



BOARD OF TRUSTEES
Regular Meeting Agenda
205 East State Street
AUGUST 18, 2022 12:00 Noon

1. Roll Call
2. Approval of Agenda
3. Public Comment Period
4. **Decision:** Consent Agenda
 - a. Approval of Regular Meeting Minutes of July 19, 2022
 - b. Approval of Bill Schedule #715 Totaling \$1,212,262.17
 - c. Departmental Reports
 - d. Approval of accounts with unpaid rates or charges that are eligible to be certified to become a lien upon real estate
5. **Decision:** Review and approval of Monthly Financial Statement, Investment Report and Capital Report
6. **Decision:** Review and approve Resolution Approving Task Order 5 for Engineering Services Agreement for the Design and Construction of New Reverse Osmosis (RO) Membrane Treatment Process Train with HDR Engineering, Inc. for an amount not to exceed \$4,057,641.00.
7. **Decision:** Review and approve agreement with Terracon Consultants, Inc. for Geotechnical Engineering Services for an estimated amount of \$21,300.
8. **Decision:** Review and approval of Application for Payment No. 1 for the South Street Water Main Replacement Project in the amount of \$195,619.55 to Hurst & Sons Contractors Inc
9. **Decision:** Review and approve Alliant request for easement at 207 E. State Street
10. **Decision:** Review and approve roofing contract with A-1 Coatings & Roofing, LLC in the amount of \$183,896.65 for the 2022-2023 Water Treatment Plant Roofing Project
11. Set date and time for next regular meeting

**MARSHALLTOWN WATER WORKS BOARD OF TRUSTEES
REGULAR BOARD MEETING
JULY 19, 2022 12:00 Noon
205 East State Street**

1. ROLL CALL: PRESENT: Trustees: Mack, Young, Eilers
 ABSENT: None

2. There was a motion by Trustee Mack and a second by Trustee Young to approve the Agenda.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
 NAYS: None

3. Chairman Eilers announced that this is the time and place for the public hearing on the South Street Water Main Replacement Project. Chairperson Eilers then asked if there were any public comments. There were no public comments received at the hearing and the General Manager reported that no oral or written comments have been received at the Water Works office. Chairperson Eilers announced that the Public Hearing was closed.

4. The Board reviewed the bids received and the Letter of Recommendation from McClure Engineering Company to award the contract for the South Street Water Main Replacement Project to Hurst & Sons Contractors, Inc. of Waterloo, Iowa for the Total Contract Amount of \$866,095.12. There was a motion by Trustee Mack to approve a Resolution Accepting Bid and Authorizing the Award of Contract for the Marshalltown Water Works South Street Water Main Replacement Project awarding the contract to Hurst & Sons Contractors, Inc for a total of \$866,095.12. There was a second by Trustee Young.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
 NAYS: None

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE
AWARD OF CONTRACT FOR THE MARSHALLTOWN WATER WORKS
SOUTH STREET WATER MAIN REPLACEMENT PROJECT**

WHEREAS, notice to bidders has been duly given as required by law for the Marshalltown Water Works South Street Water Main Replacement Project in Marshalltown, Iowa as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the Board in response to the posted notice to the bidders referred to above, certain proposals for the construction of the above designated project with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Name of Bidder:</u>	<u>Amount of Bid:</u>
Hurst & Sons Construction Inc	\$ 866,095.12
Con-Struct Inc	\$ 870,637.00
J&K Contracting, LLC	\$1,067,261.00
Synergy Contracting L.L.C.	\$1,149,867.00

After consideration of all bids filed, it was determined by the Board that the bid of Hurst & Sons Construction Inc is the best and lowest responsive, responsible bid for the public improvement as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MARSHALLTOWN WATER WORKS;

Section 1. The bid of Hurst & Sons Construction Inc be and the same is hereby accepted for the construction of the project as described in the specifications therefore, as previously ordered by this Board of Trustees, and that contract for this project of the same is now awarded to said contractor in the total amount of \$ 866,095.12.

Section 2. The Chairman and the Secretary of the Board of Trustees are hereby authorized and directed to execute the contract with the contractor for the project as is herein referred to, which shall be contingent upon the contractor filing the required bond.

Section 3. The final settlement upon the contract, as referred to herein with the said contractor, shall be upon the basis of the lump sum and any adjustment prices necessary as is set forth in the bid of the contractor for work performed in this project. The said contract is subject to all of the conditions of this project, the terms of the bidder's written proposal, the plans and specifications as are provided therefore all of which are made a part of this resolution and the said bidder's contract by reference as though the same were set out herein verbatim and in specific detail.

Passed this 19th day of July, 2022, and signed this 19th day of July, 2022.

5. Public Comment Period – There were no members of the public present and General Manager Lovell reported that no written comments had been received.

6. There was a motion by Trustee Young to approve the Consent Agenda: Approval of Regular Board Meeting Minutes of June 21, 2022; Approval of Bill Schedule #714 totaling \$1,728,721.66; Departmental Reports; Approval of accounts with unpaid rates or charges that are eligible to be certified to become a lien upon real estate. There was a second by Trustee Mack.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

7. The Board reviewed the monthly financial statement, investment report and capital report. There was a motion by Trustee Young and a second by Trustee Mack to approve the reports and place them on file.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

8. General Manager Lovell presented the Board with options for updating the Marshalltown Water Works Supplemental Pension Plan. Trustee Mack motioned that the plan be updated to reflect changes in vesting and Rule of 88 to mirror IPERS and to ensure full plan compliance. The motion was seconded by Trustee Young.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

9. General Manager Lovell presented and requested approval for an amended 5-year Capital Improvement Plan that incorporated increased costs to include a 6 MGD treatment expansion and additional distribution system improvements. Trustee Young made a motion to approve the amended plan; the motion was seconded by Trustee Mack.

ROLL CALL VOTE: AYES: Trustees: Mack, Young, Eilers
NAYS: None

10. General Manager Lovell noted that the Marshalltown Water Works Rules and Regulations provide no penalty provision for taps made on water mains without a permit from the Water Works. The Board directed the GM to draft a policy addressing the issue for Board consideration.

11. General Manager Lovell explained that the current tuition policy in the Marshalltown Water Works Employee Handbook is outdated and needs to be revised. The Board directed the GM to draft an updated policy for Board consideration.

12. Updates: General Manager Lovell updated the Board regarding efforts to expand source water and treatment capacity. Exploratory drilling will be conducted to test potential sites identified by hydrogeologic analyses, and the treatment plant expansion studies continue with the preferred site appearing to be at the corner of N Center St and Sand Road.

13. The Board set the date for the next regular Board meeting as August 18, 2022 at 12:00 noon at the Marshalltown Water Works office at 205 E State St.

The Board adjourned.

Respectfully submitted,

Shelli Lovell
Secretary

**MARSHALLTOWN WATER WORKS
BILL SCHEDULE # 715
BILLS TO BE PAID
JULY 2022**

API Solutions, LLC	plumbing replacement,filter-valve & actuator	37,010.33
Arnold Motor Supply	chain lube,o rings,hair pins,hydraulic fluid,oil dry,filter,thread lock,DEF,rags	1,074.43
Automatic Systems Co	PLC upgrade	150,489.00
B & G HVAC Inc	office furnace	6,250.00
Big 8 Tyre Center	tire repair	26.95
Brown Shoe Fit Co	safety boots	200.00
Brown Winick Law	legal fees	1,954.52
Central Iowa Distributing	tissue,towels,soap	347.00
Cessford Construction Company	1" clean stone	3,441.25
Chemsearch	disinfectant spray	281.95
Christie Door	batteries	76.36
Clappsaddle-Garber	professional fees - 5th & 6th Ave	89.00
Column Software PBC	public notification	241.94
CTI Ready Mix	concrete	6,233.64
Ethanol Products LLC	CO2	5,112.72
Fastenal Company	hole saw blade,bolts,marking paint	410.12
Ferguson Waterworks	meters	13,650.00
Fisher Scientific Company LLC	lab supplies	83.90
Grainger	air filters,safety supplies	696.00
Hach Company	lab supplies	1,422.23
Hawkeye Truck Equipment	truck box liner & light bar	970.00
Hawkins Inc	poly phosphate,CL2,fluoride	11,564.20
John Deere Financial T	socket,nozzle,coil,drill kit,battery,gates, circular saw	1,258.62
John Deere Financial V	gear case,sheave,spindle,mower blade	182.72
KB Underground	backhoe use & labor	6,545.00
Mannatt's	concrete	813.40
Marshall County Landfill	disposal	10.00
Marshalltown Chamber of Commerce	membership	184.00
McClure Engineering	distribution engineering fees	11,955.00

Menards	wire,TV hanger,light globes,misc supplies to relocate security computer, conduit,hose clamp,coupling,supplies for shelf,pail with flex hose,drainage kit,gas can,hose bibs,propane,U-posts,shovel,garden set,lumber, supplies for fence repair,cable, plug, measuring wheel,nipple,quick connect, hook,totes,masks,weed killer, concrete mix,tray,filler, tapes, chalk, pavers, wrenches,hose, shut off,fiber glass rip,wire stripper,plier,safety glass, bags,screws,cutting blade,bypass lopper,batteries, sealant,cable ties	3,335.46
Minute Man Inc	typesetting,door hangers	257.00
Mississippi Lime Company	lime	55,138.74
Municipal Supply Inc	couplings,meter,chlorine, valve box,super flex,lube,gasket,megalug	6,901.80
Nelson Fabrication LLC	coupler	195.00
New Century FS	diesel	3,677.76
OnSolve	code red	4,410.00
Plumb Supply	sheer ring	47.36
PR Diamond Products Inc	ductile pipe dry cutting,blade	855.00
Rasmusson Service Center	repair	2,664.77
Safety Solutions	safety meetings	500.00
Spahn & Rose Lumber Co	lumber	30.64
State Hygienic Laboratory	contract lab services	1,275.00
Strands	paint & supplies	283.65
Strauss Security Solutions	software upgrade - access	2,739.00
Thompson True Value	wasp spray	114.96
Trane U S Inc	chiller	1,138.48
Tri-State Lock Service	locking door handle	149.80
Van Meter Inc	motor soft star & repair parts	2,521.15
Xerox Business Company	printer maintenancee	171.20
Total		348,981.05

**MARSHALLTOWN WATER WORKS
BILL SCHEDULE # 715
BILLS PAID
JULY 2022**

Aflac	employee deduction	343.34
Alliant Energy	gas & electricity	5,054.29
Alliant Energy	gas & electricity	60,250.70
Card Services	credit card	5,753.30
City of Marshalltown	sewer receipts -June 2022	473,330.01
City of Marshalltown	storm sewer receipts - June 2022	120,387.66
City of Marshalltown	landfill receipts - June 2022	13,575.58
Collection Services Center	employee deduction	221.53
Collection Services Center	employee deduction	221.53
Consumers Energy	electricity	69.74
Deb Clough	mileage	150.00
Delta Dental of Iowa	employee dental insurance	410.12
Edward A Phillips	deductible paid	137.60
Health Savings Account	employee deductions	195.00
Health Savings Account	employee deductions	195.00
Heart of Iowa Communications	phone & internet services	520.48
IMWCA	workmans comp ins premium 1	1,515.00
Internal Revenue Service	withholding taxes	15,617.84
Internal Revenue Service	withholding taxes	16,765.84
Iowa One Call	locating services	435.40
IPERS	employee pension	12,472.80
Isolved Benefit Services WDM	employee deductions	216.34
Jerry Young	board of trustees compensation	75.00
Joey Jensen	reimbursement - CDL license	26.00
Jon Reuter	deductible paid	59.40
Kim Carter	office cleaning June 2022	500.00
Laura Eilers	board of trustees compensation	75.00
Laura Nordstrom	deductible paid	211.89
Lincoln National Life Ins	employee life ins	278.29
Marshall County Engineers Office	fuel - June 2022	4,809.97

Marshalltown Area United Way	employee contributions	36.00
Mary Bowen	deductible paid	90.00
Merchant Services	cc fee web/phone	3,185.93
Merchant Services	cc fee office	1,032.86
Mike Ellis	deductible paid	40.00
Moler Sanitation	garbage service	110.50
Payroll	payroll	41,027.88
Payroll	payroll	1,449.84
Payroll	payroll	206.10
payroll	payroll	43,238.13
payroll	payroll	1,537.76
payroll	payroll	102.04
Pitney Bowes Bank Inc Reserve Acct	postage	3,300.00
Staples Credit Plan	binders,clips,office supplies	136.41
Stone Sanitation	garbage service	172.16
Tom Mack	board of trustees compensation	75.00
Treasurer State of Iowa	water service excise tax	7,468.69
Treasurer State of Iowa	sales tax	1,914.02
Treasurer State of Iowa	state tax withholding	5,314.00
United Bank & Trust	returned Nacha	141.44
United Bank & Trust	bank fee	6.00
United Bank & Trust	pension 3,356.79 + 5,000.00	8,356.79
United Bank & Trust	returned Nacha	280.28
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	88.93
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nahca	88.93
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned Nacha	77.27
United Bank & Trust	bank fee	6.00
United Bank & Trust	returned check	197.87
United Bank & Trust	bank fee	6.00
United Bank & Trust	pension 3,407.96 + 5,000.00	8,407.96
UPS	postage	29.28
UPS	postage	11.70
US Cellular	internet service	39.23

Felix Pupo	deposit return	16.11
Kray Maung Win	deposit return	36.10
Ben C Probst	deposit return	11.94
Selvin E Gonzalez	deposit return	41.23
Kaw La , Esther Htee	deposit return	54.64
David R Singh Jr	deposit return	31.30
Austin M Leytham	deposit return	15.90
Aaron M Sanders	deposit return	60.67
Orton Homes	deposit return	64.80
Clinton D Arndt	deposit return	76.62
CIT Sewer Solutions	deposit return	97.00
Aone Geothermal	deposit return	150.00
Panda Bor LLC	deposit return	29.95
Paul Seberger	deposit return	116.46
Jason Berkey	deposit return	94.77
Shirleen W Brown	deposit return	315.98
Total		863,281.12

**CUSTOMER SERVICE
MONTHLY REPORT
FOR THE MONTH OF
July 2022**



ACTIVITY	THIS MONTH	THIS MONTH LAST YEAR	2022-2023 FISCAL YEAR
SERVICE CALLS	122	607	122
METERS REPAIRED	0	0	0
REPLACED FROZEN METER	0	2	0
DELINQUENT TAGS	199	303	199
METER SET	1	4	1
TURN OFF FOR NON PAYMENTS	88	53	88
READ AND LEAVE ON - OCCUPANT CHANGE	176	135	176
	586	1104	586

DISTRIBUTION
Marshalltown Water Works
Board Report
August 18, 2022

PROJECTS

1. Washington Street - Replace 6" water main with 8" from 6th to 9th Street
 - a. Phase II - Install last of services and disconnect old line
 - b. All services have been installed and old watermain has been killed

2. City Storm Sewer Project- Realign water main as needed
 - a. The last of the water main reroutes have been completed for this project

3. 5th and 6th Avenue – Replacement of water main
 - a. Have begun laying new water main on 5th Ave
 - b. MWW has laid 1000' of new watermain

4. W South Street – Project was awarded to Hurst and Sons
 - a. Hurst and Sons began work on July 25th
 - b. Pipe has been laid from Center St to 4th St; boring under 6th Street may start next week

5. State Street- Total reconstruction of all utilities and street from 3rd Ave to 3rd Street
 - a. Project has been awarded to Con-Struct
 - b. Start date has not been determined

6. Edgewood- Realign water main as needed, install more than 2,000 feet of 12" watermain
 - a. Project has been awarded to Con-Struct
 - b. 8" watermain has been relocated
 - c. New 12" has been ran across the street of Marion

MAIN BREAKS

1. July 28th 2022, 12th Ave and State St., crack - cause unknown
2. August 9th 2022, Ingledue and 4th street, crack caused by water hammer
3. August 9th 2022, Ingledue and 4th street, sheer break caused by water hammer
4. August 10th 2022, 6th St and High St., crack caused by water hammer

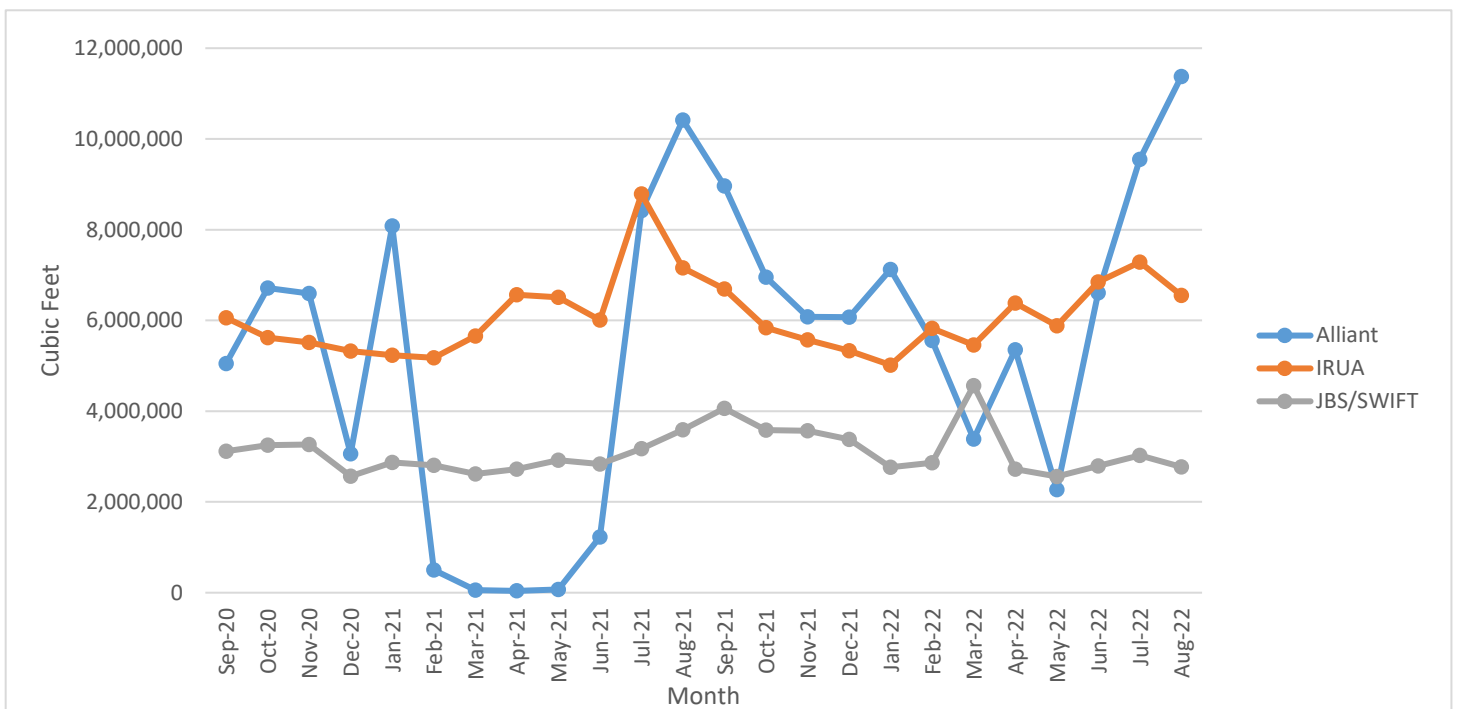
Facilities
Marshalltown Water Works
Board Report
August 18, 2022

1. **Remote PLC Upgrade** still waiting on antenna replacement information, the panels are built and on site
2. **Plant Roof** Bid opening was 8/8/2022, apparent low bid was determined, awaiting board approval
3. **Grounds Maintenance** We have been working on getting fencing repairs done and cleaning up around the ground storage tanks.
4. **CO2 Project** Have received quotes to replace piping from existing tank to the feed point, waiting on quotes to replace electrical wiring.

MWW Largest Users Monthly Report

July 2022 Board Report

	ALLIANT	IRUA	JBS/SWIFT
Bill Date	Cubic Feet	Cubic Feet	Cubic Feet
Sep-20	5,050,300	6,058,281	3,114,600
Oct-20	6,713,000	5,623,584	3,248,400
Nov-20	6,592,900	5,516,649	3,266,100
Dec-20	3,060,000	5,325,064	2,564,300
Jan-21	8,083,000	5,232,350	2,871,500
Feb-21	501,800	5,174,895	2,808,600
Mar-21	60,000	5,653,941	2,617,200
Apr-21	39,400	6,564,326	2,725,600
May-21	71,500	6,511,536	2,918,000
Jun-21	1,226,200	6,008,087	2,833,100
Jul-21	8,422,700	8,784,212	3,171,000
Aug-21	10,413,500	7,155,671	3,586,600
Sep-21	8,962,400	6,690,138	4,059,900
Oct-21	6,951,300	5,837,785	3,580,500
Nov-21	6,083,000	5,574,778	3,570,400
Dec-21	6,071,900	5,330,254	3,375,200
Jan-22	7,126,500	5,017,271	2,766,500
Feb-22	5,559,300	5,822,931	2,860,700
Mar-22	3,388,900	5,460,013	4,565,800
Apr-22	5,353,800	6,385,931	2,721,400
May-22	2,267,800	5,878,866	2,561,200
Jun-22	6,609,800	6,845,401	2,790,900
Jul-22	9,552,600	7,284,903	3,028,400
Aug-22	11,374,300	6,555,263	2,774,300



PROPERTY TAX LIENS TO CERTIFY - AUGUST 2022

PROPERTY OWNER NAME	ADDRESS TO LIEN	AMOUNT
Frese Properties LLC	207 N 14th St	\$28.90
Gauerke, Michael S	310 W Boone St	\$68.54
Guillermo, Avina	506 E Main St	\$254.08
Luense, Brant & Luense, Celeste	428 Swayze St	\$110.36
Macauley, Scott J & Kelly J	913 S 11th Ave	\$50.90
SB Construction Management LLC	306 Bromley St	\$100.33
	TOTAL	\$613.11

SEWER DEPOSIT ACCOUNT
Activity for July
2022

Balance on July 1	\$141,469.20
Deposits for July	\$3,525.00
Interest paid to the City of Marshalltown Check # 2553	\$29.20
Deposit refund for application to the Marshalltown Water Works Check # 2554	\$1,460.00
Interest for July	\$28.49
Balance on July 31	\$143,533.49

MARSHALLTOWN WATER WORKS

**Compiled Financial Statements
And Supplementary Information**

**For the One Month Ended
July 31, 2022**



INCOME STATEMENT

JULY 31ST, 2022

	CURRENT PERIOD ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET	Y-T-D PCT	CURRENT PERIOD PRIOR YEAR	Y-T-D PRIOR YEAR
<u>OPERATIONAL</u>						
RESIDENTIAL	198,979.90	198,979.90	1,916,565.54	10.38	184,262.61	184,262.61
MULTI-FAMILY	21,886.92	21,886.92	225,553.12	9.70	19,791.13	19,791.13
COMMERCIAL	51,462.49	51,462.49	542,073.25	9.49	47,106.55	47,106.55
IRRIGATION	11,860.52	11,860.52	96,552.26	12.28	24,385.21	24,385.21
INDUSTRIAL	282,741.59	282,741.59	2,312,424.96	12.23	241,595.85	241,595.85
WHOLESALE	112,584.66	112,584.66	960,080.53	11.73	112,793.27	112,793.27
NON-METERED	320.02	320.02	1,579.34	20.26	0.00	0.00
TOTAL OPERATING REVENUE	679,836.10	679,836.10	6,054,829.00	11.23	629,934.62	629,934.62
<u>NON-OPERATIONAL</u>						
CITY CONTRACT SERVICES	6,656.19	6,656.19	80,000.00	8.32	6,658.84	6,658.84
PENALTIES	4,268.41	4,268.41	30,000.00	14.23	5,934.62	5,934.62
CUSTOMER SERVICES	1,349.00	1,349.00	10,000.00	13.49	1,029.00	1,029.00
TESTING LABORATORY	231.15	231.15	3,000.00	7.71	324.50	324.50
MERCHANDISE SALES	450.20	450.20	300.00	150.07	132.44	132.44
INTEREST	1,322.48	1,322.48	30,000.00	4.41	1,072.44	1,072.44
RENTALS	0.00	0.00	4,000.00	0.00	0.00	0.00
MISC INCOME	3,537.18	3,537.18	20,000.00	17.69	4,053.66	4,053.66
TIMBER SALES	0.00	0.00	0.00	0.00	0.00	0.00
CONNECTION FEES	9,070.00	9,070.00	20,000.00	45.35	1,541.00	1,541.00
TAPPING FEES	405.00	405.00	2,000.00	20.25	405.00	405.00
TOTAL NON-OPERATIONAL SALE	27,289.61	27,289.61	199,300.00	13.69	21,151.50	21,151.50
TOTAL REVENUE	707,125.71	707,125.71	6,254,129.00	11.31	651,086.12	651,086.12
<u>OPERATING EXPENSES</u>						
SALARIES AND WAGES	128,030.31	128,030.31	1,332,038.00	9.61	99,892.61	99,892.61
PAYROLL TAXES & BENEFITS	47,333.20	47,333.20	554,053.00	8.54	40,785.99	40,785.99
OPTIONAL BENEFITS	4,933.56	4,933.56	74,725.00	6.60	2,419.50	2,419.50
UTILITIES	66,192.82	66,192.82	559,610.00	11.83	47,441.00	47,441.00
FUELS	4,831.01	4,831.01	25,625.00	18.85	3,029.78	3,029.78
SUPPLIES	15,971.39	15,971.39	263,050.00	6.07	19,047.08	19,047.08
MAINTENANCE	7,502.66	7,502.66	262,034.00	2.86	24,842.02	24,842.02
CHEMICALS	50,298.98	50,298.98	681,421.00	7.38	65,091.16	65,091.16
CONTRACT SERVICES	72,624.04	72,624.04	963,000.00	7.54	77,041.97	77,041.97
OTHER OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
DEPRECIATION	42,691.55	42,691.55	456,259.00	9.36	39,485.56	39,485.56
TOTAL OPERATING EXPENSE	440,409.52	440,409.52	5,171,815.00	8.52	419,076.67	419,076.67
MISCELLANEOUS EXPENSES	225.00	225.00	100,900.00	0.22	225.00	225.00
ECONOMIC DEVELOPMENT	0.00	0.00	10,000.00	0.00	0.00	0.00
TOTAL NON-OPERATING EXPENSE	225.00	225.00	110,900.00	0.20	225.00	225.00
TOTAL EXPENSES	440,634.52	440,634.52	5,282,715.00	8.34	419,301.67	419,301.67
INCR(DEC) RETAINED EARNINGS	266,491.19	266,491.19	971,414.00	27.43	231,784.45	231,784.45

DETAILED WATER WORKS BALANCE SHEET

BALANCE SHEET

AS OF: JULY 31ST, 2022

1 -WATER FUND

ACCOUNT#	TITLE	
ASSETS		
=====		
	CASH ON HAND	938.00
	PETTY CASH	300.00
	CASH IN BANK	6,226,979.98
	LESS : SINKING FUNDS	(513,499.76)
	SEWER DEPOSIT FUND	0.00
	SEWER CASH	0.00
	STORM SEWER CASH	0.00
	LANDFILL CASH	0.00
	ACCOUNTS RECEIVABLE	465,844.69
	ACCOUNTS RECEIVABLE-AMP	(1,060.94)
	UNAPPLIED CREDITS	(54,176.25)
	OTHER A/R	0.00
	NON CURRENT RECEIVABLES	(1,990.33)
	MISC AR BILLINGS	125,477.32
	MISC AR UNAPPLIED CREDITS	(89,827.22)
	INTEREST RECEIVABLE	933.74
	CONTRACT RECEIVABLE	0.00
	PREPAID INSURANCE	39,719.26
	UNFINISHED CAP PRO	0.00
	PREPAID BILLING SUPPLIES	3,331.29
	MERCHANDISE FOR RESALE	(910.00)
	PREPAID LIME SLUDGE	(579,375.32)
	PREPAID COMPUTER MAINT	26,999.70
	PREPAID HEALTH INS	0.00
	DERECHO DAMAGER TRACKING ACCT	(370,441.89)
	SINKING FUND	513,499.76
	TEMP CASH INVESTMENT	300,000.00
	LESS IMPROVEMENT FUND ALLOCATI	0.00
	LESS RESERVE FUND ALLOCATION	0.00
	CAPITAL RESERVE INVESTMEN	500,946.14
	IMPROVEMENT FUND	(100,000.00)
	RESERVE FUND	0.00
	ECONOMIC DEVELOPEMENT FUND	0.00
	INVENTORY	0.00
	LAND	1,115,720.58
	PLANT & SOURCE OF SUPPLY	19,161,699.43
	ACCUMULATED DEPR - PLANT	(10,755,693.72)
	DISTRIBUTION SYSTEM & PIPE	14,702,945.22
	ACCUM DEPR DISTRIBUTION	(4,380,427.04)
	METERS	1,536,289.33
	ACCUM DEPR - METERS	(1,218,830.61)
	MACHINE & EQUIPMENT	451,764.83
	ACCUM DEPR - MACH & EQUIP	(398,125.37)
	VEHICLES	321,414.40
	ACCUM DEPR - VEHICLES	(232,574.27)
	CAPITAL IMPROVEMENTS	113,916.16
	ACCUM DEPR - CAPITAL IMPROVEME	(93,385.86)
	CAPITAL IMPROV - BUILDINGS	814,175.67
	ACCUM DEPR - BUILDINGS	(469,642.25)
	OFFICE EQUIPMENT	450,408.83

AS OF: JULY 31ST, 2022

1 -WATER FUND

ACCOUNT#	TITLE	
ACCUM DEPR - OFFICE EQUIPMENT		(404,141.70)
BOOSTER STATION		220,652.58
ACCUM DEPR - BOOSTER STATION		(97,039.72)
BOND ORIGATION FEE		<u>0.00</u>
		<u>27,332,814.66</u>
TOTAL ASSETS		27,332,814.66
=====		
LIABILITIES		
=====		
ACCOUNTS PAYABLE		123,580.46
A/P PENDING		0.00
PAYABLE TO SEWER FUND		0.00
PAYABLE TO STORM SEWER FUND		0.00
PAYABLE TO LANDFILL FUND		0.00
PAYABLE TO METER DEPOSIT FUND		0.00
DEFERRED AMP REVENUE		303.60
CUSTOMER DEPOSITS - SEWER		0.00
CURRENT REFUNDS PAYABLE		4,511.82
BOND INTEREST PAYABLE		9,299.00
FEDERAL WITHHOLDING		0.00
FICA/MED WITHHOLDING		2,786.26
STATE WITHHOLDING		0.00
UNITED WAY		0.00
UNION DUES		0.10
INS WITHHELD		0.00
PRETAX INSURANCE WITHHELD		219.85
UNREIMB MEDICAL		0.00
DEP CHILD CARE		0.00
PENSION		1,557.46
IPERS		1,915.19
COBRA		0.00
WATER WORKS INS PORTION		0.00
INS DEDUCTIBLE WITHHELD		(5,808.49)
VOLUNTARY LIFE INSURANCE		(4.58)
CHILD SUPPORT		0.00
AFLAC		0.00
DENTAL INSURANCE WITHHELD		12.42
VISION INSURANCE WITHHELD		0.00
ACCRUED VACATION		107,071.39
ACCRUED PAYROLL		38,240.66
HSA		0.00
ACCRUED SALES TAX		31,713.73
AR MISC STATE SALES TAX		1.88
AR MISC CITY SALES TAX		0.29
AR MISC SCHOOL SALES TAX		0.00
CURRENT PORTION OF LT DEBT		0.00
WA REVENUE CAPITAL LOAN NOTE		5,330,000.00
LESS : CURRENT PORTION		<u>0.00</u>
TOTAL LIABILITIES		<u>5,645,401.04</u>

BALANCE SHEET

AS OF: JULY 31ST, 2022

1 -WATER FUND

ACCOUNT#	TITLE		
<hr/>			
EQUITY			
=====			
	RETAINED EARNINGS	<u>19,279,891.91</u>	
	TOTAL BEGINNING EQUITY	19,279,891.91	
	TOTAL REVENUE	7,758,046.43	
	TOTAL EXPENSES	<u>5,350,524.72</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	2,407,521.71	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>21,687,413.62</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		27,332,814.66
			=====

DETAILED POOLED CASH

BALANCE SHEET

AS OF: JULY 31ST, 2022

9 -POOLED CASH

ACCOUNT#	TITLE		
<hr/>			
ASSETS			
=====			
	POOLED CASH	6,828,572.55	
	POOL CASH - SW DEPOSITS	143,925.00	
	DUE FROM WATER FUND	0.00	
	DUE FROM SEWER FUND	0.00	
	DUE FROM STORM SEWER FUND	0.00	
	DUE FROM LANDFILL FUND	0.00	
	DUE FROM SW MTR DEPOSIT	<u>0.00</u>	
			<u>6,972,497.55</u>
	TOTAL ASSETS		6,972,497.55
			=====
LIABILITIES			
=====			
	ACCOUNT PAYABLE	0.00	
	DUE TO OTHER FUNDS	6,828,572.55	
	DUE TO SW MTR DEPOSITS	143,925.00	
	WAGES PAYABLE	0.00	
	HSA	0.00	
	ACCRUED SALES TAX	<u>0.00</u>	
	TOTAL LIABILITIES		<u>6,972,497.55</u>
EQUITY			
=====			
	RETAINED EARNINGS	<u>0.00</u>	
	TOTAL BEGINNING EQUITY	0.00	
	TOTAL REVENUE	0.00	
	TOTAL EXPENSES	<u>0.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	0.00	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>0.00</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		6,972,497.55
			=====

MARSHALLTOWN WATER WORKS
INVESTMENT BREAKDOWN
JULY 31, 2022

ACCOUNT	FUND	JULY INTEREST RATE	JUNE INTEREST RATE	DATE ISSUED	DATE MATURED	CURRENT VALUE	PREVIOUS VALUE
UNITED BANK & TRUST		0.25%	0.25%	07/01/07	DAILY	\$ 6,797,944.45	\$ 6,679,469.90
UNITED BANK & TRUST - SWEEP ACCT		0.25%	0.25%	07/03/17	DAILY	\$ 1,000.00	\$ 1,000.00
TRANSFER IN TRANSIT(SWEEP TO OP)						\$ 2,897.78	\$ 0.21
CD 54486 (Farmers Savings Bank)	General	0.55%	0.55%	02/19/22	02/19/23	\$ 100,000.00	\$ 100,000.00
CD 1782799 (Pinnacle Bank)	General	0.41%	0.41%	08/25/21	08/25/22	\$ 100,000.00	\$ 100,000.00
CD 1868663 (Pinnacle Bank)	General	0.41%	0.41%	08/31/21	08/31/22	\$ 100,000.00	\$ 100,000.00
CD 180356 (Pinnacle Bank)	Cap Reserve	1.08%	1.08%	06/06/22	12/05/22	\$ 300,000.00	\$ 300,000.00
CD 71416 (Farmers Savings Bank)	General	0.42%	0.42%	09/23/21	09/23/22	100,000.00	100,000.00
SUB TOTAL						\$ 7,501,842.23	\$ 7,380,470.11

CURRENT TOTAL \$7,501,842.23

Current Average Monthly Yield 0.294%

LAST MONTH TOTAL \$7,380,470.11

Last Month Average Monthly Yield 0.294%

LAST YEAR TOTAL \$6,115,325.96

Last Year Average Monthly Yield 0.283%

MARSHALLTOWN WATER WORKS
 CAPITAL IMPROVEMENTS
 JULY 1, 2022 - JUNE 30, 2023
 AS OF July 31, 2022

	Project		APPROVED BUDGET			EXPENDITURES			REMAINING
	#		2022-2023	PRIOR YEARS	TOTAL	2022-2023	PRIOR YEARS	TOTAL	EXPENDITURES
1172-000-PLANT & SOURCE OF SUPPLY									
Inspect/Rehab 2 Wells	135	21904	\$200,000.00	\$200,000.00	\$400,000.00	\$8,797.20	\$101,260.01	\$110,057.21	\$289,942.79
Chemical Feed System upgrades	143	12005	\$10,000.00		\$10,000.00				\$10,000.00
Valve and actuator replacement			\$50,000.00	\$100,000.00	\$150,000.00	\$18,414.95	\$39,773.27	\$58,188.22	\$91,811.78
CO2 Feed Upgrades			\$200,000.00	\$200,000.00	\$400,000.00				\$400,000.00
Treatment Expansion			\$1,788,686.00	\$196,500.00	\$1,985,186.00	\$12,437.70	\$199,840.77	\$212,278.47	\$1,772,907.53
Copier			\$3,500.00		\$3,500.00				\$3,500.00
Wellfield Expansion				\$400,000.00	\$400,000.00	\$3,702.35	\$92,209.35	\$95,911.70	\$304,088.30
PLC Upgrade				\$497,271.57	\$497,271.57		\$37,344.05	\$37,344.05	\$459,927.52
Plumbing Replacement				\$100,000.00	\$100,000.00		\$3,036.82	\$3,036.82	\$96,963.18
Widen Driveway				\$100,000.00	\$100,000.00				\$100,000.00
Roof Replacement				\$150,000.00	\$150,000.00		\$1,853.40	\$1,853.40	\$148,146.60
1170-000-LAND									
			\$100,000.00		\$100,000.00				\$100,000.00
1174-000-DISTRIBUTION SYSTEM									
Valve and Hydrant Replacement			\$50,000.00		\$50,000.00	\$3,890.00		\$3,890.00	\$46,110.00
Water Mains: Replace, Extend, Relocate, Loop									
- S 5th and S 6th Avenue Replacement	149	32101	\$150,000	\$50,000	\$200,000.00	\$45,875.32	\$27,459.70	\$73,335.02	\$126,664.98
- W South Street main replacement	82	31401	\$870,000	\$5,000	\$875,000.00	\$5,250.00	\$19,073.70	\$24,323.70	\$850,676.30
- Washington Street main replacement	83	31402		\$78,149.30	\$78,149.30	\$13,502.44	\$76,927.76	\$90,430.20	
City/MWW Projects									
- State Street			\$250,000		\$250,000.00				\$250,000.00
- Realignments for City Storm Sewer	129	31902		\$350,000	\$350,000.00	\$5,988.40	\$60,591.96	\$66,580.36	\$283,419.64
-Edgewood Extension			\$200,000.00		\$200,000.00				\$200,000.00
Paint South Tower Interior	151	42201		\$200,000.00	\$200,000.00		\$14,960.00	\$14,960.00	\$185,040.00
Storage Building			\$200,000.00		\$200,000.00				\$200,000.00
1176-000 - METERS									
- Routine Meter Program			\$200,000.00	\$200,000.00	\$400,000.00	\$26,195.09	\$49,169.97	\$75,365.06	\$324,634.94
- Meter Upgrade Program			\$450,000.00		\$450,000.00				\$450,000.00
1178-000 - EQUIPMENT									
Dump Truck				\$200,000.00	\$200,000.00				\$200,000.00
1180-000-VEHICLES									
			\$60,000.00	\$40,000.00	\$100,000.00				\$100,000.00
1182-000-GENERAL									
1184-000-BUILDING									
Generator			\$30,000.00	\$30,000	\$60,000.00		\$1,618.39	\$1,618.39	\$58,381.61
Furnace			\$4,500.00		\$4,500.00				\$4,500.00
Remaining Office Building Interior Updates				\$13,485	\$13,485.44		\$10,701.28	\$10,701.28	\$2,784.16
1186-000-OFFICE EQUIPMENT									
Computer Replacements				\$25,000.00	\$25,000.00		\$19,728.43	\$19,728.43	\$5,271.57
Remaining IT Upgrade				\$53,301.06	\$53,301.06	\$770.57	\$37,074.78	\$37,845.35	\$15,455.71
Tyler Programming Upgrade				\$79,000.00	\$79,000.00				\$79,000.00
1188-000 BOOSTER STATION									
Total FY 21-22									
			\$4,816,686.00	\$3,267,707.37	\$8,084,393.37	\$144,824.02	\$792,623.64	\$937,447.66	\$7,159,226.61

TASK ORDER 5

This Task Order pertains to an Agreement by and between Marshalltown Water Works, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated June 22, 2020, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 5

PROJECT NAME: **Design and Construction of New Reverse Osmosis (RO) Membrane Treatment Process Train**

PART 1.0 PROJECT DESCRIPTION:

OWNER has approved the Preliminary Engineering Report (PER) which recommended the addition of a new RO membrane treatment process train to its existing treatment facilities. While the PER described the proposed facilities in detail, this treatment process train will generally consist of the following: oxidation, detention, granular media filtration, RO membrane softening, decarbonization, associated chemical storage and feed systems, transfer pumping and water main between ground storage reservoirs, raw water supply main extensions, design of four new structures to house treatment facilities, building support systems design, integration of process controls into the current process controls system, code compliance of the new facilities, design of power distribution and emergency backup power generation for new treatment facilities, and site/civil design to support new facilities. Given that the location of the Project Site is in the regulatory floodway and floodplain, ENGINEER will provide field investigative and study report services related to riverine flood modeling and wetlands delineation analyses. An anti-degradation alternatives analysis is included since use of RO membranes instead of lime softening increases the flow of residuals to the Asher Creek outfall.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

See Exhibit A-1 for the scope of services provided by the ENGINEER.

PART 3.0 PERIODS OF SERVICE:

See Exhibit A-2 for deliverables schedule.

PART 4.0 ENGINEER’S FEE:

Fee based on time and materials using the Schedule of Billing Rates in the Master Agreement between HDR and Marshalltown Water Works, with a not to exceed amount of \$4,057,641.00. More details regarding ENGINEER’s compensation are detailed in Exhibit A-5.

PART 5.0 OTHER: Also included under Task Order No. 5 are the following exhibits:

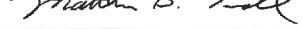
Exhibit A-3 – Duties, Responsibilities, and Limitations of
Authority of Resident Project Representative
Exhibit A-4 – Electronic Documents Protocol

This Task Order is executed this 18th day of August, 2022.

MARSHALLTOWN WATER WORKS
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: 

NAME: Shelli Lovell

NAME: Matthew Tondl

TITLE: General Manager

TITLE: Senior Vice President

ADDRESS: 205 E State St.
Marshalltown, IA 50158

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

This is **EXHIBIT A-1**, consisting of **39** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 15, 2020**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

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

PART 1 – BASIC SERVICES

1.01 Preliminary Design Phase

- A. Upon written authorization from Owner, Engineer shall:
 - 1. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
 - 2. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner.
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 3. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Further mitigation of underground facilities mitigation is the responsibility of the Owner.
 - 4. Surveys, Topographic Mapping, and Utility Documentation
 - a. Coordinate with the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

5. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
6. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
7. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Task Series 100 – Preliminary Design Phase Services:
 - 1) Task 101 – Team Management and Project Control (6 months)
 - a) Budget and invoice management.
 - b) Schedule monitoring and update for project development.
 - c) Resource management and allocation based on project schedules and activities.
 - d) Monthly progress report submitted to Owner with each invoice.
 - 2) Task 102 – Project Planning
 - a) Create the internal Project Management Plan for the project. Project Management Plan will document project activities, constraints, guidelines, budget, and procedures.
 - b) Maintain Project Management Plan, distribute and update as activities dictate.
 - 3) Task 103 – Kickoff Meeting
 - a) Introduce the project team and establish the lines of communication.

- b) Establish review meeting dates.
 - c) Identify Owner staff who are to provide information/services during the project.
 - d) Facilitate discussion of project goals, expectations and objectives.
 - e) Present and request information and initial data needs from Owner.
 - f) Collect background data.
 - g) Conduct key issues brainstorming.
 - h) Kickoff meeting will include Engineer's Project Manager and Project Engineer.
- 4) Task 104 – Background Data
- a) Request and compile the background data provided by Owner in electronic format, as available, and hard copy.
 - b) Engineer will provide a list of requested data to Owner prior to Kickoff Meeting.
- 5) Task 105 – Quality Control
- a) Conduct team meetings on a regular basis during project to facilitate communication flow and design development.
 - b) Provide independent quality control reviews for drawings, specifications, and other project deliverables.
- 6) Task 111 – Site Survey and Base Mapping
- a) Perform topographic survey of the current treatment plant site on North Center Street.
 - b) Perform topographic survey of the water storage and pumping site near the intersection of Sand Road and North Center Street.
 - c) Perform a topographic survey of City-owned property along North Center Street, between the main treatment plant site and Sand Road, about 200 ft-wide.
 - d) Perform a bathymetric survey of the Iowa River from IA-14 to approximately 4,500 feet upstream of N Center Street.
 - e) Include delineation of property lines and right-of-way along roads.
 - f) Include staking for geotechnical exploration borings
- 7) Task 121 – RO Membrane Pre-Procurement Documents
- a) Prepare a draft set of RO membrane procurement documents for review with the Owner.
 - b) Documents shall include specification sections in Divisions 00, 01, and 46.
 - c) Engineer will provide a performance specification of the RO membrane equipment system, major systems and components to be included, list of cost items to develop a capital and life cycle cost of the RO membrane system, and the basis of award.
 - d) Review RO membrane procurement documents with Owner. Incorporate actions items agreed upon with the Owner during the review meeting.
 - e) Engineer shall send RO membrane procurement documents to at least three qualified membrane equipment manufacturers for bidding.

- f) Engineer shall make clarifications to the RO membrane procurement documents via addenda. The last addendum shall be issued no later than 48 hours before the due date/time for RO membrane procurement submittals by Manufacturers.
 - g) Engineer shall review submittals from RO membrane Manufacturers and make a recommendation of award based on the criteria established in the RO membrane procurement documents. If Owner concurs with Engineer's recommendation, the RO membrane procurement documents and the RO membrane Manufacturer's submittal shall be incorporated into the overall design of this Project and assigned to the Project's construction contract.
- 8) Task 131 – Riverine Modeling and Reporting
- a) Data Review, Data Preparation, and Site Visit
 - (i) Review existing Marshall County, Iowa and Incorporated Areas Flood Insurance Study and associated Flood Insurance Rate Map.
 - (ii) Prepare and submit a request to FEMA for the effective hydraulic model for the Iowa River at Marshalltown.
 - (iii) Review aerial photos of the site.
 - (iv) Conduct site visit to confirm site hydraulic characteristics, obtain site photos, and identify location of additional survey (if necessary).
 - (v) Obtain the latest publicly available LiDAR data and land use data for the floodplain within the hydraulic model extent. Request as-built drawings for the bridges on Center Street from Marshall County or the City of Marshalltown, as applicable. If the as-built drawings are not available, the structure sizes will be approximated based on the site visit.
 - (vi) Develop a composite terrain model of the Iowa River channel and floodplain for use in the hydraulic analysis.
 - b) Hydrologic Analysis
 - (i) Perform a Bulletin 17C analysis for the Iowa River at IA-14 (USGS gage 05451500) to determine design discharges for use in the 2D hydraulic analysis.
 - (ii) Identify up to three additional discharges with higher magnitudes than the current Iowa River 100-year discharge to evaluate variability of minimum plant protection levels.
 - c) 2D Hydraulic Analysis for Design
 - (i) Develop a 2D hydraulic model of the Iowa River near Marshalltown. The model extents will be sufficient to determine flood risk at the existing water plant site and the Sand Road site.
 - (ii) Verify the 2D model results for up to two historic flooding events, assuming sufficient data is available. The model verification will include adjustment of model parameters within a reasonable range to reproduce measured water surface elevations or inundation extents of the historic flooding events.

- (iii) Execute the 2D model for the 5-, 10-, 25-, 50-, 100-, 200-, and 500-year Iowa River floods.
 - (iv) Execute the 2D model for the three additional discharges identified in the hydrologic analysis task.
 - (v) Coordinate with the design team to establish minimum protection levels at the location of existing and proposed facilities based on the results of the 2D hydraulic analysis.
- d) 1D Hydraulic Analysis for Regulatory Compliance
- (i) Update the 1D hydraulic model used for the preliminary floodway analysis completed as part of Task Order 4 to incorporate any changes required after review of the FEMA effective model obtained during the data review task. Revise the DEM, CEM, and ECM as required.
 - (ii) Update the 1D hydraulic model CEM and ECM to incorporate appropriate terrain data based on data collection completed as part of this scope of services.
 - (iii) Update the 1D PCM to reflect the preliminary design developed as part of this scope of work. If necessary to mitigate increases in the base flood elevation, identify up to two mitigation options. Options are expected to include one or more culverts under N. Center Street.
 - (iv) Execute the 1D model for the effective discharges in the regulatory model. The 1D model will not be executed for the design discharges.
- e) Floodplain Permit Pre-Submittal Coordination
- (i) Conduct up to three pre-submittal coordination meetings with IaDNR to review project, floodplain permit requirements, and proposed analysis approach.
 - (ii) Conduct up to one pre-submittal coordination meetings with Marshall County to review project, floodplain permit requirements, and proposed analysis approach.
- f) Hydraulic Study Report
- (i) Develop and submit the draft Hydraulic Study Report to Owner for review and comment. The Hydraulic Study Report will document the approach and results of the hydrologic and hydraulic analysis.
 - (ii) Review comments with Owner and incorporate changes into the draft document.
 - (iii) Prepare and submit the Final Hydraulic Study Report documenting the Project hydrology and hydraulic evaluation and submit to Owner for approval.
- 9) Task 141 – Wetlands Study
- a) Two scientists will be provided to travel to the Site and evaluate the type, size, and location of wetlands and waters of the United States within the Project area.

- b) Provide a wetlands delineation report, which documents the type, size, and locations of delineated wetlands and waters of the United States within the project area.
- 10) Task 142 – Anti-Degradation Study
- a) Review monthly operating data, future anticipated changes to treatment facilities, pilot testing results, and the most recent Wasteload Allocation.
 - b) Review past monthly operating reports on the Asher Creek discharge and modify existing flows and loadings as needed.
 - c) Coordinate with DNR to obtain revisions to the wasteload allocation.
 - d) Engineer will gather information for and analyze the following:
 - (i) Collaborate and develop ideas which may become anti-degradation alternatives and rank to determine which will be developed as alternatives.
 - (ii) Consider future modifications to the facilities as communicated by the Owner.
 - (iii) Develop alternatives to include simple drawing schematics and figures, process sizing, and planning level opinions of cost for each alternative.
 - (iv) Write a summary of the alternatives analysis
 - (v) Provide quality control review of anti-degradation report.
 - e) Engineer will present alternatives analysis to Owner and set up a conference call to discuss report and comments from the Owner.
 - f) Engineer will incorporate comments which were agreed upon during report discussion and finalize the alternatives analysis report document.
 - g) Engineer will submit report to Iowa DNR and send out notices to the government agencies and non-government entities required in the Iowa Anti-Degradation Implementation Procedure (about 7 recipients).
 - h) Owner will receive and document comments received and provide to Engineer.
 - i) Engineer will document public comments in final antidegradation analysis report and make changes as deemed appropriate by Engineer, Owner, or Iowa DNR. Engineer will submit final report to Iowa DNR.
- 11) Task 151 – Design Memorandum Draft
- a) Prepare a Draft Design Memorandum (DM).
 - b) Incorporate findings and recommendations from the Geotechnical Report, Hydraulic Study Report, Wetlands Reports, Anti-Degradation Alternatives Analysis, and RO Membrane Pre-procurement Contract Documents and Manufacturer’s Proposals.
 - c) The DM is a summary of design criteria and data, and other pertinent information presented in outline format.

- d) The primary intent of the DM is to allow the Owner to review and comment on the design before Engineer proceeds with detailed design and drafting.
- 12) Task 152 – Design Memorandum Draft QC Review
 - a) Perform quality control review of Draft DM document.
- 13) Task 153 – Design Memorandum Final and Submittal
 - a) Incorporate quality control reviewer comments into DM document.
 - b) Submit the DM document to Owner for review and comment.
- 14) Task 154 – Pre-Design Meeting
 - a) Conduct a pre-design meeting with Owner to review the project specifics and DM, and receive comments.
 - b) Provide minutes of the pre-design meeting to document discussion items and action items.
 - c) Incorporate action items into the project design as agreed upon in the pre-design meeting.
 - d) Pre-design meeting will include Engineer’s Project Manager, Project Engineer, and Project Architect in person, and the other disciplines of Engineers via conference call.
- 15) Task 161 – Preliminary Design Drawings
 - a) Perform calculations to support 30% design.
 - b) Develop Preliminary design drawings.
 - c) Include components of the RO membrane equipment procurement, as applicable.
- 16) Task 162 – Preliminary Design Specifications List
 - a) Develop list of technical specifications required for the project (Divisions 01 through 46 in CSI format).
- 17) Task 163 – Preliminary Design Opinion of Probable Project Cost and Construction Schedule
 - a) Develop an opinion of probable project cost based on the 30% design documents. Include the cost from the RO membrane equipment procurement.
 - b) Develop a construction schedule based on the 30% design documents.
- 18) Task 164 – Preliminary Design Draft Documents QC Review
 - a) Perform quality control review of 30% design draft documents.
- 19) Task 165 – Preliminary Design Final Documents and Submittal
 - a) Incorporate quality control reviewer comments into 30% design documents.
 - b) Submit the preliminary design documents to Owner for review and comment.
- 20) Task 166 – Preliminary Design Review Meeting
 - a) Conduct a preliminary design review meeting with Owner to review design documents and receive comments.
 - b) Provide minutes of preliminary design review meeting to document discussion items and action items.

- c) Incorporate action items into project design as agreed upon in the 30% design review meeting.
 - d) Preliminary design review meeting will include Engineer's Project Manager, Project Engineer, and Project Architect in person, and the other disciplines of Engineers via conference call.
- b. Owner Activities:
- 1) Provide timely review and processing of monthly progress report and invoices.
 - 2) Identify and provide relevant prior studies, reports, drawings, specifications, manuals, and other data prepared by others.
 - 3) Provide timely review and comment on project deliverables.
 - 4) Coordinate Owner staff participation and actively participate in meetings.
 - 5) Provide and make arrangements for facilities to conduct meetings.
 - 6) Provide access to project site as required for Engineer's performance of the scope of services.
- c. Deliverables:
- 1) Monthly project status reports and invoices.
 - 2) Kickoff meeting minutes.
 - 3) Draft RO Membrane Pre-Procurement Documents
 - 4) Final RO Membrane Pre-Procurement Documents
 - 5) Draft Hydraulic Study Report
 - 6) Final Hydraulic Study Report
 - 7) Wetlands Delineation Report
 - 8) Design memorandum.
 - 9) Pre-design meeting minutes.
 - 10) 30% design drawings, technical specifications list, opinion of probable project cost, and construction schedule.
 - 11) 30% design review meeting minutes.
- d. Key Understandings and Assumptions:
- 1) Project background data is provided in a timely manner.
 - 2) The design will be based on applicable codes and standards in effect at the start of the project. Changes in codes that occur after the start of the project will be incorporated by Contract Amendment.
 - 3) Preliminary engineering services and Preliminary Engineering Report have previously been provided by Engineer and no further preliminary engineering services or Preliminary Engineering Report will be provided by Engineer.
 - 4) Legal surveys, easements, or plats of the project site and surrounding areas will not be required, or will be provided by others and not by Engineer.

- 5) Bathymetric survey will primarily use LiDAR information, but will also include a physical survey of the Iowa River bottom at approximately seven (7) cross sections in the vicinity of the North Center Street Bridge.
- 6) Soil borings and geotechnical investigations, laboratory analyses, engineering services, and reports will be provided by separate Consultant contracted by Owner. Consultant will be paid directly by Owner. Consultant's fees are not included in Engineer's fees for the project.
- 7) Hydraulic study site visit will be attended by two HDR staff
- 8) It is assumed that the project can achieve a "no rise" and that a FEMA Conditional Letter of Map Revision (CLOMR) will not be required by floodplain permitting authorities. If a CLOMR is required, this effort will be provided as an additional service.
- 9) This scope of services does not include preparation or submittal of any FEMA Letter of Map Change documentation. There will be no change to the inclusion or exclusion of land parcels or specific buildings on FEMA flood maps and no change to federal flood insurance requirements as a result of analysis or reporting completed for this scope of services.
- 10) It is assumed that floodplain permitting authorities will not require the Owner to complete a floodway "no rise" analysis using HEC-2 software. HEC-RAS will be acceptable.
- 11) It is assumed that no floodproofing of existing facilities will be required by floodplain permitting authorities. If design of floodproofing measures for existing facilities is required, it can be provided as an additional service.
- 12) Water surface elevations for a given discharge may vary between the 1D and 2D model due to differences in computational algorithms between the models.
- 13) Floodplain permit criteria will be verified as part of floodplain permit pre-submittal coordination and are assumed to be the following:
 - a) High Damage potential: minimum protection level 1 foot above the 100-year flood
 - b) Any fill or obstructions placed in the floodway must result in no change to the base flood elevation as evaluated in the FEMA effective hydraulic model.
- 14) The project can be authorized by a Clean Water Act Section 404 Nationwide Permit – an Individual Permit, and associated data requirements shall not be required.
- 15) The project does not require compensatory mitigation. Compensatory mitigation planning is not included in this scope of services.
- 16) Species and historic property surveys are neither required, nor included.
- 17) Archeological, historical, or cultural resources investigations and reports will not be required, or will be provided by others and not by Engineer.

- 18) Opinion of probable construction cost to be tabulated by Engineer. Evaluations by certified estimators or Contractors are not included.
 - 19) All preliminary deliverables will be submitted to Owner in electronic PDF format via email or on flash drive. Engineer will provide three sets of preliminary drawings (11" by 17" size) for preliminary design review meeting.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase deliverables.

1.02 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is (1) one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 2. Work where professional design services will be delegated to Constructor are the RO membrane equipment skids and associated controls. Engineer shall show or indicate in the Construction Contract Documents appropriate performance and design criteria, consistent with Engineer's design intent for the completed Project as a functioning whole, that delegated design Work must satisfy.
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
1. Final Design Phase, First Draft of all Drawings and Specifications.
 2. Final Design Phase, Second Draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
 - D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
 - E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized.
 - F. Engineer shall perform or furnish the following other Final Design Phase services:
 1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project:
 - 1) Iowa DNR Water Supply Construction Permit and Schedules.

- 2) IDNR Water Supply Construction Permit
 - 3) IDNR Air Quality Construction Permit for Emergency Generator
 - 4) IDNR NPDES Discharge Permit Modification for Sludge Lagoons
 - 5) IDNR/USACE Floodplain Permit (Joint Application)
 - 6) Marshall County Onsite Wastewater Permit
 - 7) IDNR Storm Water Permit and SWPPP
3. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 4. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 5. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 6. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - a. Engineer does not guarantee issuance of any required permit or approval.
 - b. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
 7. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 8. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of 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.
 9. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

10. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
11. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. Final Design Phase, First Draft design review meeting at Owner's office.
 - b. Final Design Phase, Second Draft design review meeting at Owner's office.
 - c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
12. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. Task Series 200 – Final Design Phase Services
 - 1) Task 201 – Team Management and Project Control (7 months)
 - a) Budget and invoice management.
 - b) Schedule monitoring and update for project development.
 - c) Resource management and allocation based on project schedules and activities.
 - d) Monthly progress report submitted to Owner with each invoice.
 - 2) Task 251 – Final Design Drawings, First Draft
 - a) Perform calculations to support First Draft design.
 - b) Develop First Draft design drawings.
 - 3) Task 252 – Final Design Specifications, First Draft List
 - a) Update list of technical specifications required for the project (Divisions 01 through 46 in CSI format).
 - 4) Task 253 – Final Design, First Draft of Probable Project Cost and Construction Schedule
 - a) Develop an opinion of probable project cost based on the Final Design, First Draft design documents.
 - b) Develop a construction schedule based on the Final Design, First Draft design documents.
 - 5) Task 254 – Final Design, First Draft Design Draft Documents QC Review
 - a) Perform quality control review of Final Design, First Draft documents.
 - 6) Task 255 – Final Design, First Draft Design Final Documents and Submittal
 - a) Incorporate quality control reviewer comments into Final Design, First Draft design documents.
 - b) Submit the Final Design, First Draft design documents to Owner for review and comment.
 - 7) Task 256 – Final Design, First Draft Design Review Meeting

- a) Conduct a Final Design, First Draft design review meeting with Owner to review design documents and receive comments.
 - b) Provide minutes of Final Design, First Draft design review meeting to document discussion items and action items.
 - c) Incorporate action items into project design as agreed upon in the Final Design, First Draft design review meeting.
 - d) Final Design, First Draft design review meeting will include Engineer's Project Manager, Project Engineer, and Project Architect in person, and the other disciplines of Engineers via conference call.
- 8) Task 261 – Final Design, Second Draft Design Drawings
 - a) Perform calculations to support Final Design, Second Draft design.
 - b) Develop Final Design, Second Draft design drawings.
 - 9) Task 262 – Final Design, Second Draft Design Specifications and Front End Documents
 - a) Develop technical specifications (Divisions 01 through 46 in CSI format).
 - b) Develop front end documents (Division 00).
 - 10) Task 263 – Final Design, Second Draft Design Opinion of Probable Project Cost and Construction Schedule
 - a) Develop an opinion of probable project cost based on the Final Design, Second Draft design documents.
 - b) Develop a construction schedule based on the Final Design, Second Draft design documents.
 - 11) Task 264 – Final Design, Second Draft Design Draft Documents QC Review
 - a) Perform quality control review of Final Design, Second Draft design draft documents.
 - 12) Task 265 – Final Design, Second Draft Documents and Submittal
 - a) Incorporate quality control reviewer comments into Final Design, Second Draft design documents.
 - b) Submit the Final Design, Second Draft design documents to Owner for review and comment.
 - 13) Task 266 – Final Design, Second Draft Design Review Meeting
 - a) Conduct a Final Design, Second Draft design review meeting with Owner to review design documents and receive comments.
 - b) Provide minutes of Final Design, Second Draft design review meeting to document discussion items and action items.
 - c) Incorporate action items into project design as agreed upon in the Final Design, Second Draft design review meeting.
 - d) Final Design, Second Draft design review meeting will include Engineer's Project Manager, Project Engineer, and Project Architect in person, and the other disciplines of Engineers via conference call.
 - 14) Task 271 – Final Bid Drawings
 - a) Develop final bid drawings.
 - 15) Task 272 – Final Bidding Specifications and Front End Documents
 - a) Develop final bidding technical specifications.
 - b) Develop final bidding front end documents.

16) Task 273 – Final Bidding Opinion of Probable Project Cost and Construction Schedule

- a) Develop a final bidding opinion of probable project cost based on the final bidding documents.
- b) Develop a final bidding construction schedule based on the final bidding documents.

17) Task 274 – Final Bidding Documents QC Review

- a) Perform quality control review of final bidding documents.

18) Task 275 – Final Bidding Documents and Submittal

- a) Incorporate quality control reviewer comments into final bidding documents.
- b) Submit final bidding drawings, technical specifications, front end documents, opinion of probable project cost, and construction schedule to Owner.
- c) Submit final bidding drawings, technical specifications, front end documents, opinion of probable project cost, construction schedule, and permit application documents to Owner for submittal to various agencies for permitting.

19) Task 281 – Local, State, and Federal Permits

- a) Prepare permit applications and submit to Owner.
- b) Provide technical input in securing these permits.
- c) Permit applications will be formally submitted and paid for by Owner.
- d) Required permits to be prepared by Engineer are anticipated to include the following:
 - (i) IDNR Water Supply Construction Permit
 - (ii) IDNR Air Quality Construction Permit for Emergency Generator
 - (iii) IDNR NPDES Discharge Permit Modification for Sludge Lagoons
 - (iv) IDNR/USACE Floodplain Permit (Joint Application)
 - (v) Marshall County Onsite Wastewater Permit
 - (vi) IDNR Storm Water Permit and SWPPP

b. Owner Activities:

- 1) Provide timely review and processing of monthly progress report and invoices.
- 2) Identify and provide relevant prior studies, reports, drawings, specifications, manuals, and other data prepared by others.
- 3) Provide timely review and comment on project deliverables.
- 4) Coordinate Owner staff participation and actively participate in meetings.
- 5) Provide and make arrangements for facilities to conduct meetings.
- 6) Provide access to project site as required for Engineer's performance of the scope of services.
- 7) Sign, submit, and pay the cost for permit applications.

c. Deliverables:

- 1) Monthly project status reports and invoices.
- 2) Final Design, First Draft drawings, technical specifications list, opinion of probable project cost, and construction schedule.
- 3) Final Design, First Draft review meeting minutes.
- 4) Final Design, Second Draft drawings, technical specifications, front end documents, opinion of probable project cost, and construction schedule.
- 5) Final Design, Second Draft design review meeting minutes.
- 6) Final bidding drawings, technical specifications, front end documents, opinion of probable project cost, and construction schedule to Owner.
- 7) Final bidding drawings, technical specifications, front end documents, opinion of probable project cost, construction schedule, and permit application documents to Owner for submittal to various agencies for permitting.

d. Key Understandings and Assumptions:

- 1) All final design deliverables will be submitted to Owner in electronic PDF format via email/fire share or on flash drive. Final design, first and second draft drawings will also be printed in 11" by 17" format paper.
- 2) Final bidding documents deliverables will be submitted to Owner in electronic PDF format via email/file share or on flash drive and up to 2 signed and sealed full-size hard copies for use by Owner.
- 3) Engineer's standard drawing, technical specification, and opinion of probable cost format will be utilized.
- 4) Front end documents will utilize construction contract documents endorsed by Iowa Drinking Water State Revolving Fund (DWSRF).
- 5) Opinion of probable cost will be developed using Excel software with the format of estimate being broken down by CSI Divisions.
- 6) Opinions of probable construction cost or cost estimates provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost or cost estimates prepared by Engineer. Evaluations by certified estimators or Contractors are not included.
- 7) Redesigns associated with modifications of previously approved design concepts and design documents are not included in this scope of services and will be incorporated by Contract Amendment.

- 8) Language will be included in the bidding documents to establish the Contractor's responsibility for construction means and methods, to limit Engineer's responsibilities as defined by the front end documents, to include Engineer as an additional insured on Contractor's insurance, to enable Engineer reimbursement for review of multiple resubmittals and redesign to accommodate substitution requests.
- 9) Only permits specifically identified in the Scope of Services will be prepared.
- 10) Permits required by the contract documents shall be obtained by the construction Contractor in accordance with the contract documents.
- 11) The project will be bid as a single contract package including all materials and equipment to be incorporated.
- 12) Design shall include all SCADA communication and programming coordinated with the preferred instrumentation and controls contractor of MWW.
- 13) Operational Technology Systems: Owner agrees that the effectiveness of operational technology systems ("OT Systems") and features designed or recommended by Engineer are dependent upon Owner's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Owner shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Owner recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed or recommended by Engineer are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Engineer does not guarantee that Owner's OT Systems are impenetrable and Owner agrees to waive any claims against Engineer resulting from any such incidents that relate to or affect Owner's OT Systems.
- 14) Final bidding drawings are anticipated to include the following sheets:
 - a) General Sheets
 1. Cover Sheet
 2. Sheet Index
 3. General Abbreviations
 4. General Legend
 5. Mechanical Legend
 6. Electrical Legend 1
 7. Electrical Legend 2

8. Instrumentation Legend
9. Water Treatment Building Expansion Code Analysis Summary
10. Site Demolition Plan - MWWTP Site
11. Overall Site Orientation Plan
12. Site Layout Plan Sand RoadSite Layout Plan MWWTP Site
14. Site Erosion Control Plan Sand Road
15. Site Erosion Control Plan MWWTP
16. Site Grading and Pavement Plan Sand Road
17. Site Grading and Pavement Plan MWWTP
18. Access Roadway Profile
19. Civil Erosion Control Details
20. Civil Details Roadway, Sidewalk, Sign, and Steps
21. Civil Details, Pavement Details
22. Civil Details, Storm Drainage Details
23. Civil Details, Storm Drainage Details
24. General Structural Notes
25. Structural Details
26. Structural Details
27. Structural Details
28. Structural Details
29. Structural Details
30. Structural Details
31. Structural Details
32. Structural Details
33. Structural Schedules
34. Architectural Details
35. Architectural Details
36. Architectural Details
37. Architectural Details
38. Architectural Schedules
39. Site Piping Plan Overall
40. Enlarged Site Piping Plan Sand Road
41. Enlarged Site Piping Plan MWWTP
42. Site Piping Details
43. Piping Profiles, Raw Water Main
44. Piping Profiles, Raw Water Main
45. Piping Profiles, Finished Water & RO Effluent Main
46. Piping Profiles, Finished Water & RO Effluent Main
47. Piping Profiles, Finished Water & RO Effluent Main
48. Piping Profiles, Finished Water & RO Effluent Main
49. Piping Profiles, Residuals Force Main
50. Piping Profiles, Residuals Force Main
51. Piping Profiles, Residuals Force Main
52. Piping Profiles, Residuals Force Main
53. Misc. Piping Profiles Sand Road Site
54. Overall Treatment Process Schematic

55. Hydraulic Profile
56. Site Valve and Fitting Schedules
57. HVAC Details
58. HVAC Schedules
59. HVAC Schedules
60. Plumbing Details
61. Plumbing Schedules
62. Electrical Site Layout Plan Sand Road Site
63. Electrical Site Layout Plan MWWTP Site
64. Enlarged Electrical Site Plan – Generators/ATS
65. Electrical Details
66. Electrical Details
67. Electrical Details
68. Electrical Details
69. One-Line Diagram
70. One-Line Diagram
71. Electrical Grounding Diagram
72. Electrical Control Diagrams
73. Electrical Control Diagrams
74. Electrical Control Diagrams
75. Electrical Schedules
76. Lighting Fixture Schedule
77. Control Systems Communications Diagram
78. Process and Instrumentation Diagram - Well Pumps & Detention Tank
79. Process and Instrumentation Diagram – Granular Filters
80. Process and Instrumentation Diagram – Granular Filters
81. Process and Instrumentation Diagram – Reverse Osmosis System
82. Process and Instrumentation Diagram - Reverse Osmosis CIP System
83. Process and Instrumentation Diagram - Clearwell and Pumping
84. Process and Instrumentation Diagram - Sodium Permanganate Feed System
85. Process and Instrumentation Diagram - Sodium Hypochlorite Feed System
86. Process and Instrumentation Diagram - Liquid Ammonium Sulfate Feed System
87. Process and Instrumentation Diagram - Sodium Hydroxide Feed System
88. Process and Instrumentation Diagram - Hydrofluorosilicic Acid Feed System
89. Process and Instrumentation Diagram - Orthophosphate Feed System

90. Process and Instrumentation Diagram - Sodium Bisulfite System
91. Process and Instrumentation Diagram - Antiscalant System
92. Instrumentation Details
93. Instrumentation Details
94. Control Panel Layouts
95. Detention Basin, Structural Foundation Plan
96. Detention Basin, Structural Roof Plan
97. Detention Basin, Structural Sections
98. Detention Basin, Structural Sections
99. Detention Basin, Structural Details
100. Detention Basin, Structural Details
101. Detention Basin, Process Plans
102. Detention Basin, Process Sections
103. Detention Basin, Process Details
104. Detention Basin, Electrical Power Plan
105. Detention Basin, Electrical Equipment Schedule
106. Detention Basin, Electrical Control Diagrams
107. Treatment Building Structural Foundation Plan – Area A
108. Treatment Building Structural Foundation Plan – Area B
109. Treatment Building Structural Floor Plan – Area A
110. Treatment Building Structural Floor Plan – Area B
111. Treatment Building Structural Roof Framing Plan
112. Treatment Building Structural Sections
113. Treatment Building Structural Sections
114. Treatment Building Structural Sections
115. Treatment Building Structural Enlarged Plans
116. Treatment Building Structural Enlarged Plans
117. Treatment Building Structural Details
118. Treatment Building Structural Details
119. Treatment Building Architectural Code/Classifications
120. Treatment Building Architectural Overall Layout
121. Treatment Building Architectural Floor Plan – Area A
122. Treatment Building Architectural Floor Plan – Area B
123. Treatment Building Architectural Roof Plan
124. Treatment Building Architectural Exterior Elevations
125. Treatment Building Architectural Exterior Elevations
126. Treatment Building Architectural Building Sections
127. Treatment Building Architectural Wall Sections
128. Treatment Building Architectural Wall Sections
129. Treatment Building Architectural Enlarged Plan – Restroom
130. Treatment Building Architectural Stair & Platform Details
131. Treatment Building Architectural Stair & Platform Details
132. Treatment Building Process Equipment Layout Plan – Area A
133. Treatment Building Process Piping Plan – Area A
134. Treatment Building Process Piping Plan – Area B

135. Treatment Building Process Chemical Piping Corridor Plan, Sections, and Details
136. Treatment Building Process Piping Sections – Filters
137. Treatment Building Process Piping Section – Filters
138. Treatment Building Process Piping Sections – RO Skids
139. Treatment Building Process Piping Section – RO Skids
140. Treatment Building Process Enlarged Process Plan – RO Pretreatment Equipment
141. Treatment Building General Process Details
142. Treatment Building Process Details – RO Skids
143. Treatment Building Process Details – RO CIP
144. Treatment Building Process Process Valve Schedule
145. Treatment Building Process RO System Isometric
146. Treatment Building Mechanical HVAC Plan - Area A Lower
147. Treatment Building Mechanical HVAC Plan – Area A Upper
148. Treatment Building Mechanical HVAC Plan – Area B
149. Treatment Building Mechanical HVAC Sections
150. Treatment Building – Lower Level Plumbing Plan
151. Treatment Building – Intermediate Level Plumbing Plan
152. Treatment Building - Plumbing Riser Diagram
153. Treatment Building – Life Safety Plan
154. Treatment Building – Fire Protection Plan
155. Treatment Building Electrical Power Plan – Area A
156. Treatment Building Electrical Power Plan – Area B
157. Treatment Building Electrical – Lighting Plan
158. Treatment Building Electrical - Enlarged Plan, Electrical Room
159. Treatment Building Electrical – Lighting Control Diagrams
160. Treatment Building Electrical - Panel Schedules
161. Treatment Building Electrical – Panel Schedules
162. Treatment Building Instrumentation & Controls – One-Line Diagrams
163. Treatment Building Instrumentation & Controls – One-Line Diagrams
164. Chemical Building (Sand Road) – Structural Foundation Plan
165. Chemical Building (Sand Road) – Structural Floor Plan
166. Chemical Building (Sand Road) – Structural Roof Framing Plan
167. Chemical Building (Sand Road) – Structural Sections
168. Chemical Building (Sand Road) – Structural Sections
169. Chemical Building (Sand Road) – Structural Details
170. Chemical Building (Sand Road) – Architectural Floor Plan
171. Chemical Building (Sand Road) – Architectural Roof Plan
172. Chemical Building (Sand Road) – Architectural Exterior Elevations
173. Chemical Building (Sand Road) – Architectural Exterior Elevations

174. Chemical Building (Sand Road) – Architectural Building Sections
175. Chemical Building (Sand Road) – Architectural Building Sections
176. Chemical Building (Sand Road) – Process Chemical Storage & Feed Plan
177. Chemical Building (Sand Road) – Process Chemical Storage & Feed Plan
178. Chemical Building (Sand Road) – Process Piping Sections
179. Chemical Building (Sand Road) – Process Piping Sections
180. Chemical Building (Sand Road) – Process Tank Top Details
181. Chemical Building (Sand Road) – Process Details
182. Chemical Building (Sand Road) – Process Chemical System Isometrics
183. Chemical Building (Sand Road) – Process Chemical System Isometrics
184. Chemical Building (Sand Road) – Process Chemical System Isometrics
185. Chemical Building (Sand Road) – Mechanical HVAC Plan
186. Chemical Building (Sand Road) – Mechanical HVAC Sections
187. Chemical Building (Sand Road) – Plumbing Plan
188. Chemical Building (Sand Road) – Plumbing Riser Diagram
189. Chemical Building (Sand Road) – Life Safety Plan
190. Chemical Building (Sand Road) – Fire Protection Plan
191. Chemical Building (Sand Road) – Electrical Power Plan
192. Chemical Building (Sand Road) – Electrical Lighting Plan
193. Chemical Building (Sand Road) – Instrumentation & Controls Plan
194. Chemical Building (Sand Road) – Enlarged Plan, Electrical Room
195. Chemical Building (Sand Road) – Electrical Panel Schedules
196. Chemical Building (Sand Road) – Instrumentation & Controls One-Line Diagrams
197. Chemical Building (MWWTP) – Structural Foundation Plan
198. Chemical Building (MWWTP) – Structural Floor Plan
199. Chemical Building (MWWTP) – Structural Roof Framing Plan
200. Chemical Building (MWWTP) – Structural Sections
201. Chemical Building (MWWTP) – Structural Sections
202. Chemical Building (MWWTP) – Structural Details
203. Chemical Building (MWWTP) – Architectural Floor Plan
204. Chemical Building (MWWTP) – Architectural Roof Plan
205. Chemical Building (MWWTP) – Architectural Elevations
206. Chemical Building (MWWTP) – Architectural Elevations
207. Chemical Building (MWWTP) – Architectural Sections
208. Chemical Building (MWWTP) – Architectural Sections

- 209. Chemical Building (MWWTP) – Process Chemical Storage and Feed Plan
- 210. Chemical Building (MWWTP) – Process Pump Layout Plan
- 211. Chemical Building (MWWTP) – Chemical Process Piping Sections
- 212. Chemical Building (MWWTP) – Pumps Process Piping Sections
- 213. Chemical Building (MWWTP) – Process Tank Top Details
- 214. Chemical Building (MWWTP) – Process Details
- 215. Chemical Building (MWWTP) – Process Chemical System Isometrics
- 216. Chemical Building (MWWTP) – Process Chemical System Isometrics
- 217. Chemical Building (MWWTP) – Mechanical HVAC Plan
- 218. Chemical Building (MWWTP) – Mechanical HVAC Sections
- 219. Chemical Building (MWWTP) – Plumbing Plan
- 220. Chemical Building (MWWTP) – Plumbing Riser Diagram
- 221. Chemical Building (MWWTP) – Life Safety Plan
- 222. Chemical Building (MWWTP) – Fire Protection Plan
- 223. Chemical Building (MWWTP) – Electrical Power Plan
- 224. Chemical Building (MWWTP) – Electrical Lighting Plan
- 225. Chemical Building (MWWTP) – Instrumentation & Controls Plan
- 226. Chemical Building (MWWTP) – Enlarged Plan, Electrical Room
- 227. Chemical Building (MWWTP) – Electrical Panel Schedules
- 228. Chemical Building (MWWTP) – Electrical Pump Control Schematic
- 229. Chemical Building (MWWTP) – Instrumentation & Controls One-Line Diagrams

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.02.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract

Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.03 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; maintain a record of plan holders to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - a. Engineer will use QuestCDN web-based service for advertising, and distribution of the bid documents and addenda. QuestDCN will also be used to maintain a record of plan holders.
 - b. Electronic files of the bid documents will be made available to local plan rooms.
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
 5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
 6. Consult with Owner as to the qualifications of prospective contractors.
 7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. Task Series 300 – Bidding Phase Services
 - 1) Task 301 – Team Management and Project Control (3 months)
 - a) Budget and invoice management.
 - b) Schedule monitoring and update for project development.
 - c) Resource management and allocation based on project schedules and activities.
 - d) Monthly progress report submitted to Owner with each invoice.
 - 2) Task 311 – Notice of Project
 - a) Provide informal advance notification of the project to plan rooms and prospective bidders and suppliers.
 - 3) Task 312 – Distribute Bidding Documents
 - a) It is assumed that most of the paper sets will be provided by local plan rooms or QuestCDN.
 - 4) Task 313 – Maintain Official Plan Holders List

QuestCDN will maintain and distribute the Plan Holders List.
 - 5) Task 321 – Respond to Inquiries

Correspond with prospective bidders and suppliers, and respond to questions.
 - 6) Task 331 – Addenda

Prepare addenda items as required to document changes or clarifications, assuming up to 3 addendum packages.

Distribute addenda to plan holders via QuestCDN.
 - 7) Task 341 – Pre-Bid Meeting

Conduct a pre-bid meeting at Owner’s site and/or project site.

Include any necessary clarifications to the contract documents identified in the pre-bid meeting in the addendum package following the pre-bid meeting.
 - 8) Task 351 – Bid Opening

Attend the bid opening to be conducted by Owner.
 - 9) Task 361 – Bid Tabulation

Prepare a tabulation of bids and distribute to Owner and QuestCDN.
 - 10) Task 371 – Award of Contract

Review bids for conformance to the contract documents.

Make a recommendation of award of the construction contract.

11) Task 381 – Contract Documents

Prepare the construction contract documents and submit to Contractor for execution.

Review the executed contract documents from Contractor, and provide comments to Contractor for corrections.

Submit executed contract documents to Owner for final review and approval.

12) Task 391 – Conformed Construction Documents

Prepare conformed construction documents, incorporating addenda items and Contractor's information into bidding documents.

Distribute to Owner and Contractor up to 10 sets of conformed construction documents.

b. Owner Activities:

- 1) Advertise the project as legally required, and pay for advertisement costs.
- 2) Conduct public hearings.
- 3) Attend the pre-bid meeting.
- 4) Conduct the bid opening.
- 5) Award the construction contract.
- 6) Issue the Notice of Award to Contractor.
- 7) Review and approve the final executed contract, bonds, and insurance certificates from Contractor.
- 8) Issue the Notice to Proceed to Contractor.

c. Deliverables:

- 1) Monthly project status reports and invoices.
- 2) Informal Notice of Project to prospective bidders, suppliers, and plan rooms.
- 3) Bidding documents, including drawings, front end documents, and technical specifications shall be provided by Engineer to QuestCDN as electronic PDF documents.
- 4) Plan holders list from QuestCDN to Owner and requesting parties.
- 5) Addenda items as required to document changes or clarifications.
- 6) Addenda to Owner and QuestCDN for their distribution to plan holders.

- 7) Bid tabulation to Owner and QuestCDN for their distribution to plan holders.
- 8) Recommendation of award to Owner.
- 9) Construction contract documents to Contractor for execution.
- 10) Executed construction contract documents to Owner for review and approval.
- 11) Conformed construction documents, incorporating addenda items and Contractor's information into bidding documents.
- 12) Conformed construction documents, including up to 10 sets to Owner and Contractor.

d. Key Understandings and Assumptions:

- 1) No sets of bidding documents will be reproduced by Engineer. Engineer shall provide electronic PDF documents Quest CDN for distribution to all remaining parties.
- 2) Up to 3 addendum packages will be prepared and distributed.
- 3) Bid evaluation will be limited to information presented by the bidders at the time of the bid opening and phone calls soliciting feedback from references if the apparent low bidder has not previously worked for Owner.
- 4) Up to 5 sets of construction contract documents will be reproduced for Contractor's execution.
- 5) Up to 10 sets of conformed construction contract documents will be reproduced and distributed to Owner and Contractor. Drawings are assumed to be half size, or printed on 11" by 17" size paper.

- B. The Bidding/Proposal Phase will be considered complete upon commencement of the Construction Phase and the issuance of the Notice to Proceed to the Contractor.

1.04 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.04, as duly modified.

2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.04, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 2. Field Office: Engineer and/or Resident Project Representative will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required

temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
5. Pre-Construction Conference: Participate in and chair a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
7. Original Documents: Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. **Baselines and Benchmarks:** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. **Permits:** Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. **Visits to Site and Observation of Construction:** In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer

neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. The visits described in Article 1.04.B.11.a shall be at least monthly and the Engineer shall document all visits to the project and make documentation available to the Owner and Agency.
12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
 13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions

of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
18. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
 - c. Review Change Proposals to ensure compliance with American and Iron Steel requirements and subsequent statutes mandating domestic preference to verify the products were produced in the United States.
19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

- a. Delegated Designs: The Engineer's responsibility regarding reviewing delegated designs Submittals are limited to the responsibility set forth in EJCDC C-700—2018, Standard General Conditions of the Construction Contract, paragraph 7.19.E.
 - b. Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements and subsequent statutes mandating domestic preference to verify the products were produced in the United States.
21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
22. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance

with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.04.B.20. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Document to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the

preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

a) Task Series 400 – Construction Phase Services

1) Task 401 – Team Management and Project Control (24 months)

- (a) Budget and invoice management.
- (b) Schedule monitoring and update for project development.
- (c) Resource management and allocation based on project schedules and activities.
- (d) Monthly progress report submitted to Owner with each invoice.

2) Task 411 – Pre-Construction Conference

- (a) Conduct a pre-construction conference with Owner, Contractor, Subcontractors, suppliers, utility companies, and regulatory agencies.
- (b) Prepare and distribute minutes of conference to attendees.

3) Task 421 – Construction Staking

- (a) Provide at least two (2) benchmarks on the Sand Road Site and the MWWTP site for the Contractor's use with their layout.

4) Task 431 – Submittal Review

- (a) Receive and log Contractor submittals (shop drawings, samples, and O&M manuals) required by the contract documents.
- (b) Review and provide comments or approval of submittals.
- (c) Maintain log of submittals received, returned, and status.

5) Task 441 – Requests for Information

- (a) Receive and log requests for information (RFI) from Contractor and Owner.
- (b) Review and provide responses to RFIs.
- (c) Maintain log of RFIs received, returned, and status.

6) Task 451 – Payment Requests

- (a) Receive partial payment requests from Contractor.
- (b) Review and provide comments to Contractor.

- (c) Submit finalized partial payment requests to Owner for final review and approval.
- 7) Task 461 – Change Order Requests
 - (a) Receive change order requests from Contractor.
 - (b) Review and provide comments to Contractor.
 - (c) Submit finalized change order requests to Owner for final review and approval.
- 8) Task 471 – Construction Progress Meetings
 - (a) Conduct monthly construction progress meetings with Owner, Contractor, Subcontractors, and suppliers.
 - (b) Prepare minutes of meetings and distribute to attendees.
- 9) Task 481 – Construction Site Visits
 - (a) Conduct site visits during the project to review installation progress.
 - (b) If additional construction site visits are required by Owner, the labor and expenses for these additional site visits will be billed as Additional Services based on hourly rates and reimbursable expenses.
- 10) Task 482 – Startup Services
 - (a) Project Engineer will participate in and observe initial operation of the project (startup) and review operation and performance tests required by the contract specifications.
 - (b) Process, electrical, and instrumentation engineers will be made available to resolve startup issues as required.
- 11) Task 491 – Construction Pre-Final Review
 - (a) Conduct a site visit for pre-final review of the completed work.
 - (b) Prepare a punch list of items to be completed or remedied by Contractor.
 - (c) Submit punch list to Contractor.
 - (d) Recommend to Owner that the project is substantially complete.
 - (e) Issue a certificate of substantial completion to Contractor.
- 12) Task 492 – Construction Final Review
 - (a) Conduct a site visit for final review of the completed work.
 - (b) Verify completion of punch list items by Contractor.
 - (c) Recommend to Owner that the project is finally complete and ready for final acceptance.

(d) Issue a certificate of final completion to Contractor.

13) Task 493 – Record Drawings

- (a) Receive and review Contractor's as-recorded marked-up drawings and information indicating changes made during construction.
- (b) Prepare and submit to Owner record drawings incorporating Contractor's as-recorded information.
- (c) Two full-size hard copies of record drawings and electronic files on flash drive will be furnished to Owner.

14) Task 500 – RPR Services

- (a) Provide full-time RPR services per Exhibit A-3.

2) Owner Activities:

- a) Participate in the pre-construction conference.
- b) Provide timely review and comment on project submittals.
- c) Provide timely review and comment on project RFIs.
- d) Review and approve finalized payment requests.
- e) Review and approve finalized change order requests.
- f) Participate in construction progress meetings and review minutes of meetings prepared and distributed by Contractor.
- g) Participate in construction site visits by Engineer personnel.
- h) Participate in project startup and training activities.
- i) Participate in site visits for pre-final and final reviews of the completed work and preparation of a punch list of items to be completed or remedied by Contractor.
- j) Verify completion of punch list items by Contractor.
- k) Execute final acceptance of the project.
- l) Conduct warranty reviews for the completed project.

3) Deliverables:

- a) Monthly project status reports and invoices.
- b) Pre-construction conference agenda to invitees.
- c) Pre-construction conference minutes to attendees.
- d) Reviewed submittals with comments or approval to Contractor and Owner.
- e) Responses to RFIs to Contractor and Owner.
- f) Payment request comments to Contractor.
- g) Finalized payment requests to Owner.
- h) Change order request comments to Contractor.
- i) Finalized change order requests to Owner.
- j) Progress meeting minutes to attendees.
- k) Punch list to Contractor and Owner.
- l) Recommendation of substantial completion to Owner.
- m) Certificate of substantial completion to Contractor.
- n) Recommendation of final completion to Owner.
- o) Certificate of final completion to Contractor.

- p) Record drawings to Owner.
- 4) Key Understandings and Assumptions:
 - a) Construction administration services are based on an assumed 24 months of construction from notice to proceed to final completion.
 - b) Soils, concrete, and other performance testing and special inspections during construction will be performed by Consultant(s) to Owner, and not by Engineer to perform.
 - c) Construction staking that the Engineer is responsible for will be performed by a subconsultant to Engineer.
 - d) Submittal budget is based on 300 submittal reviews.
 - e) Review, logging, and responses to RFIs are budgeted as 7 hours/week for 24 months.
 - f) Payment requests will be submitted monthly, budgeted as 7 hours/month for 24 months.
 - g) Change order requests will be submitted no more frequently than monthly, budgeted as 16 hours/month for 24 months.
 - h) One construction progress meeting per month will be held, budgeted as 7 hours/month for 24 months.
 - i) Two other construction site visits per month by Engineer personnel will be provided, budgeted as 18 hours/month for 24 months.
 - j) Startup services by Project Engineer are budgeted as 20 days or 168 hours.
 - k) Construction pre-final review is budgeted as 16 hours each for Project Manager, Project Engineer, Project Architect, and engineers of Civil, Structural, Mechanical, Electrical, and Instrumentation/Controls disciplines.
 - l) Construction final review is budgeted as 12 hours each for Project Manager, Project Engineer, Project Architect, and engineers of Civil, Structural, Mechanical, Electrical, and Instrumentation/Controls disciplines.
 - m) One (1) full-size and two (2) half size paper copies of record drawings and electronic CAD and PDF files will be furnished to Owner.

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

- a) visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
- b) notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
- c) follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

- d) if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.02.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 - 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 - 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

- a) making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b) services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c) evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d) providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
 6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 8. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

10. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
11. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements, other than what is specifically defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Task Order No. 4, executed November 15, 2021.
 7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b) detailed consideration of operations, maintenance, and overhead expenses;
 - c) the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d) preparation of appraisals;
 - e) with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f) detailed quantity surveys of materials, equipment, and labor; and
 - g) audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a) Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.02.A.1.
 - b) Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification

- procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 17. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
 18. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
 19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 20. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 21. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 22. Preparation of operation, maintenance, and staffing manuals.
 23. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 24. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
 25. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

26. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
27. Overtime work requiring higher than regular rates.
28. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.04.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
30. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
31. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT A-2—DELIVERABLES SCHEDULE

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

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit Draft RO Membrane Equipment Pre-procurement documents	1.01.B.13	Within 4 weeks of Owner’s Authorization to proceed with the Preliminary Design Phase services
Owner	Submit Comments regarding the RO Membrane Equipment Pre-procurement documents	1.01.B.13	Within 1 week of the receipt from Engineer of RO Membrane Equipment Pre-procurement documents
Engineer	Issue Final RO Membrane Equipment Pre-procurement documents	1.01.B.13	Within 1 week of receipt of the Owner’s comments on the RO Membrane Equipment Pre-procurement documents
Engineer	Make Recommendation of Award of RO Membrane Equipment Pre-procurement to Owner	1.01.B.13	Within 3 weeks of issuing RO Membrane Equipment Pre-procurement documents
Engineer	Submit the Preliminary Design Report, Anti-Degradation Alternatives Analysis Report, Riverine Flood Modeling Report, Wetlands Report, Preliminary Drawings, Opinion of Probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.01.B.13	Within 14 weeks of Owner’s authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.01.B.13	Within 2 weeks of the receipt from Engineer of Preliminary Design Phase deliverables.
Engineer	Submit the Final Design Phase, First Draft of Drawings and Specifications to Owner.	1.02.F.8	Within 13 weeks of submittal of Preliminary Phase Deliverables.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.02.F.8	Within 2 weeks of the receipt of the Final Design, First Draft Deliverables from Engineer.
Engineer	Submit the Final Design Phase, Second Draft of Drawings and Specifications to Owner.	1.02.F.8	Within 10 weeks of the submittal of the Final Design, First Draft Deliverables.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit Draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase, Second Draft deliverables (other than Drawings and Specifications) to Owner.	1.02.F.8;	Concurrent with submittal to Owner of the Final Design Phase, Second Draft of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.02.F.8	Within 2 weeks of the receipt from Engineer of the Final Design, Second Draft Deliverables.
Engineer	Submit the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.03.A.9	Within 4 weeks of the submittal the Final Design Phase, Second Draft of Drawings and Specifications.
Engineer	Submit to Owner: assembled Bidding and Construction Contract Documents, and any other Final Design Phase deliverables.	1.03.A.9	Concurrent with the submittal of the final, completed, pricing-ready and construction-ready Drawings and Specifications.

Following OWNERS's approval of Final Bidding and Construction Contract Documents, ENGINEER shall proceed with assisting the Bidding Phase. Schedule for Bidding Phase and Construction Phase Deliverables is contingent on dates of regulatory reviews, public hearings, and OWNER's approval of when these phases are to commence.

EXHIBIT A-3—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation unless requested in writing by the Owner and waived in writing by the Funding Agency.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.04 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - c. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

- A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT A-4—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

- 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
- 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
- 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
- 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

3.

EXHIBIT A-5—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

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

Part 4.0 of Task Order 5 of the Agreement is supplemented to include the following Exhibit A-5 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. The total compensation for such services is estimated to be \$3,147,806 based on the following estimated distribution of compensation:

Final Design Phase	<u>\$2,212,388.00</u>
Bidding/Proposal Phase	<u>\$100,293.00</u>
Construction Administration Phase	<u>\$835,125.00</u>

(See next page 3 of this Exhibit for RPR)

4. The OWNER will issue a separate Notice to Proceed for the Construction Administration Phase and RPR Services. These services will commence after the project has been bid and a construction contract awarded.
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 A-5 Paragraph 1.03.C.2 below.
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 A-5 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 A-5 when applicable.
- B. Reimbursable Expenses include 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 1.10.

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 1.10.
- 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. 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 A-5—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Resident Project Representative Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any.
 2. The total compensation under this paragraph is estimated to be **\$909,835.00** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 730-day construction schedule.
 3. The OWNER will issue a separate Notice to Proceed for the Construction Administration Phase and RPR Services. These services will commence after the project has been bid and a construction contract awarded.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer.
 2. Such Reimbursable Expenses include, to the extent RPR-related, and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; 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 those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.10.
- C. Other Provisions Concerning Payment

1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.10.
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.
3. Estimated Compensation Amounts
 - a. 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.
 - b. 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 Engineer's services during 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 shall be paid for all services rendered hereunder.
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.

RESOLUTION APPROVING TASK ORDER 5 FOR ENGINEERING SERVICES AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF NEW REVERSE OSMOSIS (RO) MEMBRANE TREATMENT PROCESS TRAIN WITH HDR ENGINEERING, INC. IN AMOUNT NOT TO EXCEED \$4,057,641.00

WHEREAS, the Marshalltown Water Works Board of Trustees, Marshalltown, Iowa, has heretofore entered into a contract with HDR Engineering, Inc for engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MARSHALLTOWN WATER WORKS, MARSHALLTOWN IOWA:

Section 1. That Task Order 5 for the Design and Construction of New Reverse Osmosis (RO) Membrane Treatment Process Train, in the amount of \$4,057,641.00 is hereby accepted and approved.

Passed this 18th day of August 2022, and signed this 18th day of August 2022.

Marshalltown Water Works
Board of Trustees

Laura Eilers, Chairperson

Attest:

Shelli Lovell, Secretary

August 16, 2022



Marshalltown Water Works
205 East State Street
PO Box 1420
Marshalltown, IA 50158

Attn: Ms. Shelli Lovell
P: (641) 753-7913
E: Shelli@marshalltownwater.com

Re: Proposal for Geotechnical Engineering Services
Marshalltown Water Treatment Facility Improvements
Marshalltown, Iowa
Terracon Proposal No. P08225278rev02

Dear Ms. Lovell:

We appreciate the opportunity to submit this proposal to Marshalltown Water Works (MWW) to provide geotechnical engineering services for the referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Projects
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is **\$21,300**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.

Cash A. Sturgeon, P.E.
Project Engineer

Theodore D. Bechtum, P.E.
Senior Engineer

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Marshalltown Water Works ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Marshalltown Water Treatment Facility Improvements project ("Project"), as described in Consultant's Proposal dated 08/16/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By: *Theodore D Bechtum* Date: **8/16/2022**

Name/Title: **Theodore D Bechtum / Senior Engineer**

Address: **600 SW 7th St, Ste M**
Des Moines, IA 50309-4508

Phone: **(515) 244-3184** Fax: **(515) 244-5249**

Email: **Ted.Bechtum@terracon.com**

Client: **Marshalltown Water Works**

By: _____ Date: _____

Name/Title: _____

Address: **205 East State Street PO Box 1420**
Marshalltown, IA 50158

Phone: _____ Fax: _____

Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Rob Baker with HDR and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted below. Though not critical for the start of field exploration activities, we request the design team provide input to verify all information to aid in our development of recommendations.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project is located along the west side of Reed Avenue from the intersection with Sand Road to about 3,500 south near Asher Creek in Marshalltown, Iowa.</p> <p>Latitude/Longitude: 42.0648°, -92.9245° (approximate)</p> <p>See Exhibit D</p>
Existing Improvements/ Current Ground Cover	<ul style="list-style-type: none"> ■ A 2 million gallon Ground Storage Reservoir (GSR) Structure and a High Service Pump (HSP) Building, as well as associated pavements are present near the intersection with Sand Road. These features were constructed in 2016. ■ The site further to the south is the original Water Treatment plan which includes a primary structure, tanks, and sludge lagoons. ■ The area of the Proposed Finished Water Line along the west of Reed Avenue is grass covered.
Existing Topography	<p>The sites of each proposed building are relatively flat (2 feet or less grade change). Any slopes adjacent to the sites are anticipated to have heights of less than about 5 feet and have slopes of about 4:1 (horizontal:vertical) or flatter.</p>
Site Access	<p>We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.</p>
Expected Subsurface Conditions	<ul style="list-style-type: none"> ■ Sand Road Facility - Existing fill from the 2016 construction over interbedded clay and sand soils over sandy lean clay glacial soils. ■ Original MWWTP – Existing fill (possibly up to 14 feet) over primarily sandy soils over sandy lean clay glacial soils. Bedrock is expected to consist of limestone and shale and be higher on the north side of the site and shallower on the south, ranging from about 40 to 85 feet below the ground surface (bgs).



Planned Construction

Item	Description
Project Description	<p>Improvements are being made to the Marshalltown Water Treatment Facilities. It is our understanding that each of the structures is planned to utilize slab on grade construction with precast walls and roof deck.</p> <ul style="list-style-type: none"> ■ A new Granular Filtration/RO Building, Chemical Building, Oxidation/Detention Tank, and generators are planned to the north of the Sand Road Facility. <ul style="list-style-type: none"> ○ The new Granular Filtration/RO Building is proposed to be about 125.5' X 78' and contains 4 filters, 3 RO equipment skids, and a 10 foot tall CIP tank. ○ The Chemical Building at Sand Road is proposed to be about 54.5' X 40' and will contain several chemical tanks of varying sizes with typical heights of about 12 feet. Most of the structure is planned to be constructed about 4 feet below grade, with a walkway through the building near at-grade level. Walls will extend full height within the structure separating various chemicals. ○ The Oxidation/Detention Tank is proposed to be about 29' X 42' and is expected to hold about 15' of water depth. Base of the tank will be approximately at exterior grade elevation. ○ Two generator pads are planned outside to the north of the Granular Filtration/ RO Building. ■ A new Chemical and GSR Pump Building is planned at the Original MWWTP Facility. The structure is proposed to be about 50'X40' and will contain several chemical storage tanks of different sizes, as well and a GSR. The portion of the structure with the chemical storage tanks is planned to be about 4 feet below grade. ■ A new 20" Water Main is planned along the west side of Reed Avenue extending from the Sand Road Facility to about 1,600 feet south.
Finished Floor Elevation/ Grading	None provided. We assume that FFE for areas that are not previously mentioned as recessed will be within about 3 feet of existing grades.
Maximum Loads	<p>Loading information was not provided at this time. Based on the information provided about the use of each structure we anticipate the following maximum loads:</p> <ul style="list-style-type: none"> ■ Floor contact pressure beneath chemical tanks: 1,500 psf ■ Wall loads 6 to 8 kips per linear foot ■ Columns: 100 kips <p>It is our understanding that uplift is not a concern at this time.</p>
Below Grade Structures	The Chemical Buildings at both the Sand Roads Facility and the original MWWTP Facility have portions anticipated to be below grade about 4 feet.

Proposal for Geotechnical Engineering Services

Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa

August 16, 2022 ■ Terracon Proposal No. P08225278rev02



EXHIBIT B - SCOPE OF SERVICES

Field Exploration

We propose the field exploration program consists of the following:

Planned Location	Number of Borings ¹	Planned Boring Depth (bgs) ^{2, 3}
Sand Road Facility		
Oxidation/Detention Tank	1	50 feet
Granular Filtration/RO Building	1	50 feet
	2	30 feet
Chemical Building	2	30 feet
Generator Pads	1	20 feet
Original MWWTP Facility		
Chemical and GSR Pump Building	1	85 feet
	1	30 feet
Elective Add-on: New Water Main Borings		
New Water Main ⁴	3	15 feet

1. See Exhibit E for proposed exploration plan.

2. bgs = below existing ground surface

3. Borings may be terminated at shallower depths if bedrock or relatively dense material is encountered. Rock coring is not included in this scope of services.

4. Borings are spaced about 500 feet apart.

Boring Layout and Elevations: We will provide the boring layout. HDR is coordinating surveying work and will have the borings staked and elevations shot based at the coordinates we provide.

Subsurface Exploration Procedures: We will advance the soil borings with a drilling rig using continuous flight augers (solid stem and/or hollow stem augers, as necessary, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The samples will be placed in appropriate containers and taken to our laboratory for testing under the direction of a geotechnical engineer. We will observe and record subsurface water levels during and shortly after completion of drilling and sampling. Select holes will be left open for a period of about one day to observe delayed water levels. These water level observations might not be reliable indications of current groundwater levels as a significant period is often required for water to seep into an open borehole. Longer term monitoring is often needed and we can perform prolonged observations if needed with adjustments to our scope.

Proposal for Geotechnical Engineering Services

Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa
August 16, 2022 ■ Terracon Proposal No. P08225278rev02



Our exploration team will prepare field boring logs as part of standard drilling operations, including sampling depths, penetration distances, and other relevant sampling information. These field logs include visual descriptions of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Property Disturbance: We will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, disturbance could occur (e.g., rutting from tires, muddying the ground surface, etc.). Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Borings will be backfilled with bentonite chips after their completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We can provide this service or grout the holes for additional fees at your request.

Safety: Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require excavations into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Iowa One-Call. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service. Estimated fees associated with the additional services are shown as an additional elective service in Exhibit C. The detection of underground utilities is dependent on the composition and construction of the utility line; some

Proposal for Geotechnical Engineering Services

Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa
August 16, 2022 ■ Terracon Proposal No. P08225278rev02



utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign various laboratory tests to better understand select engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work, and may include:

- Water content
- Unit weight
- Unconfined compressive strength
- Atterberg limits (up to 2)
- Grain size analysis (up to 6)

Our laboratory testing program includes examination of soil samples. Based on the material's texture and plasticity, we describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be reviewed by a professional engineer. The engineer will develop a geotechnical site characterization and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we will provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and preliminary recommendations
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we will upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

Proposal for Geotechnical Engineering Services

Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa
August 16, 2022 ■ Terracon Proposal No. P08225278rev02



- Boring logs with field data and laboratory data
 - Stratification based on visual soil description
 - Interpretation of likely geologic origin
 - Subsurface water levels observed during and after the completion of drilling
 - Site Location and Exploration Plan
 - Subsurface exploration procedures
 - Description of subsurface conditions
 - Earthwork construction, including:
 - Site preparation
 - Considerations for existing fill soils
 - Shrink-swell soil design considerations, if applicable
 - Structural fill material types, including suitability of on-site soils
 - Structural fill compaction criteria
 - Excavation considerations
 - Shallow foundation design and construction recommendations, including:
 - Allowable bearing pressure
 - Suitable bearing materials and anticipated depths
 - Frost protection depth
 - Estimated total and differential settlement
 - Corrections for unsuitable bearing conditions
 - Intermediate foundation considerations, if applicable
 - Floor slab support
 - Aggregate base recommendation
 - Subgrade preparation recommendations for grade supported floor slabs
 - Estimated seismic site classification ¹
 - Lateral earth pressure recommendations for design of below-grade reinforced concrete walls
 - Assess whether eolian sand encountered is uniformly graded and map present challenges including unstable fill or poor bearing capacity
1. The International Building Code (IBC) and, by reference, the seismic provisions in *Minimum Design Loads for Buildings and Other Structures* (ASCE 7) uses a site soil profile determination extending a depth of 100 feet for seismic site class. The current scope does not include a 100 foot soil profile determination. Therefore, site classification will likely be Site Class D (Chapter 20 of ASCE 7) depending on subsurface conditions encountered.

Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of the project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation. Our review will include a

Proposal for Geotechnical Engineering Services

Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa
August 16, 2022 ■ Terracon Proposal No. P08225278rev02



written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Additional Services

In addition to the basic services noted above, the following services are often associated with geotechnical engineering services. Fees for the services noted above do not include the following:

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation and foundations. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions and/or contamination, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Proposal for Geotechnical Engineering Services

Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa

August 16, 2022 ■ Terracon Proposal No. P08225278rev02



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based on our understanding of the site, the project as summarized in Exhibit A, and the Scope of Services outlined in Exhibit B, our base fee is:

Task	Lump Sum Fee
Field Exploration, Laboratory Testing, Engineering, and Project Delivery	\$21,300
1. Up to 4 hours of meetings/consulting/plan review are included in this scope.	

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
New Water Main Borings: Field Exploration Laboratory Testing, and Project Delivery	\$2,300	
Private Utility Locates	Cost + 20% (est. \$1,500)	
1. If the owner cannot locate private utilities, we plan to subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.		

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based on our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Project Milestones and <i>GeoReport</i> ® Delivery	Time Frame
Notice to Proceed (NTP)	---

Proposal for Geotechnical Engineering Services

Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa
August 16, 2022 ■ Terracon Proposal No. P08225278rev02



Project Milestones and <i>GeoReport</i> [®] Delivery	Time Frame ¹
Project Planning	Posted within 3 business days after NTP
Field Exploration	Drill dates and times will be coordinated with client 3 to 4 days on-site for soil borings
Site Characterization	Posted within 10 business days after completing Field Exploration services
Geotechnical Engineering	Report posted within 5 business days after the Site Characterization Stage

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport*[®] website with specific, anticipated calendar dates for the delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc. We will maintain a current calendar of activities within our *GeoReport*[®] website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION AND NEARBY GEOTECHNICAL PROJECTS

Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa

August 16, 2022 ■ Terracon Proposal No. P08225278rev02

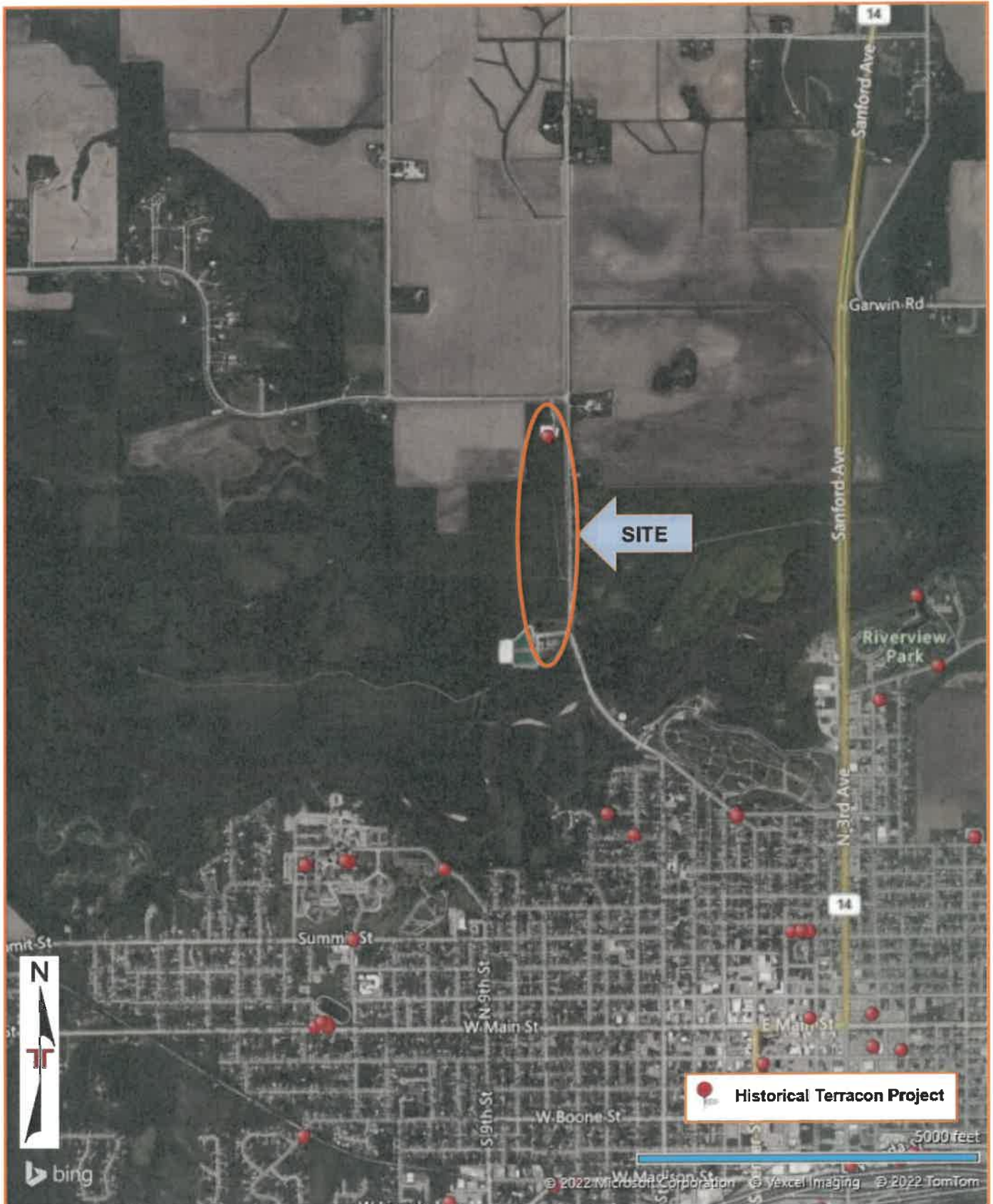


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN: SAND ROAD FACILITY
Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa
August 16, 2022 ■ Terracon Proposal No. P08225278rev02

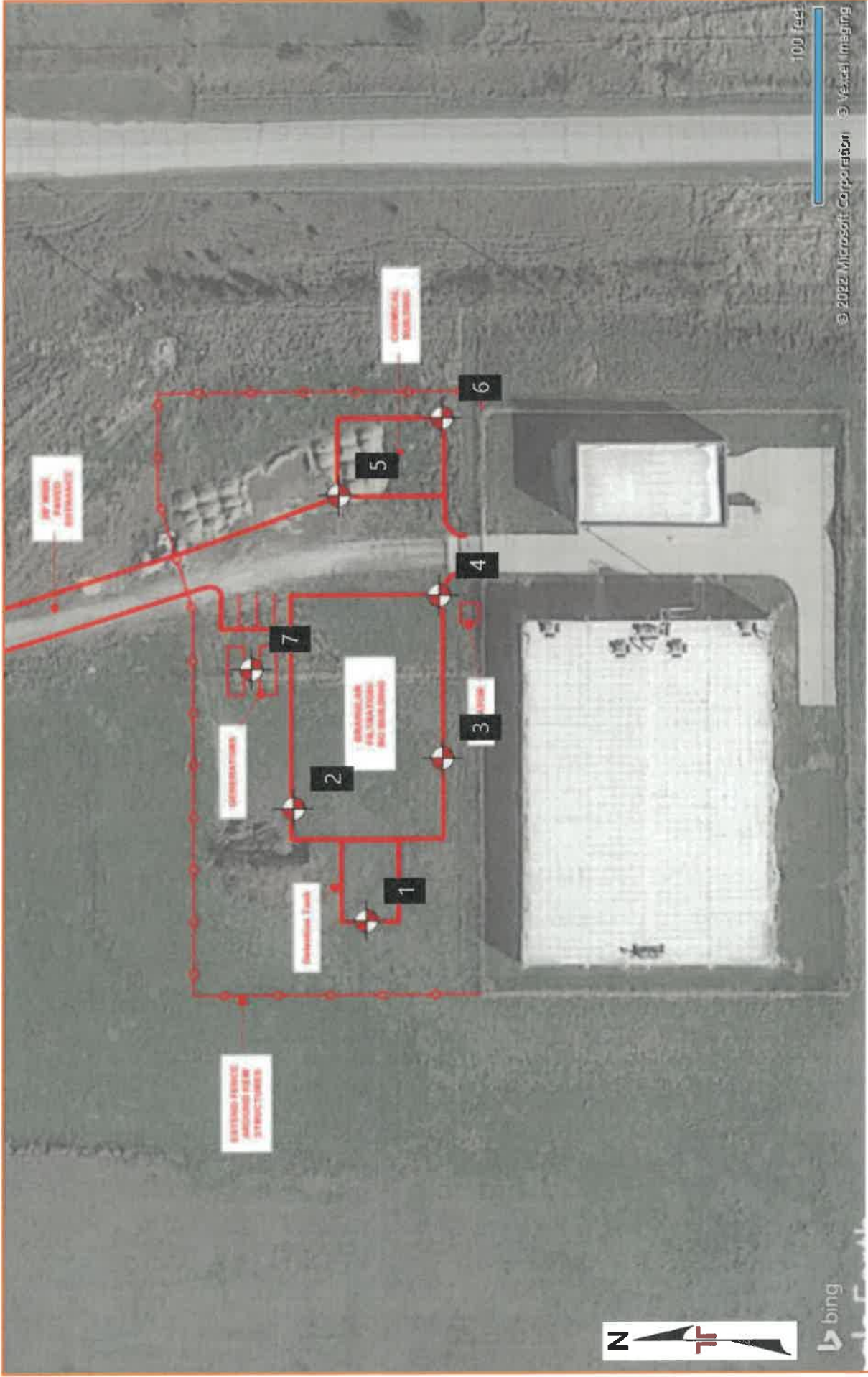


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN: ORIGINAL MWWTP FACILITY
Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa
August 16, 2022 ■ Terracon Proposal No. P08225278rev02



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN: ELECTIVE WATER MAIN
Marshalltown Water Treatment Facility Improvements ■ Marshalltown, Iowa
August 16, 2022 ■ Terracon Proposal No. P08225278rev02

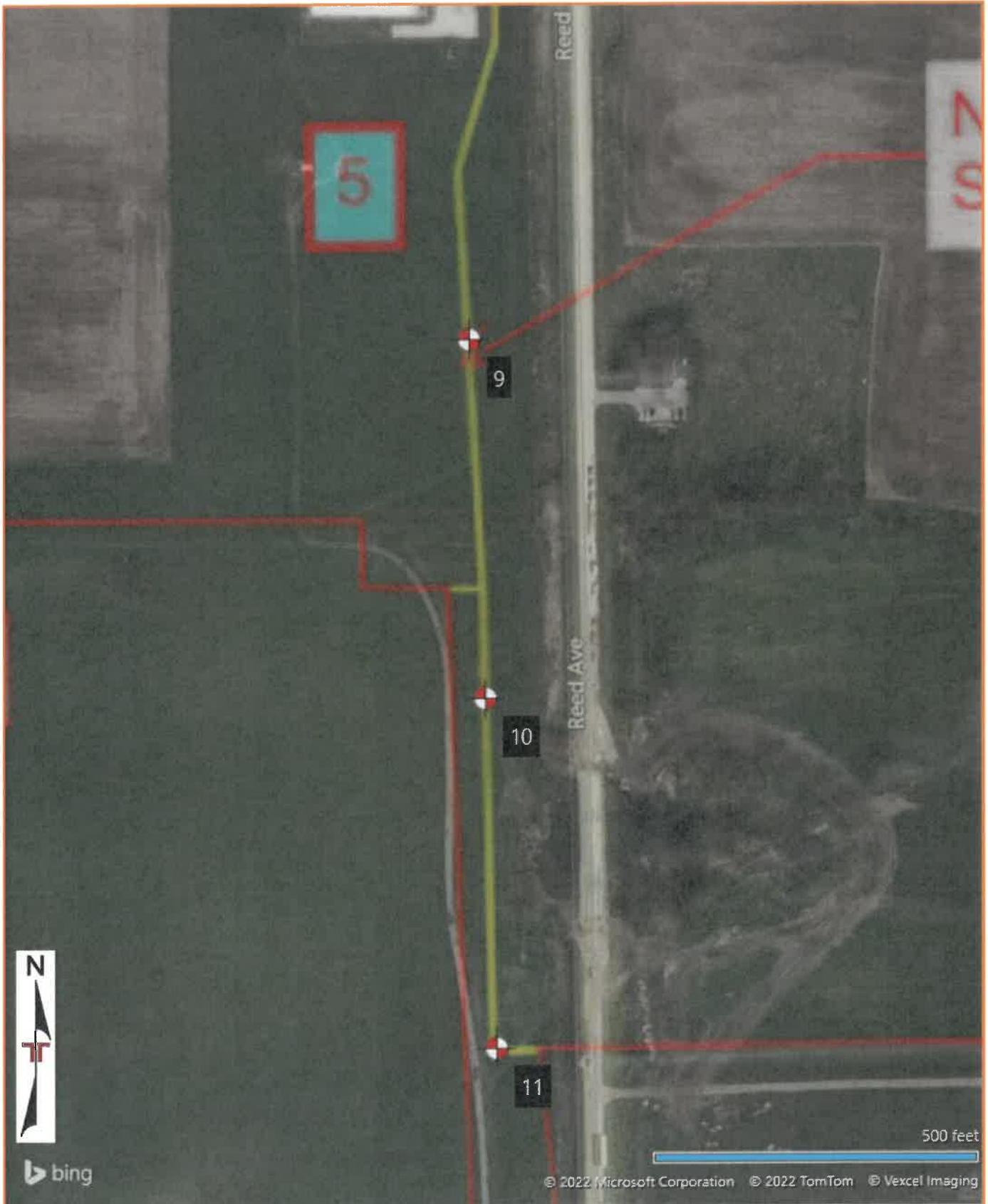


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

June 27, 2022

Marshalltown Water Works
PO Box 1420
Marshalltown, IA 50158



Subject: Alliant Energy - Project #4262939
Subject Property: 207 E. State St., Marshalltown

Dear Sir and Madam,

Mi-Tech Services, Inc., has been retained by Alliant Energy, doing business in Iowa as Interstate Power and Light Company, to acquire the necessary easement rights that allow them to make changes to the current electric lines in the area. This project is an effort to reduce outages, complete needed maintenance and will help provide a more reliable energy delivery system. We are requesting an easement on your property to allow Alliant Energy to construct and operate the line in a safe manner.

I am enclosing the necessary paperwork and information for your review and signatures:

“Electric Line Easement” – This document describes the location of the easement and explains what we can do on the property. Please make sure that you sign this in the presence of a notary public as this is filed with the County Recorder’s Office. Should you need a notary to come to your residence please let me know and I will make the arrangements to have an agent meet with you. If you have no questions please sign and return this document.

I appreciate your time and attention to this matter. If you have any questions please don’t hesitate to contact me at the number provided below. Our office has recently moved and my cards reflect our old address, our address is the one on the return envelope and shown above.

Sincerely,

Jennifer Ackerson
Project Manager
Phone number 515-326-5965
jackerso@mi-tech.us

Sara Morken
Right of Way Agent
Phone number 515-493-6081
smorken@mi-tech.us

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Marshalltown – Water Works Board of Trustees** (“Grantor(s)”), ADDRESS: **207 E State St., Marshalltown** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “Line” or “Lines”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Marshall** and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor, or agent may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

**GRANTOR(S):
City of Marshalltown – Water Works Board of Trustees**

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s);
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

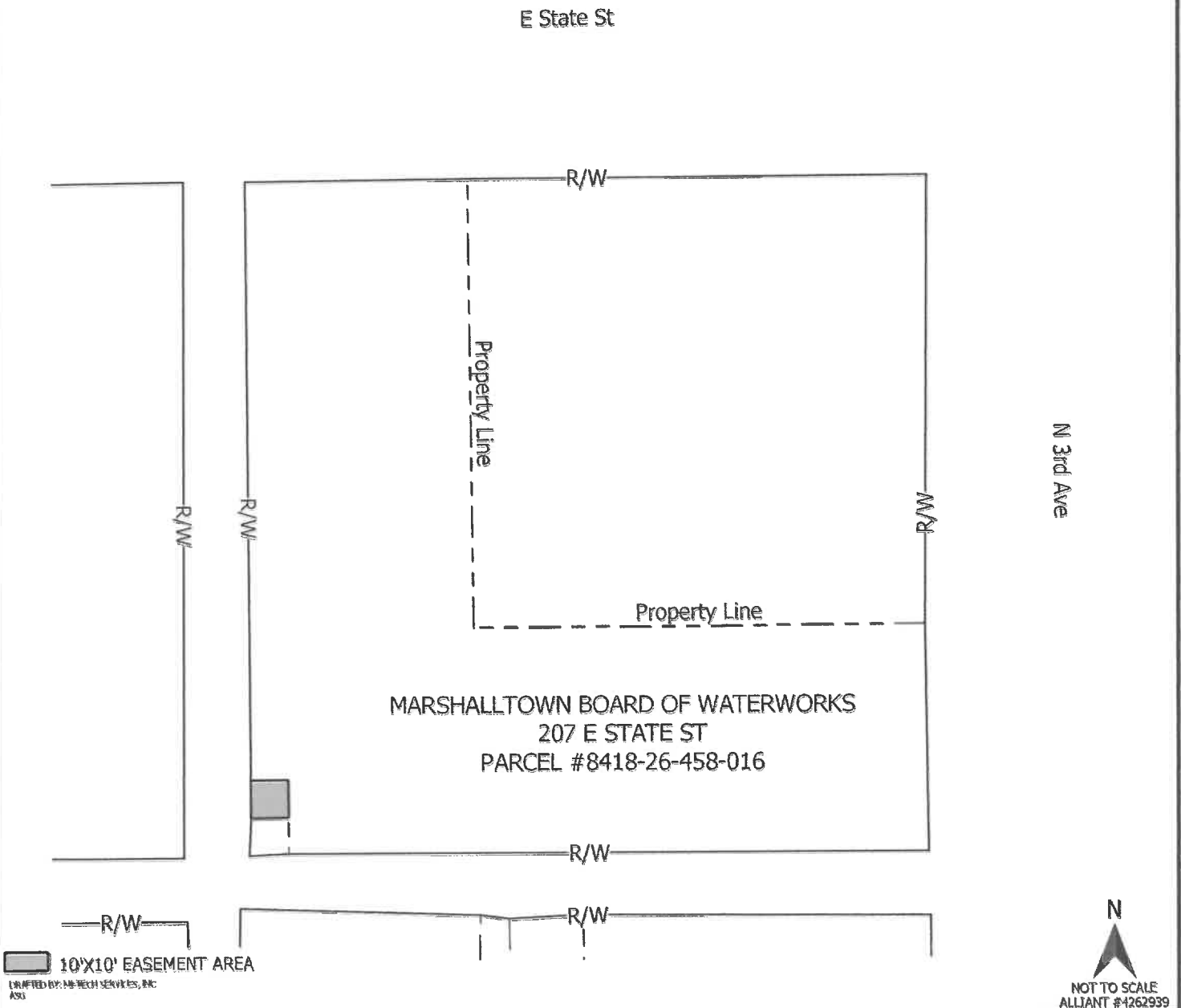
SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

EXHIBIT 'A'

Easement area 10 feet by 10 feet, for placement of facilities in the South 10 feet of the North 20 feet of the West 10 feet in Lot 3, Block 12, Original Town of Marshall on the Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Lot 3 in Block 12, Original Town of Marshall, Marshall County, Iowa, except the South 10 feet of the West 10 feet thereof.



QUOTE PROPOSAL FORM

Competitive Quotation Proposal for for the Marshalltown Water Works

The undersigned QUOTER proposes and agrees, if this Quote is accepted, to enter into an agreement with OWNER to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this quote and in accordance with the other terms and conditions of the contract documents. Quoter has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work. Quoter agrees that the work will be completed and ready for final payment on or before August 31, 2023. Quoter accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

The Quoter acknowledges the following Addendum were received by the Quoter and included in the price herein:

Addendum #1 date received _____

Addendum #2 date received _____

LUMP SUM CONTRACT PRICE

Quoter will complete work for the following price:

\$ 183,896.65

___ There are no deviations from the Scope of Work.

___ There are deviations from the Scope of Work; a separate letter is attached hereto explaining such deviations

Contracting Firm: A-1 Coatings + Roofing, LLC
Address: 2663 C. Ave.
Phone: 641-481-2020 Email: perry@a1coatingsia.com
Representative (print) Perry + Katie Schwartz
Signature Perry + Katie Schwartz
Title: Owners
Date: 7-28-22

REQUIRED ATTACHMENTS:

1. Contractor's proof of experience (form as determined by Contractor).
2. Information regarding the manufactured product system proposed by the Contractor.

This Quote is submitted to: Jared Wall, Facilities Manager
Marshalltown Water Works
205 E. State Street
P.O. Box 1420
Marshalltown, IA 50158
Phone 641-753-7913 Fax 641-753-7347
jared@marshalltownwater.com