal black lines running across the width of the page. The lines are thin and uniform, providing a guide for writing or drawing. There are no margins, text, or other markings present on the page.

# SAFETY ACTION PLAN

Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	

Library Board Meeting  
Brooks-Fennell Multi-Purpose Room  
Special Meeting – Community Center  
Friday, February 19, 2021  
2:00 p.m.

Attendees: Patti Midkiff, Bonnie Freeman, Viki Hawkins, Jo Chullino, Delbert Settles, Donna Callender and Bob Zagozda. Library Director Theresa Hawkins. Tack Architects – Chris Houston & Nichole Schultes, Mayor Ron Cumberledge, Ed Palandri.

Patti called the meeting to order.

Presentation by Tack Architects with discussion of current plans.

- Reconfigure/move circulation desk
- Add sink to office/break room area.
- Move Children's Area to front door entryway area.
- Keep book drop where it is currently located.
- Close one of two entryways into office area.
- Carpet/paint in any area under construction will come out of Community center funds.

Took a walk around the library to look around and discussed other possible options.

Patti made the motion to adjourn and Delbert seconded. Motion passed. Meeting adjourned 3:15pm.

Submitted  
Viki Hawkins, Secretary  
February 22, 2010

Library Board Meeting  
Brooks-Fennell Multi-Purpose Room  
Monday, February 22, 2021  
2:00 p.m.

Attendees: Patti Midkiff, Bonnie Freeman, Viki Hawkins, Delbert Settles, Donna Callender and Bob Zagozda. Library Director Theresa Hawkins. Absent: Jo Chullino

Patti called the meeting to order.

Minutes: Bonnie made the motion to accept the minutes of the January 2021 meeting. Bob seconded. Motion passed.

Financial Report: Bob made the motion to accept the January 2021 city financial report. Viki seconded. Motion passed.

Action on Bills: Donna made the motion to approve the bills. Delbert seconded. Motion passed.

Librarian' Report: Viki made the motion to accept the report. Bob seconded. Motion passed.

**January Circulation/Revenue Reports**

Magazine/Newspaper Circulation	33
Reference Questions	19
WIFI Usage	67
Computer Usage	33
Tech Help	7
Bridges	(Audio - 15, E-Book - 40, Magazine - 10 & Movie - 12)
Notary	3
New Cards	Adult – 6 Juvenile - 2
Patron Count	505
Circulation	342
Fontenelle Forest Pass	0
Lauritzen Garden Pass	0
Coffee Club	2 meetings/11Adults
Grab & Go	22
Homebound	1
Donations (Library CIP)	\$1,837.25

**Library Snapshot**

Current Checked Out: 172

Overdue: 39

Lost: 1

Holds Ready: 1

Holds Pending: 1

Unpaid Fines: 73 Amount due: \$1,417.56

Patrons Active: 1,432

Materials: 9,003

Copies: 9,174

Patron printer total cost for parts and labor \$591.00.

Will do Grab & Go until SRP sign-up and start in person pre-school story time September 7, 2021.

Pottawattamie County will have an increase in funding for FY22 - Total allocation will be \$2,473. Discussion on unpaid fines. The library no longer charges fines on materials and when patrons with fines; on accounts check out; the amount due will be deleted. Donna made a motion to purchase three patron computer desk from Library CIP. Viki seconded. Motion passed.

Unfinished Business: Collection Development Policy – Theresa will make grammar changes. Bob made the motion to accept the Collection Development Policy with corrections. Bonnie seconded. Motion passed.

New Business: New Library Trustee – Patti introduced new trustee Bob Zagozda

Community Center/Library - Discussed requesting a wall where current library stack is to direct traffic from new entryway to front desk.

Policy Updates – Internet Use Policy, Unattended Child Policy and Computer Use Policy – Theresa will make changes as discussed for final review and adoption at March 29, 2021 meeting.

Viki made the motion to adjourn. Donna seconded. Meeting adjourned 3:25 p.m.

Submitted

Viki Hawkins, Secretary

February 23, 2021