

## AGENDA

Board of Trustees  
Central Iowa Water Works  
June 25, 2025  
Mid-American Energy Rec Plex, Community Room A  
3:00 p.m.

Please join our meeting from your computer, tablet or smartphone.

[Join Zoom Meeting](#)

Meeting ID: 810 4233 4898

Passcode: 633509

United States:

+1 (309) 205-3325

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**Item 1: Call to Order**

**Item 2: Roll Call**

**Item 3: Approving Agenda, as presented or amended.**

**Item 4: Public Comment (Please state name, address, and limit comments to five minutes)**

**Item 5: Public Hearings and Related Resolutions**

- A. Public Hearing – Authorizing of Loan and Disbursement Agreements and the issuance of Notes to evidence the obligation of Central Iowa Water Works thereunder.
- B. Resolution – Instituting Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$22,725,000 Water Revenue Capital Loan Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)
- C. Resolution – Approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$22,725,000 Water Revenue Capital Loan Note Anticipation Project Note, Series 2025E, under the provisions of the Code of Iowa, and providing for a method of payment of said

Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)

- D. Resolution – Institution Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$5,050,000 Water Revenue Capital Loan Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)
- E. Resolution – Approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$5,050,000 Water Revenue Capital Loan Note Anticipation Project Note, Series 2025F, under the provisions of the Code of Iowa, and providing for a method of payment of said Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)

**Item 6: Consent Agenda (Note: These are routine items and will be enacted with one vote without separate discussion unless someone, Board or Public, requests an item to be removed and considered separately)**

- A. Motion – Approve the Minutes from May 28, 2025, CIWW Board Meeting as published, subject to correction, as recommended by the Board Clerk.
- B. Motion – Receive and File Final Minutes from May 14, 2025, Technical Committee Meeting
- C. Motion – Receive Draft Minutes from May 30, 2025, Technical Committee Meeting
- D. Motion – Receive Draft Minutes from June 10, 2025, Technical Committee Meeting
- E. Motion – Receive Draft Minutes from June 11, 2025, Technical Committee Meeting
- F. Motion – Receive Draft Minutes from June 12, 2025, Technical Committee Meeting
- G. Motion – Receive Draft Minutes from the second June 12, 2025, Technical Committee Meeting
- H. Motion – Receive Draft Minutes from June 13, 2025, Technical Committee Meeting
- I. Motion – Receive Draft Minutes from June 18, 2025, Technical Committee Meeting
- J. Motion – Receive and File May Financial Summary and Approve May Expenditures
- K. Motion – Receive and File CIWW May 2025 Revenue and Usage Summary
- L. Motion – Receive and File Project Update and Capital Expenditure Reimbursement Report

**Item 7: Board Action Items**

- A. Motion – Approve Master Service Agreement with Task Orders with Advanced Engineering and Environmental Services (AE2S) for General Engineering and Program Management

- B. Motion – Approve Master Service Agreement with Task Orders with Strand Associates for a West Treatment Plant Preliminary Engineering Report
- C. Resolution – Approve Schedule XIII Asset Transfer Terms
- D. Member request for Temporary Waiver from Water Shortage Plan – Motion to Approve or Deny

**Item 8: Reports**

- A. Executive Director
  - a. Information
- B. Contract Operators
  - a. Water Quality Update
- C. Technical Committee
- D. Finance and Audit Committee
- E. Water Usage Best Practices Committee

**Item 9: Other Business**

**Adjournment**

Upcoming CIWW Activities			
<u>Date</u>	<u>Time</u>	<u>Location</u>	<u>Meeting</u>
July 9, 2025	1:00 p.m.	DMWW Board Room	Technical Committee
July 10, 2025	8:00 a.m.	West Des Moines Water Works	Finance & Audit Committee
July 23, 2025	3:00 p.m.	Mid-American Rec Plex Community Room A	Board of Trustees



**CENTRAL IOWA WATER WORKS**  
**BOARD OF TRUSTEES ACTION ITEM FORM**

**Meeting Date: June 25, 2025**

**ITEM NUMBER: 5A and 5B**

**SUBJECT:** 5A. Public Hearing – Authorization of Loan and Disbursement Agreements and the issuance of notes to evidence the obligation of Central Iowa Water Works thereunder.

5B. Resolution – Instituting Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$22,725,000 Water Revenue Capital Loan Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)

**SUMMARY:**

The CIWW Board of Trustees is required to have a Public Hearing for the issuance of debt.

This debt will pay costs associated with the preliminary engineering and design of a new west plant located in Dallas County.

The 28E/F agreement outlines the requirement for a weighted vote. For all bond related matters, a weighted vote is required.

**FINANCIAL IMPACT:**

This is an issuance not to exceed \$22,725,000. The loan is 0% interest for up to three years with no initiation or servicing fees. This loan may be rolled into an SRF construction loan or repaid when permanent financing is obtained.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Approve a Resolution Instituting Proceedings to take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$22,725,000 Water Revenue Capital Loan Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)

Prepared by: *Jami Madsen*



**CENTRAL IOWA WATER WORKS**  
**BOARD OF TRUSTEES ACTION ITEM FORM**

**Meeting Date: June 25, 2025**

**ITEM NUMBER: 5C**

**SUBJECT:** Resolution – Approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$22,725,000 Water Revenue Capital Loan Note Anticipation Project Note, Series 2025E, under the provisions of the Code of Iowa, and providing for a method of payment of said Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)

**SUMMARY:**

This debt will pay costs associated with the preliminary engineering and design of a new west plant located in Dallas County.

The 28E/F requires a weighted vote of the board.

**FINANCIAL IMPACT:**

This is an issuance not to exceed \$22,725,000. The loan is 0% interest for up to three years with no initiation or servicing fees. This loan may be rolled into an SRF construction loan or repaid when permanent financing is obtained.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Approve and authorize a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$22,725,000 Water Revenue Capital Loan Note Anticipation Project Note, Series 2025E, under the provisions of the Code of Iowa, and providing for a method of payment of said Note.

Prepared by: *Nami Madsen*

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body:           The Board of Trustees of Central Iowa Water Works.  
Date of Meeting:             June 25, 2025.  
Time of Meeting:             \_\_\_\_\_ o'clock \_\_\_\_\_.M.  
Place of Meeting:            The MidAmerican Energy Company RecPlex, 6500 Grand Ave.,  
  West Des Moines, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$22,725,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025E (West Plant)

- Resolution approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$22,725,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025E, under the provisions of the Code of Iowa, and providing for a method of payment of said Note.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Chairperson pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

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Secretary of the Board of Trustees, Central  
Iowa Water Works

June 25, 2025

The Board of Trustees of Central Iowa Water Works met in \_\_\_\_\_ session, at the MidAmerican Energy Company RecPlex, 6500 Grand Ave., West Des Moines, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

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

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

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Board Member \_\_\_\_\_ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$22,725,000 WATER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2025E, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE", and moved its adoption. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

MEMBER	WEIGHTED VOTE ALLOCATION	AYE	NAY	ABSENT	ABSTAIN
Ankeny	11.649%				
Clive	3.432%				
DMWW	41.671%				
Johnston	4.032%				
Grimes	3.017%				
Norwalk	2.065%				
Polk City	0.973%				
UWU	8.439%				
Warren Water District	3.087%				
Waukee	4.213%				
WDMWW	13.861%				
Xenia	3.560%				
TOTAL	100%				

**Total Weighted Vote Allocation Voting: \_\_\_\_\_%**

**Weighted Vote Result:     AYES \_\_\_\_\_%**

**NAYS \_\_\_\_\_%**

Whereupon the Chairperson declared the following Resolution duly adopted:

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$22,725,000 WATER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2025E, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE

WHEREAS, Central Iowa Water Works (hereafter the "Issuer") proposes to issue its Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025E, to the extent of \$22,725,000, for the purpose of defraying the costs of the Project hereinafter described; and, it is deemed necessary and advisable and in the best interests of the Issuer that a form of Interim Loan and Disbursement Agreement by and between the Issuer and the Iowa Finance Authority be approved and authorized; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of \$22,725,000 Water Revenue Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

◆ "Additional Project Notes" shall mean any project notes or other obligations issued on a parity with the Note in accordance with the provisions of Section 11 hereof;

◆ "Agreement" shall mean an Interim Loan and Disbursement Agreement dated as of the Closing between and among the Issuer and the Original Purchaser, relating to the Interim Loan made to the Issuer under the Program;

◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Interim Loan;

◆ "Fiscal Year" shall mean the twelve months' period beginning on January 1 of each year and ending on the last day of December the same year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling

due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;

◆ "Governing Body" and "Board" shall mean the Board of Trustees of Central Iowa Water Works, or its successor in function with respect to the operation and control of the System;

◆ "Interim Loan" shall mean the principal amount allocated by the Original Purchaser and loaned to the Issuer under the Program, equal in amount to the principal amount of the Note;

◆ "Issuer" shall mean Central Iowa Water Works;

◆ "Note" shall mean \$22,725,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025E, authorized to be issued by this Resolution;

◆ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Note from Issuer at the time of its original issuance;

◆ "Paying Agent" shall be the Secretary of the Board of Trustees, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due;

◆ "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs;

◆ "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser;

◆ "Project" shall mean the costs of acquisition, construction, reconstruction, repair, extension and improvement of all or part of the CIWW regional water production and supply system (the "System"), including construction of an approximately 12 MGD membrane water treatment plant in Dallas County.

◆ "Project Costs" shall mean all engineering fees, archeological surveys, environmental studies, and fees related to a project plan preparation and submission, and other expenses incidental thereto, and also including the costs of issuance of the Note;

◆ "Project Fund" shall mean the Project Fund established by Section 6 of this Resolution;

◆ "Registrar" shall be the Secretary of the Board of Trustees, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Note. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Note;

◆ "Secretary" shall mean the Secretary of the Board of the Board of Trustees of Central Iowa Water Works or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

◆ "System" shall mean the regional water production and supply system of Central Iowa Water Works and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while the Note remains outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.

Section 2. Authority. The Agreement and the Note authorized by this Resolution shall be issued pursuant to Section 28F.9 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the Secretary.

Section 3. Note Details, Execution, Redemption and Registration.

- a. Note Details. The Note shall be designated a Water Revenue Capital Loan Notes Anticipation Project Note, be dated the date of delivery, in the denomination of \$1,000 or multiples thereof, and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$22,725,000 and numbered R-1. The Note shall not bear interest (0%), and shall mature three years from issuance. The Board hereby finds and determines that it is necessary and advisable to issue said Note pursuant to Section 28F.9 of the Code of Iowa, as authorized by the Agreement and this Resolution.
- b. Execution. The Note shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Secretary, and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note.
- c. Redemption. The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot.

Written notice of redemption shall be given to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.

- d. Registration. The Note may be registered as to principal and interest on the books of the Registrar in the name of the holder and such registration noted on the Note after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. The Secretary is hereby appointed as Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in this Resolution. The Note shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Note and in this Resolution.

The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of the Note and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

In all cases of the transfer of the Note, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Note, in accordance with the provisions of this Resolution.

As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Note and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy

and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

A Note which has been redeemed shall not be reissued but shall be cancelled by the Registrar. A Note which is cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Note to the Issuer.

In the event any payment check representing payment of principal of or interest on the Note is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Note shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Note. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 4. Form of Note. The form of Note shall be substantially as follows:

REGISTERED  
No. R-1

REGISTERED  
\$22,725,000

UNITED STATES OF AMERICA  
STATE OF IOWA  
CENTRAL IOWA WATER WORKS  
WATER REVENUE CAPITAL LOAN NOTES  
ANTICIPATION PROJECT NOTE  
SERIES 2025E

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
0.00%	July 18, 2028	July 18, 2025

Central Iowa Water Works, a political subdivision and an instrumentality of political subdivisions, organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to

**IOWA FINANCE AUTHORITY**

or registered assigns, the principal sum of TWENTY TWO MILLION SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS in lawful money of the United States of America, at maturity on July 18, 2028, without interest (0%). Payment of this Note shall at all times conform to the rules of the Iowa Drinking Water Facilities Financing Program. Issuer pledges the Project Fund to which there has been appropriated the anticipated receipts of certain funds held or to be received by the Issuer as well as the proceeds of certain Capital Loan Notes to be issued.

This Note is payable solely from said Project Fund.

This Note is issued pursuant to an Interim Loan and Disbursement Agreement and the Resolution, duly adopted and under and in substantial compliance with the Constitution and statutes of the state of Iowa, including specifically Section 28F.9 of the Code of Iowa, as amended, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions, under which this Note is payable, a statement of conditions under which additional notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution and Interim Loan and Disbursement Agreement. This Note is not payable in any manner by taxation and under no circumstances shall the Issuer or any members of the Issuer be in any manner liable by reason of the failure of said Project Fund to be sufficient for the payment hereof. Neither the payment of the principal nor any part thereof constitutes a debt, liability or obligation of any of the members of the Issuer or of the Issuer itself within the meaning of any constitutional, statutory or charter provision or otherwise.

The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot.

Written notice of redemption shall be given to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

The Note may be registered as to principal and interest on the books of the Secretary in the name of the holder after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in the Resolution.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Secretary, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, Central Iowa Water Works, by its Board of Trustees, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its Secretary of the Board of Trustees, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the Secretary of the Board of Trustees of Central Iowa Water Works.

Date of authentication: \_\_\_\_\_ CENTRAL IOWA WATER WORKS

This is one of the Notes described in the within mentioned Resolution, as registered by the Secretary By: \_\_\_\_\_  
Chairperson

SECRETARY OF THE BOARD OF TRUSTEES

ATTEST:

By: \_\_\_\_\_ Registrar By: \_\_\_\_\_  
Secretary of the Board of Trustees

Registrar and Transfer Agent: Secretary of the Board of Trustees

Paying Agent: Secretary of the Board of Trustees

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED ) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
 Address of Transferee(s) \_\_\_\_\_  
 Social Security or Tax Identification \_\_\_\_\_  
 Number of Transferee(s) \_\_\_\_\_  
 Transferee is a(n):  
 Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
 Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - ..... Custodian .....  
 (Cust) (Minor)  
 Under Iowa Uniform Transfers to Minors Act.....  
 (State)

(End of Note)

Section 5. Security for Note. The Note shall be payable solely from the Project Fund. To pay the principal on the Note when it becomes due, there is hereby created a pledge of the receipts anticipated in said Project Fund to continue until the payment in full of the principal on the Note.

Section 6. Establishment of Project Fund. The Issuer hereby creates and establishes a Project Fund, into which Project Fund are hereby appropriated the following:

Proceeds of \$22,725,000 Water Revenue Capital Loan Notes, additional action on the issuance of which previously has been taken and approved by the Board of Trustees on June 25, 2025

The funds so appropriated shall include in addition thereto all funds of the Issuer, including proceeds realized on the reinvestment of proceeds of the Note, from which the Issuer is or may become obligated to pay under contracts for the construction of the Project to the extent that proceeds of the Note are applied to the payment thereof.

Section 7. Application of Project Fund. The proceeds of the sale of the Note shall be deposited in the Project Fund for application to payment of Project Costs and the costs of issuance of the Note or to pay the principal of the Note when due and for no other purpose.

Disbursements for the payment of Project Costs shall be made by the Secretary upon receipt of vouchers approved by the Governing Body.

After completion of the Project, any moneys remaining in the Project Fund shall be held for the retirement of Note. When the Note is paid or payment is provided for, remaining moneys in the Project Fund may be withdrawn and used for any lawful purpose.

Section 8. Investments. Moneys in the Project Fund shall at all times be invested, to the extent practicable in Permitted Investments maturing at such times and in such amounts as will make cash available for the purposes of such Project Fund as needed.

Section 9. Covenants with Noteholders. Issuer covenants and agrees, so long as any Notes herein authorized remain unpaid, that it:

- a. Will proceed to complete with all practicable dispatch the construction and acquisition of the Project;
- b. Will not make or cause or permit to be made any application of the proceeds of the Note or of any moneys held in the Project Fund, except in accordance with the provisions of this Resolution;
- c. Will from time to time increase the amount of the appropriations to the Project Fund, to the extent necessary to assure that the expected receipts thereafter forthcoming, together with the funds appropriated and held in trust for the purpose, will be sufficient to pay when due the Note as to both principal and interest.
- d. Will obtain the collection of funds and the proceeds of the sale of water revenue capital loan notes anticipated to be received in the Project Fund and, if not paid from other sources, apply the same to the payment of the Note and interest thereon; and
- e. For the prompt and full performance of the terms and provisions of this Resolution and contract with the noteholders, the Issuer pledges its full faith and diligence and the exercise of its lawful powers.

Section 10. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the Issuer and the purchaser of the Note.

Section 11. Additional Notes. The Issuer may issue Additional Project Notes of equal standing and parity of lien with the Note for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all notes so issued and interest thereon.

The holder or holders of the Notes shall have all other rights and remedies given by law for the payment and enforcement of the Notes and the security therefor.

Section 12. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 13. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 14. Paragraph Headings. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 15. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Interim Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Interim Loan and Disbursement Agreement, the terms of the Interim Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 25<sup>th</sup> day of June, 2025.

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Chairperson of the Board of Trustees

ATTEST:

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Secretary of the Board of Trustees

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POLK )

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

WITNESS my hand of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary of the Board of Trustees of Central  
Iowa Water Works



**CENTRAL IOWA WATER WORKS**  
**BOARD OF TRUSTEES ACTION ITEM FORM**

**Meeting Date: June 25, 2025**

**ITEM NUMBER: 5D**

**SUBJECT:** Resolution – Institution Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$5,050,000 Water Revenue Capital Loan Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)

**SUMMARY:**

This debt will pay costs associated with the preliminary engineering and design to expand the Grimes Plant.

The 28E/F agreement outlines the requirement for a weighted vote. For all bond related matters, a weighted vote is required.

**FINANCIAL IMPACT:**

This is an issuance not to exceed \$5,050,000. The loan is 0% interest for up to three years with no initiation or servicing fees. This loan may be rolled into an SRF construction loan or repaid when permanent financing is obtained.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Institution Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$5,050,000 Water Revenue Capital Loan Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)

Prepared by: *Dumi Maden*



**CENTRAL IOWA WATER WORKS**  
**BOARD OF TRUSTEES ACTION ITEM FORM**

**Meeting Date: June 25, 2025**

**ITEM NUMBER: 5E**

**SUBJECT:** Resolution – Approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$5,050,000 Water Revenue Capital Loan Note Anticipation Project Note, Series 2025F, under the provisions of the Code of Iowa, and providing for a method of payment of said Note. (A weighted vote is required. Such vote requires votes representing a majority of the weighted vote allocation plus votes representing at least three (3) member agencies for the action to be adopted by the board.)

**SUMMARY:**

This debt will pay costs associated with the preliminary engineering and design of a new west plant located in Dallas County.

The 28E/F requires a weighted vote of the board.

**FINANCIAL IMPACT:**

This is an issuance not to exceed \$5,050,000. The loan is 0% interest for up to three years with no initiation or servicing fees. This loan may be rolled into an SRF construction loan or repaid when permanent financing is obtained.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Approve a resolution approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$5,050,000 Water Revenue Capital Loan Note Anticipation Project Note, Series 2025F, under the provisions of the Code of Iowa, and providing for a method of payment of said Note.

Prepared by: *Wami Jansen*

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body:           The Board of Trustees of Central Iowa Water Works.  
Date of Meeting:             June 25, 2025.  
Time of Meeting:             \_\_\_\_\_ o'clock \_\_\_\_\_.M.  
Place of Meeting:            The MidAmerican Energy Company RecPlex, 6500 Grand Ave.,  
  West Des Moines, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

\$5,050,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025F  
(Grimes Expansion)

- Resolution approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$5,050,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025F, under the provisions of the Code of Iowa, and providing for a method of payment of said Note.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Chairperson pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

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Secretary of the Board of Trustees, Central  
Iowa Water Works

June 25, 2025

The Board of Trustees of Central Iowa Water Works met in \_\_\_\_\_ session, at the MidAmerican Energy Company RecPlex, 6500 Grand Ave., West Des Moines, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

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

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

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$5,050,000 WATER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2025F, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE", and moved its adoption. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

MEMBER	WEIGHTED VOTE ALLOCATION	AYE	NAY	ABSENT	ABSTAIN
Ankeny	11.649%				
Clive	3.432%				
DMWW	41.671%				
Johnston	4.032%				
Grimes	3.017%				
Norwalk	2.065%				
Polk City	0.973%				
UWU	8.439%				
Warren Water District	3.087%				
Waukee	4.213%				
WDMWW	13.861%				
Xenia	3.560%				
TOTAL	100%				

**Total Weighted Vote Allocation Voting: \_\_\_\_\_%**

**Weighted Vote Result:     AYES \_\_\_\_\_%**

**NAYS \_\_\_\_\_%**

Whereupon the Chairperson declared the following Resolution duly adopted:

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF INTERIM LOAN AND DISBURSEMENT AGREEMENT, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$5,050,000 WATER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2025F, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTE

WHEREAS, Central Iowa Water Works (hereafter the "Issuer") proposes to issue its Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025F, to the extent of \$5,050,000, for the purpose of defraying the costs of the Project hereinafter described; and, it is deemed necessary and advisable and in the best interests of the Issuer that a form of Interim Loan and Disbursement Agreement by and between the Issuer and the Iowa Finance Authority be approved and authorized; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of \$5,050,000 Water Revenue Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

◆ "Additional Project Notes" shall mean any project notes or other obligations issued on a parity with the Note in accordance with the provisions of Section 11 hereof;

◆ "Agreement" shall mean an Interim Loan and Disbursement Agreement dated as of the Closing between and among the Issuer and the Original Purchaser, relating to the Interim Loan made to the Issuer under the Program;

◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Interim Loan;

◆ "Fiscal Year" shall mean the twelve months' period beginning on January 1 of each year and ending on the last day of December the same year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling

due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;

◆ "Governing Body" and "Board" shall mean the Board of Trustees of Central Iowa Water Works, or its successor in function with respect to the operation and control of the System;

◆ "Interim Loan" shall mean the principal amount allocated by the Original Purchaser and loaned to the Issuer under the Program, equal in amount to the principal amount of the Note;

◆ "Issuer" shall mean Central Iowa Water Works;

◆ "Note" shall mean \$5,050,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025F, authorized to be issued by this Resolution;

◆ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Note from Issuer at the time of its original issuance;

◆ "Paying Agent" shall be the Secretary of the Board of Trustees, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due;

◆ "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs;

◆ "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser;

◆ "Project" shall mean the costs of acquisition, construction, reconstruction, repair, extension and improvement of all or part of the CIWW regional water production and supply system (the "System"), including the construction of an approximately 3.2 MGD expansion of the Grimes membrane treatment plant including the expansion of source water, treatment, and transmission to tie the existing plant to the Central Iowa Water Works core network;

◆ "Project Costs" shall mean all engineering fees, archeological surveys, environmental studies, and fees related to a project plan preparation and submission, and other expenses incidental thereto, and also including the costs of issuance of the Note;

◆ "Project Fund" shall mean the Project Fund established by Section 6 of this Resolution;

◆ "Registrar" shall be the Secretary of the Board of Trustees, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Note. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Note;

◆ "Secretary" shall mean the Secretary of the Board of the Board of Trustees of Central Iowa Water Works or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

◆ "System" shall mean the regional water production and supply system of Central Iowa Water Works and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while the Note remains outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.

Section 2. Authority. The Agreement and the Note authorized by this Resolution shall be issued pursuant to Section 28F.9 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the Secretary.

Section 3. Note Details, Execution, Redemption and Registration.

- a. Note Details. The Note shall be designated a Water Revenue Capital Loan Notes Anticipation Project Note, be dated the date of delivery, in the denomination of \$1,000 or multiples thereof, and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$5,050,000 and numbered R-1. The Note shall not bear interest (0%), and shall mature three years from issuance. The Board hereby finds and determines that it is necessary and advisable to issue said Note pursuant to Section 28F.9 of the Code of Iowa, as authorized by the Agreement and this Resolution.
- b. Execution. The Note shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Secretary, and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note.
- c. Redemption. The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot.

Written notice of redemption shall be given to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.

- d. Registration. The Note may be registered as to principal and interest on the books of the Registrar in the name of the holder and such registration noted on the Note after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. The Secretary is hereby appointed as Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in this Resolution. The Note shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Note and in this Resolution.

The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of the Note and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

In all cases of the transfer of the Note, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Note, in accordance with the provisions of this Resolution.

As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Note and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy

and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

A Note which has been redeemed shall not be reissued but shall be cancelled by the Registrar. A Note which is cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Note to the Issuer.

In the event any payment check representing payment of principal of or interest on the Note is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Note shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Note. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 4. Form of Note. The form of Note shall be substantially as follows:

REGISTERED  
No. R-1

REGISTERED  
\$5,050,000

UNITED STATES OF AMERICA  
STATE OF IOWA  
CENTRAL IOWA WATER WORKS  
WATER REVENUE CAPITAL LOAN NOTES  
ANTICIPATION PROJECT NOTE  
SERIES 2025F

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
0.00%	July 18, 2028	July 18, 2025

Central Iowa Water Works, a political subdivision and an instrumentality of political subdivisions, organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to

**IOWA FINANCE AUTHORITY**

or registered assigns, the principal sum of FIVE MILLION FIFTY THOUSAND DOLLARS in lawful money of the United States of America, at maturity on July 18, 2028, without interest (0%). Payment of this Note shall at all times conform to the rules of the Iowa Drinking Water Facilities Financing Program. Issuer pledges the Project Fund to which there has been appropriated the anticipated receipts of certain funds held or to be received by the Issuer as well as the proceeds of certain Capital Loan Notes to be issued.

This Note is payable solely from said Project Fund.

This Note is issued pursuant to an Interim Loan and Disbursement Agreement and the Resolution, duly adopted and under and in substantial compliance with the Constitution and statutes of the state of Iowa, including specifically Section 28F.9 of the Code of Iowa, as amended, for the purpose of defraying part of the cost of acquiring the Project. For a complete statement of the revenues and funds from which, and the conditions, under which this Note is payable, a statement of conditions under which additional notes of equal standing may hereafter be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Resolution and Interim Loan and Disbursement Agreement. This Note is not payable in any manner by taxation and under no circumstances shall the Issuer or any members of the Issuer be in any manner liable by reason of the failure of said Project Fund to be sufficient for the payment hereof. Neither the payment of the principal nor any part thereof constitutes a debt, liability or obligation of any of the members of the Issuer or of the Issuer itself within the meaning of any constitutional, statutory or charter provision or otherwise.

The Note may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in order of maturity and within an annual maturity by lot.

Written notice of redemption shall be given to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. Failure to give such notice to any registered owner or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note is also subject to mandatory redemption to the extent not fully drawn upon.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

The Note may be registered as to principal and interest on the books of the Secretary in the name of the holder after which no transfer shall be valid until the making of an entry upon the books kept for the registration and transfer of ownership of the Note, and in no other way. Registrar shall maintain the books of the Issuer for the registration of ownership of the Note for the payment of principal of and interest on the Note as provided in the Resolution.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Secretary, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, Central Iowa Water Works, by its Board of Trustees, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its Secretary of the Board of Trustees, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the Secretary of the Board of Trustees of Central Iowa Water Works.

Date of authentication: \_\_\_\_\_ CENTRAL IOWA WATER WORKS

This is one of the Notes described in the within mentioned Resolution, as registered by the Secretary By: \_\_\_\_\_  
Chairperson

SECRETARY OF THE BOARD OF TRUSTEES

ATTEST:

By: \_\_\_\_\_ Registrar By: \_\_\_\_\_  
Secretary of the Board of Trustees

Registrar and Transfer Agent: Secretary of the Board of Trustees  
Paying Agent: Secretary of the Board of Trustees

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED ) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_
Address of Transferee(s) \_\_\_\_\_
Social Security or Tax Identification \_\_\_\_\_
Number of Transferee(s) \_\_\_\_\_
Transferee is a(n):
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

(End of Note)

Section 5. Security for Note. The Note shall be payable solely from the Project Fund. To pay the principal on the Note when it becomes due, there is hereby created a pledge of the receipts anticipated in said Project Fund to continue until the payment in full of the principal on the Note.

Section 6. Establishment of Project Fund. The Issuer hereby creates and establishes a Project Fund, into which Project Fund are hereby appropriated the following:

Proceeds of \$5,050,000 Water Revenue Capital Loan Notes,
additional action on the issuance of which previously has been
taken and approved by the Board of Trustees on June 25, 2025

The funds so appropriated shall include in addition thereto all funds of the Issuer, including proceeds realized on the reinvestment of proceeds of the Note, from which the Issuer is or may become obligated to pay under contracts for the construction of the Project to the extent that proceeds of the Note are applied to the payment thereof.

Section 7. Application of Project Fund. The proceeds of the sale of the Note shall be deposited in the Project Fund for application to payment of Project Costs and the costs of issuance of the Note or to pay the principal of the Note when due and for no other purpose.

Disbursements for the payment of Project Costs shall be made by the Secretary upon receipt of vouchers approved by the Governing Body.

After completion of the Project, any moneys remaining in the Project Fund shall be held for the retirement of Note. When the Note is paid or payment is provided for, remaining moneys in the Project Fund may be withdrawn and used for any lawful purpose.

Section 8. Investments. Moneys in the Project Fund shall at all times be invested, to the extent practicable in Permitted Investments maturing at such times and in such amounts as will make cash available for the purposes of such Project Fund as needed.

Section 9. Covenants with Noteholders. Issuer covenants and agrees, so long as any Notes herein authorized remain unpaid, that it:

- a. Will proceed to complete with all practicable dispatch the construction and acquisition of the Project;
- b. Will not make or cause or permit to be made any application of the proceeds of the Note or of any moneys held in the Project Fund, except in accordance with the provisions of this Resolution;
- c. Will from time to time increase the amount of the appropriations to the Project Fund, to the extent necessary to assure that the expected receipts thereafter forthcoming, together with the funds appropriated and held in trust for the purpose, will be sufficient to pay when due the Note as to both principal and interest.
- d. Will obtain the collection of funds and the proceeds of the sale of water revenue capital loan notes anticipated to be received in the Project Fund and, if not paid from other sources, apply the same to the payment of the Note and interest thereon; and
- e. For the prompt and full performance of the terms and provisions of this Resolution and contract with the noteholders, the Issuer pledges its full faith and diligence and the exercise of its lawful powers.

Section 10. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between the Issuer and the purchaser of the Note.

Section 11. Additional Notes. The Issuer may issue Additional Project Notes of equal standing and parity of lien with the Note for the purpose of paying Project Costs to the extent that funds appropriated to the Project Fund are adequate to pay all notes so issued and interest thereon.

The holder or holders of the Notes shall have all other rights and remedies given by law for the payment and enforcement of the Notes and the security therefor.

Section 12. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 13. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 14. Paragraph Headings. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 15. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Interim Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Interim Loan and Disbursement Agreement, the terms of the Interim Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 25<sup>th</sup> day of June, 2025.

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Chairperson of the Board of Trustees

ATTEST:

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Secretary of the Board of Trustees

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POLK )

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

WITNESS my hand of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary of the Board of Trustees of Central  
Iowa Water Works

## Minutes

Board of Trustees  
Central Iowa Water Works  
May 28, 2025  
Mid-American Energy Rec Plex, Community Room A  
3:00 p.m.

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**Item 1:** Chair Jody Smith called the meeting to order 3:00 p.m.

**Item 2:** Roll Call

Trustees in Attendance

Mike Schrock, Ankeny  
John Edwards, Clive  
Diane Munns, Des Moines Water Works  
Susan Huppert, Des Moines Water Works  
Tom Cope, Johnston  
Jake Anderson, Grimes  
George Meinecke, Norwalk  
John McCune, Urbandale Water Utility  
Carol Butler Freeman, Warren Water District  
Courtney Clarke, Waukee\*  
Jody Smith, West Des Moines Water Works  
Dan Lovett, Xenia

Others Present

Tami Madsen, Central Iowa Water Works  
Dustin Delvaux, Central Iowa Water Works  
Royce Hammit, Xenia  
Kyle Danley, Des Moines Water Works  
Matt Stoffel, PFM  
Christina Murphy, West Des Moines Water Works  
Neal Westin, Nyemaster Goode  
Amy Kahler, Des Moines Water Works  
Neil Weiss, Urbandale Water Utility  
Peter De Kock, Clive

Lyle Hammes, West Des Moines Water Works\*  
Brian Unsen, Eide Bailly\*  
Brad Theisen, Eide Bailly\*  
Dustin Schultz, AE2S\*  
Melissa Walker, Des Moines Water Works\*  
Jamie Buelt, En Q Strategies\*

\*Attended remotely

**Item 3:** Approving Agenda, as presented or amended.

John Edwards moved to approve the agenda as presented; John McCune seconded. The motion was adopted by unanimous vote.

**Item 4:** Public Comment

There were no comments from the public.

**Item 5:** Public Hearings and Related Resolutions

A. John McCune moved to approve a resolution – Approving 2025 Weighted Vote Allocation Among Members; seconded by Tom Cope. The motion was adopted by unanimous vote.

B. Susan Huppert moved to approve a resolution – Ratifying, Confirming and Approving Publication of Notice of Public Hearing on the Issuance of Not to Exceed \$700,000 Water Revenue Capital Loan Notes; seconded by Tom Cope.

With the CIWW 28E/28F requiring a weighted vote on this matter, a weighted vote was taken with 10 of the 12 Member Agencies in attendance: 10 voting Aye and 0 voting Nay.

C. Public Hearing – Authorization of Loan and Disbursement Agreements and the issuance of Notes to evidence the obligation of Central Iowa Water Works thereunder.

There were no comments from the public.

D. John Edwards moved to approve a resolution – Instituting Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$700,000 Water Revenue Capital Loan Notes; seconded by Jake Anderson.

With the CIWW 28E/28F requiring a weighted vote on this matter, a weighted vote was taken with 10 of the 12 Member Agencies in attendance: 10 voting Aye and 0 voting Nay.

E. Tom Cope moved to approve a resolution – Approving and authorizing a form of Interim Loan and Disbursement Agreement, and authorizing and providing for the issuance and securing the payment of \$700,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2025D, under the provisions of the Code of Iowa, and providing for a method of payment of said Note; seconded by Mike Schrock.

With the CIWW 28E/28F requiring a weighted vote on this matter, a weighted vote was taken with 10 of the 12 Member Agencies in attendance: 10 voting Aye and 0 voting Nay.

Courtney Clarke entered the meeting at 3:06 p.m.

- F. John McCune moved to approve a resolution – Fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Not to Exceed \$22,725,000 Water Revenue Capital Loan Notes to evidence the obligations of Central Iowa Water Works thereunder; seconded by Tom Cope.

With the CIWW 28E/28F requiring a weighted vote on this matter, a weighted vote was taken with 11 of the 12 Member Agencies in attendance: 11 voting Aye and 0 voting Nay.

- G. Mike Schrock moved to approve a resolution – Fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Not to Exceed \$5,050,000 Water Revenue Capital Loan Notes to evidence the obligations of Central Iowa Water Works thereunder; seconded by Jake Anderson.

With the CIWW 28E/28F requiring a weighted vote on this matter, a weighted vote was taken with 11 of the 12 Member Agencies in attendance: 11 voting Aye and 0 voting Nay.

- H. John Edwards moved to approve a resolution – Engaging Ahlers & Cooney, P.C. as Bond Counsel; seconded by Tom Cope. The motion was adopted by unanimous vote.

**Item 6: Consent Agenda (Note: These are routine items and will be enacted with one vote without separate discussion unless someone, Board or Public, requests an item to be removed and considered separately)**

John Edwards moved to approve the following consent agenda; seconded by Jake Anderson. The motion to approve all such consent agenda items was adopted by unanimous vote.

- A. Motion – Approve the Minutes from April 23, 2025, CIWW Board Meeting as published, subject to correction, as recommended by the Board Clerk
- B. Motion – Receive and File Final Minutes from April 9, 2025, Technical Committee Meeting
- C. Motion – Receive Draft Minutes from May 14, 2025, Technical Committee Meeting
- D. Motion – Receive and File Final Minutes from April 9, 2025, Long Range Planning and Capital Improvements Committee Meeting
- E. Motion – Receive and File Final Minutes from March 25, 2025, Finance and Audit Committee Meeting
- F. Motion – Receive and File April Financial Summary and Approve April Expenditures
- G. Motion – Receive and File CIWW April 2025 Revenue and Usage Summary
- H. Motion – Receive and File Project Update and Capital Expenditure Reimbursement Report

**Item 7: 2024 Audit Report Presentation – Eide Bailly**

- A. Brian Unsen and Brad Theisen with Eide Bailly presented the audit to the board. They stated that financial statements were prepared using General Accepted Accounting Principles (GAAP), there were no material weaknesses or significant deficiencies, no state compliance issues, and very clean internal controls in place.

Tom Cope moved to Receive and File the 2024 Central Iowa Water Works Audit Report; seconded by Carol Butler Freeman. The motion was adopted by unanimous vote.

**Item 8: Board Action Items**

- A. John McCune moved to approve Assurance with Respect to Real Property Acquisition of Title III of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended form and authorize and direct the Executive Director to execute and deliver the completed form to the Iowa Finance Authority; seconded by Carol Butler Freeman. The motion was adopted by unanimous vote.
- B. John Edwards moved to Receive and File the Five-Year Capital Improvement Plan; seconded by Tom Cope. The motion was adopted by unanimous vote.

**Item 9: Reports**

- A. Executive Director

- a. Information

Tami Madsen informed the board of the various meetings and events she attended over the last month including the Urbandale City Council Lunch & Learn Workshop, Warren Water District Board Meeting, the DMDC in Washington D.C., Des Moines Rotary Club and more. She stated that the Taxpayer’s Association of Central Iowa awarded CIWW the “In the Public Interest” award for 2025.

- b. Employee Handbook

Tami Madsen informed the board that a draft of the handbook is included in the packet and that the members should review it and provide feedback as necessary. She hopes to have a final version ready for formal consideration at the June board meeting.

- c. Schedule XIII-1, June Board Meeting

Tami Madsen advised that the asset transfer was moving forward with only a few outstanding items needing to be addressed. She expects Schedule XIII-1 to be ready for formal consideration at the June board meeting.

- d. American Water Works Association Conference June 8-11

Tami Madsen will be attending the American Water Works Association Conference on June 8-11, 2025, where the video footage of CIWW will be presented.

- e. Board of Trustees Group Photo, June 25 Board Meeting

Tami Madsen would like for all the Board of Trustees to attend the June 25, 2025, board meeting to take a group photo.

f. Member Agency Initial Water Supply Allocations due July 6

Tami Madsen informed the board that the member agencies' initial water supply allocations are due on July 6, 2025.

B. Contract Operators

Kyle Danley informed the board that the nitrate rates in the Raccoon River and the Des Moines River are steadily increasing. The nitrate removal plants are in full operation, and they are pulling 2 MGD from the reservoir to blend with the finished water. He advised that they are also seeing microcystin in the Des Moines River, a month earlier than they normally see it.

C. Technical Committee

Kyle Danley reported to the board the highlights of the last Technical Committee Meeting.

D. Executive Committee

Jody Smith informed Trustees the Executive Committee had completed Tami Madsen's six-month review. Her performance was very favorable and they are looking forward to continue working with her.

E. Finance and Audit Committee

a. Bank Qualification Method Recommendation

Matt Stoffel informed the board of the information PFM provided to the Finance and Audit Committee at the May meeting.

Susan Huppert moved to accept the recommendation of the Finance and Audit Committee to use schedule V-3 on joint capital projects involving tax exempt loans and schedule IV-10 for expansion loans; seconded by John McCune. The motion was adopted by unanimous vote.

F. Water Usage Best Practices Committee

Diane Munns reported to the board the highlights of the initial Water Usage Best Practices Committee.

**Item 10: Other Business**

Jody Smith thanked the board for their efforts that lead to being honored with the "In the Public Interest" award from the Taxpayer's Association of Central Iowa. He also recognized Mayor Courtney Clarke for being recognized by the *Business Record* as one of their "2025 Women of Influence".

**Item 11: Closed Session**

John McCune moved to enter closed session – Purpose of the closed session is to discuss the purchase and sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property, as permitted by Iowa Code Section 21.5(1)(j); seconded by Tom Cope. Approved by unanimous roll call vote.

The Trustees entered closed session at 3:51 p.m.

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By unanimous roll call vote the Trustees exited the closed session at 4:19 p.m. No action was taken during the closed session.

**Item 12: Optional Business**

- A. John McCune moved to authorize the Executive Director, in consultation with Board Counsel, to make an offer on the purchase of real estate, within the parameters discussed in Closed Session that, if accepted, would be brought back to the Board for formal consideration; seconded by Tom Cope. The motion was adopted by unanimous vote.

**Adjournment**

Chair Smith adjourned the meeting at 4:20 p.m.

Upcoming CIWW Activities			
<u>Date</u>	<u>Time</u>	<u>Location</u>	<u>Meeting</u>
June 11, 2025	1:00 p.m.	DMWW Board Room	Technical Committee
June 12, 2025	12:00 p.m.	WDMWW Plant Conference Room	Finance and Audit Committee
June 25, 2025	3:00 p.m.	Mid-American Rec Plex Community Room A	Board of Trustees

## Minutes

Technical Committee  
Central Iowa Water Works  
May 14, 2025  
Des Moines Water Works Board Room  
2201 George Flagg Parkway  
Des Moines, Iowa  
1:00 p.m.

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Present: Don Clark (Ankeny), Jeff May (Clive), Kyle Danley (DMWW), Matt Greiner (Johnston), Kevin Hensley (Grimes), Wayne Schwartz (Norwalk), Randy Franzen (Polk City), Neil Weiss (Urbandale Water Utility, Andy Fish (Warren Water District), Rudy Koester (Waukee), Christina Murphy (WDMWW), Royce Hammitt (Xenia), Shawn Buckner (Ankeny), Lindsey Wanderscheid (DMWW), Matthew Jacob (Urbandale Water Utility), Matt Van Wyk (Warren Water District), Lyle Hammes (WDMWW), Tami Madsen (CIWW), Amy Kahler (DMWW), Dustin Delvaux (CIWW), Derick Anderson (McClure), Matt Stoffel (PFM), Daria Dilparic (WDMWW), Doug Oscarson (DMWW Contractor)

ITEM 1: Call to Order

Chair Kyle Danley called the meeting to order at 1:00pm.

ITEM 2: Introductions

Introductions were made by everyone present at the meeting.

ITEM 3: Approve Minutes for April 9, 2025 – Approval

The minutes of the April 9, 2025, meeting was approved, with no objections, by voice vote.

Andy Fish entered the meeting at 1:02 p.m.

ITEM 4: Energy Management at DMWW – Information

Doug Oscarson presented the history and growth of energy management at Des Moines Water Works. They have earned ISO (International Organization of Standardization) 50001 certification for their commitment to energy efficiency as well as the American standard of SEP 50001 earning a Platinum grade, the highest possible. From 2017-2024 they managed a \$1.7m net savings, reduced energy intensity by 23.29% and reduced CO<sub>2</sub> emissions by more than 51,000 metric tons.

ITEM 5: West Plant RFQ

Tami Madsen announced that the subcommittee tasked with selecting the firm for the West Plant RFQ has recommended Strand Associates. The Technical Committee had no additional questions and Don Clark motioned to vote to bring the recommendation to the Board of Trustees. Neil Weiss seconded the motion. Roll call vote was taken with 11 of the 12 agencies in attendance: 11 aye, 0 nay, 1 absent.

ITEM 6: Feasibility Study Raccoon River Bridges – Information

Kyle Danley informed the Technical Committee of a recent public meeting held by the City of West Des Moines that discussed building a bridge over the Raccoon River for city expansion. Four locations are being considered for this project with two of the two of the locations considered near the Hallet Quarry, a potential water source which WDMWW has the first rights to once the company mining the quarry has finished their work. The two proposed easterly routes could be constructed on CIWW properties, which were purchased for future water supply for the McMullen Water Treatment Plant.

Christina Murphy advised the committee that this is a very preliminary, desktop study for the City of West Des Moines to see what makes the most sense for the city going forward with no actual plans yet in place.

Tami Madsen and Christina Murphy will work together to formulate a response to advise those involved about the potential drinking water source.

Rudy Koester entered the meeting at 1:34 p.m.

ITEM 7: SWTP 10 MGD Expansion Update

Lindsey Wanderscheid updated the committee that DMWW is working with Black and Veatch and HDR on the proposed 2 radial collector and 22 vertical wells. Recently the USACE was not in favor of having wells on their property. After providing an explanation about the benefits of their property regarding source water, and the lack of other sites off USACE property to meet the needed source water, they seemed more receptive. DMWW is moving forward on submitting paperwork to the USACE for borings, interval pump tests and water quality testing.

ITEM 8: Grimes Projects - Discussion

Kevin Hensley informed the committee that the free chlorine conversion is complete and there was only a total of five calls in regards to the change throughout the process. He has also received a quote from Brockway Mechanical & Roofing on the roof replacement for the lime plant in the amount of about \$200,000. He is awaiting a second quote from a different company.

ITEM 9: Polk City Projects - Discussion

- Roof Project

Randy Franzen informed the committee that Polk City received a quote for replacing the roof from Wood Roofing in the amount of \$39,000. The original budget submitted was \$15,000 but the roof is about 35 years old and needs complete replacement.

Tami Madsen advised the committee that this was in her spending authority so no vote by the committee is needed but wanted to confirm that there were no questions or issues. The committee requested that Randy acquire three bids to ensure they receive a comparable quote to which Randy agreed.

ITEM 10: West Des Moines Water Works Projects – Discussion

Lyle Hammes informed the committee that they are continuing their work on the three alluvial wells. WDMWW awarded the proposal for geotechnical test drilling to Braun Intertec. Christina Murphy advised that they are squeezing hard to get these on the IUP to get the funds.

ITEM 11: Des Moines Water Works Projects - Discussion

- Water Production Capital Reallocation

Lindsey Wanderscheid informed the committee that a couple items will be going to the DMWW board for acceptance. The treatment basin recharging and well rehabilitation projects are both several year projects with multi-year contracts and the 2024 portion of the work on both is complete. A change order on the closed loop cooling project is also being sent to the board even though the amount is below the CEO threshold because this would increase the total change order to about \$185,000.

Kyle Danley informed the committee that they are going to reallocate some of their capital budget. The amounts will not change, just be rearranged to utilize the funds for the most urgent projects.

ITEM 12: Pumpage and Revenue Summary - Information

Nothing to report.

ITEM 13: Other Business

- Source Water Quality Update

Kyle Danley advised the committee that the nitrates are slowly dropping in all raw water. They are still keeping a close eye on it as that could change very quickly. DMWW is running two ASR wells, debating when to activate the third, and have an agreement with Ankeny to use their ASR if necessary.

- CIWW Emergency 24-inch Feeder Main Repair

Kyle Danley reported a leak was discovered on a 24-inch feeder main. The main was located 18 feet deep and required a local contractor to dig. Due to the presumed location of the leak (in casing under pavement), the original cost for the complicated repair was estimated to be around \$500,000 but once they were able to trace the source of the leak to a coupling issue, they assessed it should cost closer to \$60,000 for the repair.

- Early Technical Committee Meeting Information

The Technical Committee expressed appreciation for Tami Madsen supplying documents for the meeting in advance.

- Water Usage Best Practices Committee

Tami Madsen gave a brief overview of the discussions that happened at the first Water Usage Best Practices Committee. Most of the focus was on lawn watering and how to encourage citizens to water efficiently.

- Grimes RFQ

Tami Madsen asked for volunteers to score the submissions for the Grimes Plant Expansion RFQ. Neil Weiss, Rudy Koester, Christina Murphy, Lindsey Wanderscheid, Kyle Danley, Kevin Hensley, Lyle Hammes and Matt Greiner all volunteered.

- Nitrate Issue – Emergency Technical Committee Meeting

Kyle Danley reminded the committee that there are no concerns with nitrates at this time. However, he did state that an emergency virtual meeting of the Technical Committee could occur if we needed to consider implementing the water shortage plan.

ITEM 14: Adjourn

Meeting adjourned at 2:15 p.m.

## Minutes

Technical Committee  
Central Iowa Water Works  
May 30<sup>th</sup>, 2025  
Des Moines Water Works Board Room  
2201 George Flagg Parkway  
Des Moines, Iowa  
10:00 a.m.

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Present: Andy Fish (Warren Water District), Kyle Danley (DMWW), Royce Hammit (Xenia), Lyle Hammes (WDMWW), Dustin Schultz (AE2s), Tami Madsen (CIWW), Dustin Delvaux (CIWW), Kevin Hensley (Grimes), Nathan Casey (DMWW), Jeff May (Clive), Matt Van Wyk (Warren Water District), Mike Schulte (Polk City), Neil Weiss (Urbandale Water Utility), Wayne Schwartz (Norwalk), Melissa Walker (DMWW), Rudy Koester (Waukee), Lindsey Wanderscheid (DMWW), Matt Greiner (Johnston), Don Clark (Ankeny), Amy Kahler (DMWW), Ted Corrigan (DMWW), Daria Dilparic (WDMWW), Shawn Buckner (Ankeny), Matthew Jacob (Urbandale Water Utility)

ITEM 1: Call to Order

Chair Kyle Danley started meeting at 10:01 a.m.

ITEM 2: Source Water Challenges and Reduced Treatment Capacity

Kyle Danley reviewed the most recent nitrate numbers for all of Des Moines Water Works' water sources focusing on the Raccoon River and the Des Moines River (both just under 15 mg/L) and the Gallery (currently at 8.92 mg/L) which has been increasing. He advised that microcystin on the DM River has been declining the past few days so it's no longer a concern.

Kyle Danley advised that his concern is water demand over the weekend and Monday. There is a possibility that customer demand will increase since there is no rain in the forecast until Tuesday. This typically indicates higher lawn irrigation behavior.

Currently six of eight nitrate removal vessels are on with seven able to be run at one time.

Kyle Danley provided different scenarios for the committee that involved different customer demands and how close they would be to capacity.

Lyle Hammes advised of the possibility to increase WDMWW production by about 1 MGD.

Several of the committee members including Matt Greiner, Shawn Buckner, Neil Weiss, Wayne

Schwartz and Jeff May voiced their support of following the water shortage plan stage one: a voluntary 25% reduction in lawn watering.

Kevin Hensley motioned to move to stage one of the emergency plan; Andy Fish seconded. The motion passed unanimously by voice vote.

The messaging will be carried out by CIWW and supplied to all member agencies through their Board Members, Technical Committee Members, and media spokespeople.

ITEM 3: Other Business

ITEM 4: Adjourn

Chair Danley ended the meeting at 10:45 a.m.

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## Minutes

Technical Committee  
Central Iowa Water Works  
June 10<sup>th</sup>, 2025  
Des Moines Water Works Board Room  
2201 George Flagg Parkway  
Des Moines, Iowa  
1:00 p.m.

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Present: Melissa Walker (DMWW), Kyle Danley (DMWW), Nathan Casey (DMWW), Daria Dilparic (WDMWW), Gary Eshelman (WDMWW), Steve Mount (WDMWW), Lindsey Wanderscheid (DMWW), Royce Hammitt (Xenia), Randy Franzen (Polk City), Rudy Koester (Waukee), Jeff May (Clive), Christina Murphy (WDMWW), Lyle Hammes (WDMWW), Andy Fish (Warren Water District), Tami Madsen (CIWW), Wayne Schwartz (Norwalk), Matt Greiner (Johnston), Neil Weiss (Urbandale Water Utility), Matthew Jacob (Urbandale Water Utility), Matt Van Wyk (Warren Water District), Shane Kinsey (Johnston), Dominic Hayden, Kevin Hensley (Grimes), Matt Ahrens (Grimes), Amy Kahler (DMWW), Dustin Delvaux (CIWW)

ITEM 1: Call to Order

Chair Kyle Danley started the meeting at 1:01 p.m.

ITEM 2: Source Water Challenges and Reduced Treatment Capacity

Kyle Danley presented an update of nitrate levels in the source water with the Raccoon River as his biggest concern since its at 19.98 mg/L and rose above 20.55 mg/L on June 8<sup>th</sup>. The last time nitrate levels rose above 20 mg/L was in 2013.

Microcystin in the Des Moines River is up as well reaching a high of 2.15 ppb on 6/7/25. It currently is at 1.25 ppb and being treated at the Fleur Drive plant.

There is a small chance of rain on Thursday and Friday, which should help demand. All ASR wells are being utilized. Six of the eight nitrate vessels are operating now with the expectation that seven will be running by the end of the day.

Kyle Danley provided capacity and demand scenarios for the next few days.

Jeff May requested that demand and capacity numbers get sent out daily during these water shortage plan stages to get a better idea of the effectiveness of the different water shortage plans.

The current message, with consensus from the Technical Committee, is to continue pushing out the stage one water shortage plan of voluntary 25% water reduction on lawn watering while representatives will reach out to their cities about reducing water usage for public works.

ITEM 3: Other Business

ITEM 4: Adjourn

Chair Danley ended the meeting at 1:33 p.m.

DRAFT

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## Minutes

Technical Committee  
Central Iowa Water Works  
June 11, 2025  
Des Moines Water Works Board Room  
2201 George Flagg Parkway  
Des Moines, Iowa  
1:00 p.m.

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Present: Jeff May (Clive), Kyle Danley (DMWW), Matt Greiner (Johnston), Kevin Hensley (Grimes), Wayne Schwartz (Norwalk), Randy Franzen (Polk City), Neil Weiss (Urbandale Water Utility), Andy Fish (Warren Water District), Rudy Koester (Waukee), Christina Murphy\* (WDMWW), Royce Hammitt (Xenia), Shawn Buckner (Ankeny), Jerry Freestone (Clive), Lindsey Wanderscheid (DMWW), Matthew Jacob (Urbandale Water Utility), Matt Van Wyk (Warren Water District), Lyle Hammes\* (WDMWW), Bob Bash (Ankeny), Tami Madsen\* (CIWW), Amy Kahler (DMWW), Daria Dilparic (WDMWW), Dustin Delvaux (CIWW) Gary Eshelman (WDMWW), Nathan Casey (DMWW), Melissa Walker (DMWW), Matt Stoffel (PFM), Nick Babberl (PFM), Dustin Schultz\* (AE2S)

\*Attended virtually

ITEM 1: Call to Order

Chair Kyle Danley called the meeting to order at 1:00 p.m.

Kyle Danley requested to move source water quality to after minutes approval. The committee consented.

ITEM 2: Introductions

ITEM 3: Approve Minutes for May 14, 2025 – Approval

The minutes of the May 14, 2025, meeting were approved, with no objections, by voice vote.

ITEM 4: Source Quality Water Update

Tami Madsen advised that source water conditions have pushed the need to enter Water Shortage Plan Stage II: Voluntary 50% Reduction in Lawn Watering. She also determined that the committee is very close to needing to discuss entering stage III. If demand and source water

quality are not under control, lawn watering will be prohibited.

Kyle Danley presented on water quality. June 10, 2025, demand was at 67 MGD, higher than anticipated. Nitrates on the Raccoon River were the same as yesterday which is not being used as source water for treatment. The Des Moines River has risen as well as the Gallery. 1 mg/L increase in nitrates means losing 4 MGD of finished water. He proceeded to present scenarios that showed that even with 7 nitrate vessels on, all treatment facilities running at full capacity, and injecting ASR water, that customer demand is still looking to reach almost 100% capacity today, and tomorrow it is predicted to exceed that capacity meaning CIWW be close to exceeding nitrate levels in the finished water if demand does not go down.

Christina Murphy stated West Des Moines Water Works could push about 0.5 MGD to 0.7 MGD from their plants into the core network. Due to medical facilities that are sensitive to water changes they need to be notified ahead of time.

Polk City treatment plant is currently maxed out.

Grimes isn't hooked up to the core network and could not assist in reducing treatment demand on the remaining CIWW system.

Various suggestions of how to encourage reducing customer demand were provided to the committee.

Tami Madsen clarified that CIWW needs to move to stage II with strong messaging that there needs to be a concerted effort to reduce unnecessary water usage. Rudy Koester recommended moving to Water Shortage Plan Stage II; Shawn Buckner seconded. The recommendation was approved unanimously by voice vote.

Neil Weiss recommended that if finished nitrates exceed 10 mg/L, CIWW will send out notice even though this is not technically a violation under DNR standards until it reaches 10.49 mg/L; Royce seconded. The committee approved the recommendation unanimously by voice vote.

A Technical Committee Meeting to update further was set for 9:00 a.m. on June 12, 2025.

#### ITEM 5: Firm Capacity | New Plants – Policy Discussion

Tami Madsen informed the committee that during the Q&A sessions with firms bidding on the Grimes Expansion project, many asked about whether they should plan for a 20-hour firm capacity or 24-hour firm capacity plant. After much discussion, the Grimes Technical Team advised that the CIWW Technical Committee consider 24-hour firm capacity designation for all new water facilities and expansions.

Kyle Danley stated that 20-hour firm capacity means plant needs to be bigger and needs more room. 24-hour firm capacity seems reasonable and would not be overbuilding on facilities.

Matt Greiner recommended going forward all new water facilities and expansions have 24-hour

firm capacity; Jeff May seconded. The committee agreed unanimously by voice vote.

ITEM 5: West Plant Master Services Agreement (MSA)

- Design Team Volunteers

Tami Madsen advised that she is working with Strand and WDMWW on a scope for the West Plant Expansion. She provided a memo outlining the current proposed scope and fee and asked for a consensus vote to recommend the provided scope and estimated fee, with a marginal change, to the Board of Trustees. This would still allow for further negotiations between the Technical Committee and Board of Trustees meeting. Since the memo was sent to the committee members, she received more information on the task order but still lacks certain clarifications. She amended the recommendation to three different options: continue negotiating this scope and fee with the team and take to the board, not to exceed \$1.5 million; continue negotiations and have another Technical Committee meeting before the June Board of Trustees meeting to review further discussions; or delay it a month which will put everything a month behind including preliminary work.

Kevin Hensley recommended giving Tami the ability to negotiate up to \$1.6 million and latitude to negotiate the scope; Shawn Buckner seconded. Approved by voice vote.

Kyle Danley advised the committee of the volunteer opportunity to join the design team for the West Plant Expansion or the Grimes Expansion.

ITEM 6: Grimes RFQ – Update

Tami Madsen advised that the Grimes RFQ team accepted five firms' requests to meet with the Grimes RFQ team for a Q&A. Proposals are due June 26, 2025, and will be awarded July 23, 2025. A sixth firm has since advised they will also be submitting a proposal.

ITEM 7: Saylorville Plant Update

- West Feeder Main Phase 3 Update

Kyle Danley updated that this project has completed pipe installation and is now 75% complete. Multiple joint leaks need repairing which is very unusual. It also has not passed pressure testing, so the contractor is performing helium testing to find leaks which has caused the project to take an additional month to finish.

Lindsey Wanderscheid explained that the SWTP Expansion is working on water supply. Geological testing is necessary so there will be additional boring and pump tests needed. \$172k was the best estimate provided from Traut. Since this is a large change order, she has brought it to the Technical Committee for approval. Unanimously approved through roll call vote.

ITEM 8: Grimes Projects - Discussion

Kevin Hensley is still waiting for a second quote for lime removal on the roof.

ITEM 9: Polk City Projects – Discussion

Randy Franzen should have 3 bids next time for the roof replacement at Polk City's plant.

ITEM 10: West Des Moines Water Works Projects – Discussion

Daria Dilparic said they applied for an IUP for the alluvial wells. Test drilling will commence in a couple of weeks. There is an RFQ out for facilities improvement project to address structural aspects of AC Ward.

ITEM 11: Des Moines Water Works Projects - Discussion

Lindsey Wanderscheid informed the committee that the FWTP Pump station HVAC upgrades are complete. There were some change orders, so the current plan is to take the total amount to the DMWW board for acceptance.

She updated the committee on the 2024 FWTP filter media replacement. This was an ongoing project as they could only replace one filter at a time and had to avoid summer months. Hydro-Klean did the work with around \$90k in change orders. Work on this project will be completed by the time DMWW board meets in June.

ITEM 12: Pumpage and Revenue Summary – Information

Tami Madsen advised there was nothing to update.

ITEM 13: Other Business

No Other Business.

ITEM 14: Adjourn

Kyle adjourned the meeting at 2:28 p.m.

## Minutes

Technical Committee  
Central Iowa Water Works  
June 12<sup>th</sup>, 2025  
Des Moines Water Works Board Room  
2201 George Flagg Parkway  
Des Moines, Iowa  
9:00 a.m.

---

Present: Dustin Delvaux (CIWW), Matthew Jacob (Urbandale Water Utility), Tami Madsen (CIWW), Matt Ahrens (Grimes), Melissa Walker (DMWW), Andy Fish (Warren Water District), Shawn Buckner (Ankeny), Lyle Hammes (WDMWW), Nathan Casey (DMWW), Royce Hammitt (Xenia), Kyle Danley (DMWW), Matt Van Wyk (Warren Water District), Jeff May (Clive), Randy Franzen (Polk City), Josh Heggen (WDMWW), Steve Mount (WDMWW), Gary Eshelman (WMDWW), Rudy Koester (Waukee), Amy Kahler (DMWW), Matt Greiner (Johnston), Wayne Schwartz (Norwalk), Christina Murphy (WDMWW), Shane Kinsey (Johnston), Kevin Hensley (Grimes), Neil Weiss (Urbandale Water Utility), Don Clark (Ankeny)

ITEM 1: Call to Order

Chair Kyle Danley called the meeting to order at 9:01 a.m.

ITEM 2: Source Water Challenges and Reduced Treatment Capacity

Kyle Danley stated that they were able to mostly refill the towers overnight, but they are still about 5 MGD short. Customer demand exceeded treatment capacity by a little bit and the Des Moines River nitrates jumped up again last night to 17 mg/L. Demand for June 11, 2025, was higher than expected. The plants have been running 100% for the past 24 hours and will continue. WDM has pushed their plant on to give some relief (about .8 MGD).

Kyle Danley ran through scenarios. Yesterday customer demand was at 108% of the current treatment capacity, and he doesn't expect any relief Thursday or Friday. Kyle's team estimates a 60% chance to exceed 10 mg/L nitrate levels in the next couple of days if the Water Shortage Plan Stage III is not enacted.

Neil Weiss shared with the group that decisions need to be data driven and with what all the experts have said, he would feel comfortable moving to stage III with Rudy Koester and Jeff May voicing their support for the move as well.

Nathan Casey did confirm that they have done everything they can do to prevent the rise in nitrates

while meeting demand.

Shawn Buckner would like to inform their cities before sending out messaging going to stage III.

Tami Madsen wants to meet again at 1:30 p.m. after everyone has had an opportunity to discuss this with their cities.

There were questions about whether watering sod and performing hydroseeding would fall under stage III. Sports facilities were also brought up since Ankeny has a contractual policy about field safety.

Tami Madsen requested a timeline of when to be out of stage III. Nathan Casey stated that it depends on the weather. Nitrates, historically, get better around the last week of June so it could last a few weeks.

Tami Madsen requested members send their additional questions to herself and Dustin Delvaux.

ITEM 3: Other Business

ITEM 4: Adjourn

Chair Danley ended the meeting at 9:45 a.m.

## Minutes

Technical Committee  
Central Iowa Water Works  
June 12<sup>th</sup>, 2025  
Des Moines Water Works Board Room  
2201 George Flagg Parkway  
Des Moines, Iowa  
1:30 p.m.

---

Present: Matthew Jacob (Urbandale Water Utility), Neil Weiss (Urbandale Water Utility), Andy Fish (Warren Water District), Dominic Hayden, Corey Iben (Xenia), Daria Dilparic (WDMWW), Tami Madsen (CIWW), Randy Franzen (Polk City), Lindsey Wanderscheid (DMWW), Jeff May (Clive), Dustin Delvaux (CIWW), Shawn Buckner (Ankeny), Lisa Cofman (Warren Water District), Jerry Freestone (Clive), Wayne Schwartz (Norwalk), Matt Van Wyk (Warren Water District), Matt Greiner (Johnston), Mike Schulte (Polk City), Melissa Walker (DMWW), Kyle Danley (DMWW), Rudy Koester (Waukee), Don Clark (Ankeny), Matt Ahrens (Grimes), Jamie Buelte (En Q Strategies), Kevin Hensley (Grimes)

ITEM 1: Call to Order

Chair Kyle Danley called the meeting to order at 1:32 p.m.

ITEM 2: Source Water Challenges and Reduced Treatment Capacity

Tami Madsen led the discussion clarifying the phrasing of the 28E in regard to notifying those in violation of stage III and the 48-hours before terminating water supply. Some member agencies advised that the 28E states that it is up to the member agency to enforce violations.

Tami Madsen advised there is a Press Conference today at three o'clock at Polk County Emergency Management.

The Technical Committee discussed restrictions, and support was given to continue sod watering on 2025 or newer only. It was determined that turf grass at sports facilities defer to the contracts in place at the city level. If there is the ability to reduce watering, then that should be done.

Rudy Koester recommended moving to Water Shortage Plan Stage 3; Jeff May seconded. Unanimously approved by voice vote.

ITEM 3: Other Business

ITEM 4: Adjourn

Chair Danley adjourned the meeting at 2:02 p.m.

DRAFT

## Minutes

Technical Committee  
Central Iowa Water Works  
June 13<sup>th</sup>, 2025  
Des Moines Water Works Board Room  
2201 George Flagg Parkway  
Des Moines, Iowa  
1:30 p.m.

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Present: Dustin Delvaux (CIWW), Tami Madsen (CIWW), Lyle Hammes (WDMWW), Josh Heggen (WDMWW), Steve Mount (WDMWW), Gary Eshelman (WDMWW), Daria Dilparic (WDMWW), Corey Iben (Xenia), Shawn Buckner (Ankeny), Matthew Jacob (Urbandale Water Utility), Randy Franzen (Polk City), Lindsey Wanderscheid (DMWW), Andy Fish (Warren Water District), Royce Hammitt (Xenia), Kyle Danley (DMWW), Wayne Schwartz (Norwalk), Amy Kahler (DMWW), Christina Murphy (WDMWW), Ted Corrigan (DMWW), Kevin Hensley (Grimes), Matt Greiner (Johnston), Shane Kinsey (Johnston), Rudy Koester (Waukee), Matt Van Wyk (Warren Water District), Jeff May (Clive), Don Clark (Ankeny), Neil Weiss (Urbandale Water Utility)

ITEM 1: Call to Order

Chair Kyle Danley called the meeting to order at 1:30 pm.

ITEM 2: Roll Call

Kyle Danley provided an update before item 3. There was positive news with both nitrates and microcystin decreasing in the source water. Demand on June 12 was lower than expected. This provided some room to increase capacity if the nitrates do go up and allowed to refill storage overnight.

ITEM 3: Additional FAQ – Discussion

Tami Madsen has been getting quite a lot of questions about golf courses. Many agencies advised that their golf courses draw from private wells or ponds to water their courses and those that are on city water have been asked to spot irrigate tees and greens only.

The following topics were discussed:

- Pool Filling

Encourage people to hold off on filling empty pools with water. If it's necessary to fill the pool, like in the case of new in-ground pools, fill slowly, enough to keep weight in them. Topping off a pool that loses water

from normal use and evaporation is ok.

- Data Center Usages

Data Center water usage is 2-6% versus outdoor water usage is 40% or more.

- Car Washes

Commercial car washes can continue.

- Fire Department Training

Avoiding the use of any water for training if possible.

- Bulk Water Filling Stations

Bulk water filling stations are typically used to assist in necessary construction activities so they can continue to be used.

- Hydrant Meters

These are typically used in construction, watering flowers or watering of new sod and seed which is already allowed by the Stage 3 Water Reduction plan.

- Can a turf farmer continue to water turf? Can they sell new turf jobs that will need water?

They can continue to water to keep it in good health but conserve water as much as possible. There should be no new sales or placement of turf if Stage 3 is in effect.

ITEM 4: Other Business

Ted Corrigan will send out demand/capacity percentage and nitrate levels to the Technical Committee to keep them updated.

ITEM 5: Adjourn

Chair Danley ended the meeting at 2:25 p.m.

## Minutes

Technical Committee  
Central Iowa Water Works  
June 18<sup>th</sup>, 2025  
Des Moines Water Works Board Room  
2201 George Flagg Parkway  
Des Moines, Iowa  
10:00 a.m.

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Present: Dustin Delvaux (CIWW), Kyle Danley (DMWW), Matthew Jacob (Urbandale Water Utility), Neil Weiss (Urbandale Water Utility), Royce Hammitt (Xenia), Daria Dilparic (WDMWW), Kevin Hensley (Grimes), Lyle Hammes (WDMWW), Josh Heggen (WDMWW), Gary Eshelman (WDMWW), Steve Mount (WDMWW), Tim Royer (Waukee), Andy Fish (Warren Water District), Randy Franzen (Polk City), Melissa Walker (DMWW), Wayne Schwartz (Norwalk), Shawn Buckner (Ankeny), Jeff May (Clive), Tami Madsen (CIWW), Jerry Freestone (Clive), Ted Corrigan (DMWW), Matt Greiner (Johnston), Lindsey Wanderscheid (DMWW), Amy Kahler (DMWW), Don Clark (Ankeny), Christina Murphy (WDMWW)

ITEM 1: Call to Order

Chair Kyle Danley called the meeting to order at 10:01 a.m.

ITEM 2: Roll Call

ITEM 3: Source Water Quality Update

Kyle Danley provided a nitrates update. The Raccoon River is lower than the Des Moines River but DMWW will remain pulling source water from Des Moines River due to Variable Frequency Drives (VFD) on the DM river pumps that allow more flow adjustment. Finished water is around 8 mg/L of nitrate. Customer demand has been around 50 MGD for the past three days. Waukee and Ankeny have turned off one ASR each.

ITEM 4: FAQ Update – Discussion

Tami Madsen has had several communities who would like to turn back on the splash pads because of the rising temperatures. There is belief that this is an equity issue, and a very minimal amount of water is used for splash pads (1 MGD) versus irrigation and lawn watering (40 MGD).

Ankeny, Des Moines, Grimes, Johnston, and Clive expressed desire to allow splash pads to be turned back on with a reduction in hours. Ted Corrigan stated that it is a free family activity for the

communities. Matt Greiner advised the benefits of resuming splash pad activities with the rising temperatures. Jeff May referred to the wording in the Water Shortage Plan Stage III that it is specifically a reduction in lawn watering and irrigation and emphasized that they are not in Stage IV. Kevin Hensley considered whether this was a Technical Committee decision or a Board of Trustees decision.

Waukee and West Des Moines were both willing to support the decision of the Technical Committee with a clear message provided for distribution.

Urbandale expressed a desire to have splash pads remain off. There was concern that turning them on while continuing to enforce a lawn watering ban would add to the confusion and discontent of the communities. They stated that if the Technical Committee did vote to turn the splash pads on, communication and messaging would be important.

Tami Madsen addressed Kevin Hensley's concern by informing the committee that the 28E enables the Technical Committee to move into water shortage plans based on capacity and demand levels.

Matt Greiner recommended opening splash pads at a 50% reduction in hours with a reevaluation in a few days; Christina Murphy seconded. Passed by voice vote: 11 Ayes; 1 Nay – Neil Weiss (Urbandale).

Tami Madsen brought concern from the community about lawn pests during this time of year requiring pesticides, using water, to control. The Technical Committee stated that the water use should be minimal in these types of situations.

There was a brief discussion over the release of the messaging and when splash pads should be turned on.

ITEM 5: Other Business

No other business.

ITEM 6: Adjourn

Chair Danley adjourned the meeting at 10:37 a.m.



**CENTRAL IOWA WATER WORKS**  
**BOARD OF TRUSTEES ACTION ITEM FORM**

**Meeting Date: June 25, 2025**

**ITEM NUMBER: 6J**

**SUBJECT:** Receive and File May Financial Summary and Approve May Expenditures

**SUMMARY:**

The following financial reports are attached:

1. Statement of Revenues, Expenses, and Change in Net Position for the month of May
2. Statement of Revenues, Expenses, and Change in Net Position – 12 Month Trend
3. Statement of Net Position as of May 31, 2025
4. Statement of Net Position – 12 Month Trend
5. Monthly Disbursement Listing for the month of May

Following are key financial highlights for the month:

- Interest-bearing operating cash as of May 31 totals approximately \$9.6 million. This amount is less than the previous month, primarily due to the timing of payment of invoices. This balance is earning 2.53%.
- Restricted cash balances, including the Bond Sinking Fund and Debt Service Reserve Fund, total \$4.79 million at month-end. These balances are earning 2.53% and 4.07%, respectively.
- Accounts Receivable of \$5.31 million represents member water charges billed for May consumption and unpaid at month-end.
- Accounts Payable at month-end totals \$45k, which is lower than the previous month. The decrease has to do with the timing of bills received against when they are paid.
- During January, Des Moines Water Works (DMWW) transferred to CIWW \$5 million cash as a good faith payment towards the amount owed per Schedule IV-11 of the 28E/28F. This Schedule represents DMWW revenues collected for joint capital projects that are incomplete as of 12/31/24. This \$5 million is shown on the financials as “Joint Capital Payable,” as these amounts will be reimbursed to DMWW as the joint capital projects are completed. Additional cash is anticipated to be transferred by DMWW to CIWW subsequent to DMWW’s year-end processes and its final calculation of incomplete joint capital projects
- Long-term Debt of \$45.76 million represents member SRF borrowings on water supply facilities transferred to CIWW at Operational Commencement, plus additional loan drawdowns for these facilities that occurred in 2025.
- Water Sales Revenue for May was \$209k above budget. Since this is the first year of operations, monthly budgets were developed without the benefit of previous years’ experience so there will be variances from month to month. YTD Water Sales are tracking closely to YTD budget.
- Contract Operator Expenses totaling \$16.65 million YTD are reimbursements to contract operators for production costs incurred. These costs are a fixed monthly amount determined on a seasonal basis and will be trued up to actual costs periodically throughout the year. Actual contract operator expenses are aligning closely with budget YTD.
- Investment income was \$32,930 for the month and \$133k YTD.


- Interest expense is accrued interest for outstanding bonds, totaling \$375k YTD.
- Total operating expenses are approximately \$17.1 million YTD which is on target with budget. Legal and Accounting Fees are over budget due to transfers of assets, easements, and general start-up expenses.
- Occupancy and Office expenses have started to appear as CIWW prepares for their office move-in date of July 1, 2025.
- May cash disbursements totaled \$6,755,378.76.

**FINANCIAL IMPACT:**

None.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Motion to receive and file the May financial summary and approve May disbursements.

Prepared by: 

Central Iowa Water Works  
Statement of Net Position  
As of May 31, 2025  
Year To Date 05/31/2025

**Assets**

Current Assets		
Cash and Cash Equivalents		9,611,475
Restricted Cash		4,799,699
Accounts Receivable		5,317,538
Total Current Assets		19,728,712
Capital Assets, Net		42,103,416
<b>Total Assets</b>		<b>61,832,128</b>

**Liabilities**

Current Liabilities		
Accounts Payable		45,308
Accrued Liabilities		1,214,690
Accrued Payroll Liabilities		36,383
Joint Capital Payable		5,000,000
Total Current Liabilities		6,296,381
Long-Term Debt, Net		45,767,260
<b>Total Liabilities</b>		<b>52,063,641</b>

**Net Position**

Unrestricted		9,768,487
<b>Total Net Position</b>		<b>9,768,487</b>
<b>Total Liabilities and Net Position</b>		<b>61,832,128</b>

Central Iowa Water Works  
Statement of Net Position - Trend  
As of May 31, 2025

	Month Ending 06/30/2024 Actual	Month Ending 07/31/2024 Actual	Month Ending 08/31/2024 Actual	Month Ending 09/30/2024 Actual	Month Ending 10/31/2024 Actual	Month Ending 11/30/2024 Actual	Month Ending 12/31/2024 Actual	Month Ending 01/31/2025 Actual	Month Ending 02/28/2025 Actual	Month Ending 03/31/2025 Actual	Month Ending 04/30/2025 Actual	Month Ending 05/31/2025 Actual
<b>Assets</b>												
Current Assets												
Cash and Cash Equivalents	1,943,290	1,917,273	1,891,687	1,784,097	1,693,162	1,537,434	1,398,026	4,354,783	6,406,499	7,524,517	12,166,983	9,611,475
Restricted Cash	0	0	0	0	0	0	0	3,886,428	4,113,208	4,341,672	4,570,226	4,799,699
Accounts Receivable	0	0	0	0	0	0	0	3,833,844	4,337,713	4,332,054	3,435,468	5,317,538
Prepaid Expenses	0	0	0	0	0	2,350	2,350	0	0	0	0	0
Total Current Assets	<u>1,943,290</u>	<u>1,917,273</u>	<u>1,891,687</u>	<u>1,784,097</u>	<u>1,693,162</u>	<u>1,539,784</u>	<u>1,400,376</u>	<u>12,075,055</u>	<u>14,857,420</u>	<u>16,198,243</u>	<u>20,172,677</u>	<u>19,728,712</u>
Capital Assets, Net	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>36,629,467</u>	<u>39,142,799</u>	<u>39,239,766</u>	<u>42,065,813</u>	<u>42,103,416</u>
<b>Total Assets</b>	<b><u>1,943,290</u></b>	<b><u>1,917,273</u></b>	<b><u>1,891,687</u></b>	<b><u>1,784,097</u></b>	<b><u>1,693,162</u></b>	<b><u>1,539,784</u></b>	<b><u>1,400,376</u></b>	<b><u>48,704,522</u></b>	<b><u>54,000,219</u></b>	<b><u>55,438,009</u></b>	<b><u>62,238,490</u></b>	<b><u>61,832,128</u></b>
<b>Liabilities</b>												
Current Liabilities												
Accounts Payable	27,482	25,277	51,882	36,496	49,328	78,655	0	93,522	912,826	45,439	2,830,703	45,308
Accrued Liabilities	0	0	0	0	473	1,773	1,302,807	866,285	863,743	1,074,311	1,144,501	1,214,690
Accrued Payroll Liabilities	4,495	6,539	12,352	0	2,124	4,248	19,150	17,822	13,097	20,283	28,029	36,383
Joint Capital Payable	0	0	0	0	0	0	0	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Total Current Liabilities	<u>31,977</u>	<u>31,816</u>	<u>64,234</u>	<u>36,496</u>	<u>51,925</u>	<u>84,676</u>	<u>1,321,957</u>	<u>5,977,629</u>	<u>6,789,666</u>	<u>6,140,033</u>	<u>9,003,233</u>	<u>6,296,381</u>
Long-Term Debt, Net	<u>0</u>	<u>0</u>	<u>0</u>	<u>103</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>40,358,231</u>	<u>42,812,194</u>	<u>42,968,529</u>	<u>45,631,894</u>	<u>45,767,260</u>
<b>Total Liabilities</b>	<b><u>31,977</u></b>	<b><u>31,816</u></b>	<b><u>64,234</u></b>	<b><u>36,599</u></b>	<b><u>51,925</u></b>	<b><u>84,676</u></b>	<b><u>1,321,957</u></b>	<b><u>46,335,860</u></b>	<b><u>49,601,860</u></b>	<b><u>49,108,562</u></b>	<b><u>54,635,127</u></b>	<b><u>52,063,641</u></b>
<b>Net Position</b>	<b><u>1,911,314</u></b>	<b><u>1,885,457</u></b>	<b><u>1,827,453</u></b>	<b><u>1,747,498</u></b>	<b><u>1,641,237</u></b>	<b><u>1,455,108</u></b>	<b><u>78,420</u></b>	<b><u>2,368,662</u></b>	<b><u>4,398,359</u></b>	<b><u>6,329,447</u></b>	<b><u>7,603,363</u></b>	<b><u>9,768,487</u></b>
<b>Total Liabilities and Net Position</b>	<b><u>1,943,290</u></b>	<b><u>1,917,273</u></b>	<b><u>1,891,687</u></b>	<b><u>1,784,097</u></b>	<b><u>1,693,162</u></b>	<b><u>1,539,784</u></b>	<b><u>1,400,376</u></b>	<b><u>48,704,522</u></b>	<b><u>54,000,219</u></b>	<b><u>55,438,009</u></b>	<b><u>62,238,490</u></b>	<b><u>61,832,128</u></b>

For internal purposes-subject to client review and analysis only. These financial statements were generated from the client's financial reporting system and have not been modified.

**Central Iowa Water Works**  
**Statement of Revenues, Expenses, and Change in Net Position**  
**For the Period Ending May 31, 2025**

	Month Ending 05/31/2025			Year To Date 05/31/2025			Year Ending 12/31/2025	% Remaining
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	
<b>Change in Net Position</b>								
Operating Revenue(Expense), Net								
Operating Revenue								
Water Sales Revenue	6,075,357	5,865,778	209,579	26,681,236	26,582,576	98,660	66,727,586	60 %
Expansion Revenue	64,367	64,368	(1)	321,835	321,839	(5)	772,415	58 %
<b>Total Operating Revenue</b>	<b>6,139,724</b>	<b>5,930,146</b>	<b>209,578</b>	<b>27,003,071</b>	<b>26,904,415</b>	<b>98,656</b>	<b>67,500,001</b>	<b>60 %</b>
Operating Expenses								
Personnel								
Salaries & Wages	26,415	28,333	1,918	114,620	141,666	27,046	340,000	66 %
Payroll Taxes	2,111	2,167	57	9,172	10,838	1,665	26,010	65 %
Employee Benefits	8,687	6,875	(1,813)	34,992	34,375	(616)	82,500	58 %
<b>Total Personnel</b>	<b>37,213</b>	<b>37,375</b>	<b>162</b>	<b>158,784</b>	<b>186,879</b>	<b>28,095</b>	<b>448,510</b>	<b>65 %</b>
Professional Services								
Legal and Accounting Fees	34,636	20,834	(13,802)	192,722	104,167	(88,555)	280,000	31 %
Professional Services - Other	0	416	417	25,776	27,083	1,307	1,108,743	98 %
<b>Total Professional Services</b>	<b>34,636</b>	<b>21,250</b>	<b>(13,385)</b>	<b>218,498</b>	<b>131,250</b>	<b>(87,248)</b>	<b>1,388,743</b>	<b>84 %</b>
Contract Operator Expenses								
Contract Operator Expenses	3,847,280	3,843,430	(3,850)	16,654,870	16,654,865	(5)	42,704,779	61 %
<b>Total Contract Operator Expenses</b>	<b>3,847,280</b>	<b>3,843,430</b>	<b>(3,850)</b>	<b>16,654,870</b>	<b>16,654,865</b>	<b>(5)</b>	<b>42,704,779</b>	<b>61 %</b>
Occupancy and Office								
Mailing & Production	0	500	500	88	2,500	2,412	6,000	99 %
Facility & Equipment Expenses	3,393	5,000	1,607	3,656	25,000	21,343	60,000	94 %
IT & Telecommunications	1,709	0	(1,710)	2,027	0	(2,026)	0	0 %
Licenses & Fees	0	0	0	0	0	0	303,793	100 %
<b>Total Occupancy and Office</b>	<b>5,102</b>	<b>5,500</b>	<b>397</b>	<b>5,771</b>	<b>27,500</b>	<b>21,729</b>	<b>369,793</b>	<b>98 %</b>
Other								
Travel Expense	459	0	(459)	2,322	0	(2,322)	0	0 %
Business Expenses	12,297	2,500	(9,797)	26,110	12,500	(13,610)	30,000	13 %
Other Expenses	354	4,417	4,063	4,008	22,083	18,075	53,000	92 %
<b>Total Other</b>	<b>13,110</b>	<b>6,917</b>	<b>(6,193)</b>	<b>32,440</b>	<b>34,583</b>	<b>2,143</b>	<b>83,000</b>	<b>61 %</b>
<b>Total Operating Expenses</b>	<b>3,937,341</b>	<b>3,914,472</b>	<b>(22,869)</b>	<b>17,070,363</b>	<b>17,035,077</b>	<b>(35,286)</b>	<b>44,994,825</b>	<b>62 %</b>
<b>Total Operating Revenue(Expense), Net</b>	<b>2,202,383</b>	<b>2,015,674</b>	<b>186,709</b>	<b>9,932,708</b>	<b>9,869,338</b>	<b>63,370</b>	<b>22,505,176</b>	<b>56 %</b>
Non-Operating Revenue(Expense), Net								
Investments, net	32,930	0	32,930	133,172	0	133,172	0	0 %
Interest Expense	70,189	0	(70,189)	375,813	0	(375,813)	0	0 %
<b>Total Non-Operating Revenue(Expense), Net</b>	<b>(37,259)</b>	<b>0</b>	<b>(37,259)</b>	<b>(242,641)</b>	<b>0</b>	<b>(242,641)</b>	<b>0</b>	<b>0 %</b>
<b>Total Change in Net Position</b>	<b>2,165,124</b>	<b>2,015,674</b>	<b>149,450</b>	<b>9,690,067</b>	<b>9,869,338</b>	<b>(179,271)</b>	<b>22,505,176</b>	<b>57 %</b>

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**Central Iowa Water Works**  
**Statement of Revenues, Expenses, and Change in Net Position - Trend**  
**For the Period Ending May 31, 2025**

	Month Ending 06/30/2024 Actual	Month Ending 07/31/2024 Actual	Month Ending 08/31/2024 Actual	Month Ending 09/30/2024 Actual	Month Ending 10/31/2024 Actual	Month Ending 11/30/2024 Actual	Month Ending 12/31/2024 Actual	Month Ending 01/31/2025 Actual	Month Ending 02/28/2025 Actual	Month Ending 03/31/2025 Actual	Month Ending 04/30/2025 Actual	Month Ending 05/31/2025 Actual
<b>Change in Net Position</b>												
Operating Revenue(Expense), Net												
Operating Revenue												
Water Sales Revenue												
Water Sales	0	0	0	0	0	0	0	3,517,199	3,249,826	3,435,171	3,418,423	4,329,042
Joint Fixed Revenue	0	0	0	0	0	0	0	1,746,315	1,746,315	1,746,315	1,746,315	1,746,315
Total Water Sales Revenue	0	0	0	0	0	0	0	5,263,514	4,996,141	5,181,486	5,164,738	6,075,357
Expansion Revenue	0	0	0	0	0	0	0	64,367	64,367	64,367	64,367	64,367
Total Operating Revenue	0	0	0	0	0	0	0	5,327,881	5,060,508	5,245,853	5,229,105	6,139,724
Operating Expenses												
Personnel												
Salaries & Wages	8,888	6,075	11,475	7,335	23,338	35,074	39,471	22,082	16,770	22,943	26,410	26,415
Payroll Taxes	679	465	878	564	1,775	2,673	2,199	1,752	1,380	1,877	2,053	2,111
Employee Benefits	0	0	0	0	4,269	3,761	6,685	3,448	8,364	7,065	7,426	8,687
Total Personnel	9,567	6,540	12,353	7,899	29,382	41,508	48,355	27,282	26,514	31,885	35,889	37,213
Professional Services												
Legal and Accounting Fees	23,712	24,776	51,381	48,643	33,853	135,264	230,646	17,391	35,382	71,877	33,437	34,636
Professional Services - Other	0	0	0	24,093	14,329	12,616	230,902	304	0	21,473	4,000	0
Total Professional Services	23,712	24,776	51,381	72,736	48,182	147,880	461,548	17,695	35,382	93,350	37,437	34,636
Contract Operator Expenses												
Contract Operator Expenses	0	0	0	0	0	0	0	2,982,982	2,982,218	3,002,808	3,839,582	3,847,280
Total Contract Operator Expenses	0	0	0	0	0	0	0	2,982,982	2,982,218	3,002,808	3,839,582	3,847,280
Occupancy and Office												
Mailing & Production												
Postage and Shipping	0	0	0	0	0	0	0	0	88	0	0	0
Total Mailing & Production	0	0	0	0	0	0	0	0	88	0	0	0
Facility & Equipment Expenses												
Facility Expense	0	0	0	0	0	0	0	0	0	0	0	3,393
Materials & Supplies	1,386	0	0	0	1,011	0	1,193	0	45	96	122	0
Total Facility & Equipment Expenses	1,386	0	0	0	1,011	0	1,193	0	45	96	122	3,393
IT & Telecommunications												
Telecommunication Expense	0	0	0	37	74	74	74	0	0	0	0	0
IT Software & Subscriptions	0	0	0	0	0	0	578	0	167	150	0	0
IT Hardware & Equipment	2,385	0	0	0	0	0	0	0	0	0	0	1,709
Total IT & Telecommunications	2,385	0	0	37	74	74	652	0	167	150	0	1,709
Total Occupancy and Office	3,771	0	0	37	1,085	74	1,845	0	300	246	122	5,102
Other												
Travel Expense												
Travel	0	0	0	0	0	0	0	0	353	924	0	459
Meal and Entertainment Expense	0	0	0	0	874	0	452	275	48	0	263	0
Total Travel Expense	0	0	0	0	874	0	452	275	401	924	263	459
Business Expenses												
General Insurance Premiums	811	0	0	0	1,028	2,062	0	2,350	0	0	0	11,464
Advertising and Publishing Expense	0	0	0	0	0	0	0	0	0	1,079	2,500	130
Public Relations and Communications	0	500	0	6,061	29,515	337	5,393	0	2,750	0	0	0

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Central Iowa Water Works  
Statement of Revenues, Expenses, and Change in Net Position - Trend  
For the Period Ending May 31, 2025

	Month Ending 06/30/2024	Month Ending 07/31/2024	Month Ending 08/31/2024	Month Ending 09/30/2024	Month Ending 10/31/2024	Month Ending 11/30/2024	Month Ending 12/31/2024	Month Ending 01/31/2025	Month Ending 02/28/2025	Month Ending 03/31/2025	Month Ending 04/30/2025	Month Ending 05/31/2025
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Expense												
Dues and Subscriptions Expense	0	0	0	0	0	0	0	0	482	477	0	0
Education and Training	0	0	0	0	0	0	0	0	4,145	0	30	703
Total Business Expenses	811	500	0	6,061	30,543	2,399	5,393	2,350	7,377	1,556	2,530	12,297
Other Expenses												
Bank Fees	0	32	32	32	32	32	32	2,534	192	86	101	75
Miscellaneous Expenses	117	117	117	187	2,777	1	864,188	181	179	244	137	279
Total Other Expenses	117	149	149	219	2,809	33	864,220	2,715	371	330	238	354
Total Other	928	649	149	6,280	34,226	2,432	870,065	5,340	8,149	2,810	3,031	13,110
Total Operating Expenses	37,978	31,965	63,883	86,952	112,875	191,894	1,381,813	3,033,299	3,052,563	3,131,099	3,916,061	3,937,341
Total Operating Revenue(Expense), Net	(37,978)	(31,965)	(63,883)	(86,952)	(112,875)	(191,894)	(1,381,813)	2,294,582	2,007,945	2,114,754	1,313,044	2,202,383
Non-Operating Revenue(Expense), Net												
Investments, net												
Investment Income	6,148	6,108	5,879	6,997	6,615	5,765	5,125	20,526	21,752	26,902	31,062	32,930
Total Investments, net	6,148	6,108	5,879	6,997	6,615	5,765	5,125	20,526	21,752	26,902	31,062	32,930
Interest Expense	0	0	0	0	0	0	0	24,865	0	210,568	70,190	70,189
Total Non-Operating Revenue(Expense), Net	6,148	6,108	5,879	6,997	6,615	5,765	5,125	(4,339)	21,752	(183,666)	(39,128)	(37,259)
<b>Total Change in Net Position</b>	<b>(31,830)</b>	<b>(25,857)</b>	<b>(58,004)</b>	<b>(79,955)</b>	<b>(106,260)</b>	<b>(186,129)</b>	<b>(1,376,688)</b>	<b>2,290,243</b>	<b>2,029,697</b>	<b>1,931,088</b>	<b>1,273,916</b>	<b>2,165,124</b>

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## Central Iowa Water Works Monthly Disbursements Listing

Posting date	Vendor name	Account title	Amount
5/2/2025	Automatic Data Processing, Inc.	Miscellaneous Expenses	278.55
5/2/2025	City of Grimes	Construction in Progress	90,803.59
5/5/2025	RSM US LLP	Accounting	7,035.00
5/5/2025	THREE FOUNTAINS II, LLC	Facility Expense	6,787.23
5/5/2025	West Des Moines Water Works	Contract Operator Expenses	416,614.00
5/6/2025	City of Grimes	Contract Operator Expenses	247,458.00
5/6/2025	Gannett Iowa LocalIQ	Advertising and Publishing Expense	130.60
5/9/2025	Des Moines Water Works	Contract Operator Expenses	5,897,281.63
5/8/2025	Automatic Data Processing, Inc.	Withholding Taxes Payable	7,208.92
5/8/2025	Automatic Data Processing, Inc.	Accrued Salary	16,911.78
5/13/2025	IPERS	IPERS Payable	3,738.91
5/15/2025	Ahlers & Cooney, P.C.	Legal	1,836.00
5/15/2025	DBH Iowa LLC	Advertising and Publishing Expense	2,500.00
5/15/2025	Holmes Murphy & Associates LLC	General Insurance Premiums	10,651.23
5/15/2025	City of Polk City	Contract Operator Expenses	21,170.00
5/19/2025	Bankers Trust Company	Bank Fees	74.90
5/19/2025	Bankers Trust Company	Meal and Entertainment Expense	168.17
5/19/2025	Bankers Trust Company	Materials & Supplies	121.63
5/19/2025	Bankers Trust Company	Education and Training	30.00
5/20/2025	Wixted & Company	Education and Training	703.12
5/27/2025	Dickinson, Bradshaw, Fowler & Hagen, P.C.	Legal	3,539.00
5/27/2025	Nyemaster Goode, P.C.	Legal	19,336.50
5/27/2025	Voya Financial	Deferred Compensation	1,000.00
<b>Sum Total</b>			<b>6,755,378.76</b>

Central Iowa Water Works  
Member Billing - May Revenue

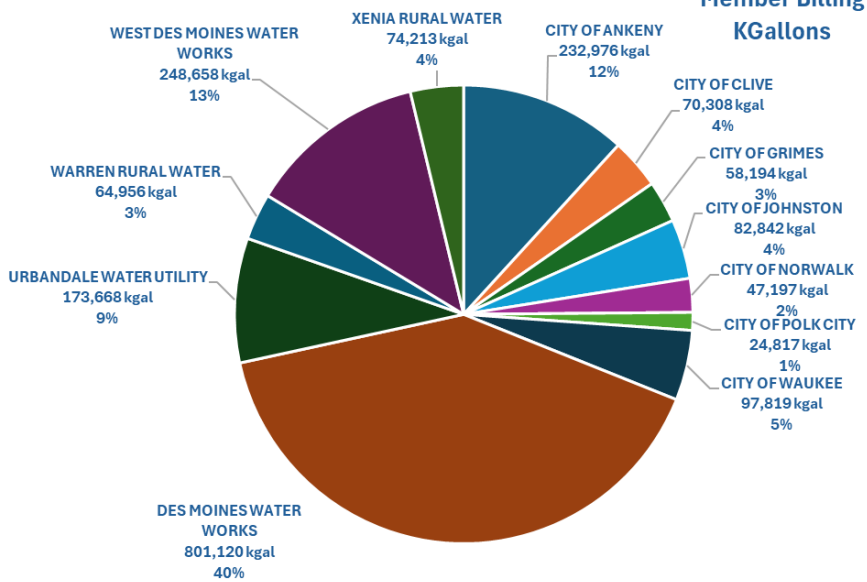
				Consumption					
Member Name	Account #	Bill Code	Description	Cubic Feet	Kgals	May Revenue	Balance Forward	Paid	A/R - 05/31/2025
<b>CITY OF ANKENY</b>									
	0012470-005039	CE1	CIWW Base - Consumption	6,382,620	47,745	\$104,560.08	\$43,647.64		\$148,207.72
	0012470-005040	CE1	CIWW Base - Consumption	6,603,881	49,400	\$108,184.78	\$100,314.18		\$208,498.96
	0012470-084793	CE1	CIWW Base - Consumption	5,714,000	42,744	\$93,606.75	\$85,333.84		\$178,940.59
	0012470-099890	CE1	CIWW Base - Consumption	6,814,500	50,976	\$111,635.14	\$102,756.10		\$214,391.24
	0012470-101656	CE1	CIWW Base - Consumption	5,629,500	42,111	\$92,222.47	\$84,228.05		\$176,450.52
	0012470-105134	CF1	CIWW Expansion - Ankeny	0	0	\$14,792.00	\$14,792.00		\$29,584.00
		CG4	CIWW Joint Fixed Costs - Ankeny	0	0	\$145,912.00	\$145,912.00		\$291,824.00
	0070846-084542	CE1	CIWW Base - Consumption	0	0	\$0.00	\$0.00		\$0.00
<b>CITY OF ANKENY Total</b>				<b>31,144,501</b>	<b>232,976</b>	<b>\$670,913.22</b>	<b>\$576,983.81</b>	<b>\$0.00</b>	<b>\$1,247,897.03</b>
<b>CITY OF CLIVE</b>									
	0010362-038471	CE1	CIWW Base - Consumption	1,302,721	9,745	\$21,341.18	\$17,967.17	\$17,967.17	\$21,341.18
	0010362-062939	CE1	CIWW Base - Consumption	53,019	397	\$868.56	\$345.64	\$345.64	\$868.56
	0010362-064409	CE1	CIWW Base - Consumption	1,340,500	10,028	\$21,960.07	\$14,612.74	\$14,612.74	\$21,960.07
	0010362-105135	CF2	CIWW Expansion - Clive	0	0	\$1,132.00	\$0.00	\$1,132.00	\$0.00
		CG5	CIWW Joint Fixed Costs - Clive	0	0	\$67,114.00	\$0.00	\$67,114.00	\$0.00
	0022523-083773	CE1	CIWW Base - Consumption	6,527,500	48,829	\$106,933.51	\$73,268.50	\$73,268.50	\$106,933.51
	0220444-067362	CE1	CIWW Base - Consumption	175,000	1,309	\$2,866.85	\$3,333.74	\$3,333.74	\$2,866.85
<b>CITY OF CLIVE Total</b>				<b>9,398,740</b>	<b>70,308</b>	<b>\$222,216.17</b>	<b>\$109,527.79</b>	<b>\$177,773.79</b>	<b>\$153,970.17</b>
<b>CITY OF GRIMES</b>									
	0036327-105145	CF5	CIWW Expansion - Grimes	0	0	\$8,638.00	\$0.00	\$8,638.00	\$0.00
		CG8	CIWW Joint Fixed Costs - Grimes	0	0	\$57,088.00	\$0.00	\$57,088.00	\$0.00
	0036327-105152	CE1	CIWW Base - Consumption	7,779,383	58,194	\$127,441.85	\$103,263.25	\$103,263.25	\$127,441.85
<b>CITY OF GRIMES Total</b>				<b>7,779,383</b>	<b>58,194</b>	<b>\$193,167.85</b>	<b>\$103,263.25</b>	<b>\$168,989.25</b>	<b>\$127,441.85</b>
<b>CITY OF JOHNSTON</b>									
	0024246-057063	CE1	CIWW Base - Consumption	441,500	3,303	\$7,232.65	\$5,168.52		\$12,401.17
	0024246-065845	CE1	CIWW Base - Consumption	2,113,500	15,810	\$34,623.36	\$10,476.29		\$45,099.65
	0024246-087010	CE1	CIWW Base - Consumption	4,659,150	34,853	\$76,326.20	\$45,120.12		\$121,446.32
	0024246-099730	CE1	CIWW Base - Consumption	3,860,106	28,876	\$63,236.26	\$69,686.46		\$132,922.72
	0024246-105136	CF4	CIWW Expansion - Johnston	0	0	\$3,979.00	\$3,979.00		\$7,958.00
		CG7	CIWW Joint Fixed Costs - Johnston	0	0	\$83,716.00	\$83,716.00		\$167,432.00
<b>CITY OF JOHNSTON Total</b>				<b>11,074,256</b>	<b>82,842</b>	<b>\$269,113.47</b>	<b>\$218,146.39</b>	<b>\$0.00</b>	<b>\$487,259.86</b>
<b>CITY OF NORWALK</b>									
	0249590-044039	CE1	CIWW Base - Consumption	2,510,000	18,776	\$41,118.82	\$30,634.34	\$30,634.34	\$41,118.82
	0249590-051829	CE1	CIWW Base - Consumption	13,600	102	\$222.80	\$158.09	\$158.09	\$222.80
	0249590-102922	CE1	CIWW Base - Consumption	3,785,758	28,319	\$62,018.29	\$47,027.69	\$47,027.69	\$62,018.29
	0249590-105137	CF6	CIWW Expansion - Norwalk	0	0	\$4,183.00	\$0.00	\$4,183.00	\$0.00
		CG9	CIWW Joint Fixed Costs - Norwalk	0	0	\$40,417.00	\$0.00	\$40,417.00	\$0.00
<b>CITY OF NORWALK Total</b>				<b>6,309,358</b>	<b>47,197</b>	<b>\$147,959.91</b>	<b>\$77,820.12</b>	<b>\$122,420.12</b>	<b>\$103,359.91</b>
<b>CITY OF POLK CITY</b>									
	0237803-005459	CE1	CIWW Base - Consumption	2,137,500	15,990	\$35,016.53	\$19,576.49	\$19,576.49	\$35,016.53
	0237803-105138	CF7	CIWW Expansion - Polk City	0	0	\$1,092.00	\$0.00	\$1,092.00	\$0.00
		CH1	CIWW Joint Fixed Costs - Polk City	0	0	\$20,295.00	\$0.00	\$20,295.00	\$0.00
	0237803-105150	CE1	CIWW Base - Consumption	1,179,992	8,827	\$19,330.63	\$31,346.22	\$17,044.32	\$33,632.53
<b>CITY OF POLK CITY Total</b>				<b>3,317,492</b>	<b>24,817</b>	<b>\$75,734.16</b>	<b>\$50,922.71</b>	<b>\$58,007.81</b>	<b>\$68,649.06</b>
<b>CITY OF WAUKEE</b>									
	0012341-058559	CE1	CIWW Base - Consumption	9,095,689	68,040	\$149,005.58	\$119,366.00	\$119,366.00	\$149,005.58
	0012341-082625	CE1	CIWW Base - Consumption	2,304,000	17,235	\$37,744.13	\$15,268.02	\$15,268.02	\$37,744.13
	0012341-098837	CE1	CIWW Base - Consumption	1,676,850	12,544	\$27,470.16	\$18,138.15	\$18,138.15	\$27,470.16
	0012341-105139	CG1	CIWW Expansion - Waukee	0	0	\$7,377.00	\$0.00	\$7,377.00	\$0.00
		CH4	CIWW Joint Fixed Costs - Waukee	0	0	\$71,239.00	\$0.00	\$71,239.00	\$0.00
<b>CITY OF WAUKEE Total</b>				<b>13,076,539</b>	<b>97,819</b>	<b>\$292,835.87</b>	<b>\$152,772.17</b>	<b>\$231,388.17</b>	<b>\$214,219.87</b>
<b>DES MOINES WATER WORKS</b>									
	0215002-105146	CF3	CIWW Expansion - DMWW	0	0	\$9,153.00	\$0.00	\$9,153.00	\$0.00
		CG6	CIWW Joint Fixed Costs - DMWW	0	0	\$754,374.00	\$0.00	\$754,374.00	\$0.00
	0215002-105149	CE1	CIWW Base - Consumption	107,094,451	801,120	\$1,754,421.30	\$1,441,729.28	\$1,441,729.28	\$1,754,421.30
<b>DES MOINES WATER WORKS Total</b>				<b>107,094,451</b>	<b>801,120</b>	<b>\$2,517,948.30</b>	<b>\$1,441,729.28</b>	<b>\$2,205,256.28</b>	<b>\$1,754,421.30</b>
<b>URBANDALE WATER UTILITY</b>									
	0222909-037901	CE1	CIWW Base - Consumption	131	1	\$2.15	\$2.10	\$2.10	\$2.15
	0222909-037902	CE1	CIWW Base - Consumption	0	0	\$0.00	\$0.00	\$0.00	\$0.00
	0222909-037903	CE1	CIWW Base - Consumption	3,049	23	\$49.95	\$70.08	\$70.08	\$49.95
	0222909-052133	CE1	CIWW Base - Consumption	12,709,181	95,071	\$208,201.80	\$126,683.37	\$126,683.37	\$208,201.80
	0222909-054053	CE1	CIWW Base - Consumption	474	4	\$7.77	\$12.29	\$12.29	\$7.77

URBANDALE WATER UTILITY	0222909-073198	CE1	CIWW Base - Consumption	10,497,850	78,529	\$171,975.78	\$141,915.63	\$141,915.63	\$171,975.78
	0222909-074693	CE1	CIWW Base - Consumption	500	4	\$8.19	\$8.19	\$8.19	\$8.19
	0222909-104087	CE1	CIWW Base - Consumption	4,815	36	\$78.88	\$43.25	\$43.25	\$78.88
	0222909-105140	CF8	CIWW Expansion - UWU	0	0	\$4,644.00	\$0.00	\$4,644.00	\$0.00
		CH2	CIWW Joint Fixed Costs - UWU	0	0	\$171,366.00	\$0.00	\$171,366.00	\$0.00
<b>URBANDALE WATER UTILITY Total</b>				<b>23,216,000</b>	<b>173,668</b>	<b>\$556,334.52</b>	<b>\$268,734.91</b>	<b>\$444,744.91</b>	<b>\$380,324.52</b>
WARREN RURAL WATER	0150261-005279	CE1	CIWW Base - Consumption	0	0	\$0.00	\$0.00	\$0.00	\$0.00
	0150261-005280	CE1	CIWW Base - Consumption	4,941,000	36,961	\$80,943.46	\$66,248.81	\$66,248.81	\$80,943.46
	0150261-064408	CE1	CIWW Base - Consumption	3,742,451	27,995	\$61,308.83	\$47,105.05	\$47,105.05	\$61,308.83
	0150261-105141	CF9	CIWW Expansion - WWD	0	0	\$1,081.00	\$0.00	\$1,081.00	\$0.00
		CH3	CIWW Joint Fixed Costs - WWD	0	0	\$48,994.00	\$0.00	\$48,994.00	\$0.00
<b>WARREN RURAL WATER Total</b>				<b>8,683,451</b>	<b>64,956</b>	<b>\$192,327.29</b>	<b>\$113,353.86</b>	<b>\$163,428.86</b>	<b>\$142,252.29</b>
WEST DES MOINES WATER WORKS	0102137-085433	CE1	CIWW Base - Consumption	63,750	477	\$1,044.35	\$516.85	\$516.85	\$1,044.35
	0189348-085833	CE1	CIWW Base - Consumption	1,980,000	14,811	\$32,436.36	\$53,094.06	\$53,094.06	\$32,436.36
	0189348-098842	CE1	CIWW Base - Consumption	2,507,585	18,758	\$41,079.26	\$25,413.18	\$25,413.18	\$41,079.26
	0189348-099617	CE1	CIWW Base - Consumption	4,992	37	\$81.78	\$193.42	\$193.42	\$81.78
	0240344-005548	CE1	CIWW Base - Consumption	22,877	171	\$374.77	\$329.28	\$329.28	\$374.77
	0240344-005549	CE1	CIWW Base - Consumption	626,374	4,686	\$10,261.26	\$208.74	\$208.74	\$10,261.26
	0240344-048523	CE1	CIWW Base - Consumption	960,500	7,185	\$15,734.91	\$8,322.06	\$8,322.06	\$15,734.91
	0240344-067347	CE1	CIWW Base - Consumption	24,500	183	\$401.36	\$16.38	\$16.38	\$401.36
	0240344-084852	CE1	CIWW Base - Consumption	6,142,000	45,945	\$100,618.24	\$68,779.83	\$68,779.83	\$100,618.24
	0240344-099901	CE1	CIWW Base - Consumption	637,500	4,769	\$10,443.53	\$229.35	\$229.35	\$10,443.53
	0240344-100863	CE1	CIWW Base - Consumption	953,500	7,133	\$15,620.24	\$8,436.73	\$8,436.73	\$15,620.24
	0240344-105142	CG2	CIWW Expansion - WDMWW	0	0	\$8,050.00	\$0.00	\$8,050.00	\$0.00
		CH5	CIWW Joint Fixed Costs - WDMWW	0	0	\$235,374.00	\$0.00	\$235,374.00	\$0.00
	0240344-105151	CE1	CIWW Base - Consumption	19,317,292	144,503	\$316,455.88	\$280,074.06	\$280,074.06	\$316,455.88
<b>WEST DES MOINES WATER WORKS Total</b>				<b>33,240,870</b>	<b>248,658</b>	<b>\$787,975.94</b>	<b>\$445,613.94</b>	<b>\$689,037.94</b>	<b>\$544,551.94</b>
XENIA RURAL WATER	0223361-005186	CE1	CIWW Base - Consumption	2,309,880	17,279	\$37,840.45	\$16,127.65		\$53,968.10
	0223361-005187	CE1	CIWW Base - Consumption	271	2	\$4.44	\$3.11		\$7.55
	0223361-085893	CE1	CIWW Base - Consumption	2,818,049	21,080	\$46,165.28	\$21,379.90		\$67,545.18
	0223361-098831	CE1	CIWW Base - Consumption	4,792,779	35,852	\$78,515.31	\$87,487.32		\$166,002.63
	0223361-105144	CG3	CIWW Expansion - Xenia	0	0	\$246.00	\$246.00		\$492.00
		CH6	CIWW Joint Fixed Costs - Xenia	0	0	\$50,426.00	\$50,426.00		\$100,852.00
<b>XENIA RURAL WATER Total</b>				<b>9,920,979</b>	<b>74,213</b>	<b>\$213,197.48</b>	<b>\$175,669.98</b>	<b>\$0.00</b>	<b>\$388,867.46</b>
<b>Grand Total</b>				<b>264,256,020</b>	<b>1,976,768</b>	<b>\$6,139,724.18</b>	<b>\$3,734,538.21</b>	<b>\$4,261,047.13</b>	<b>\$5,613,215.26</b>

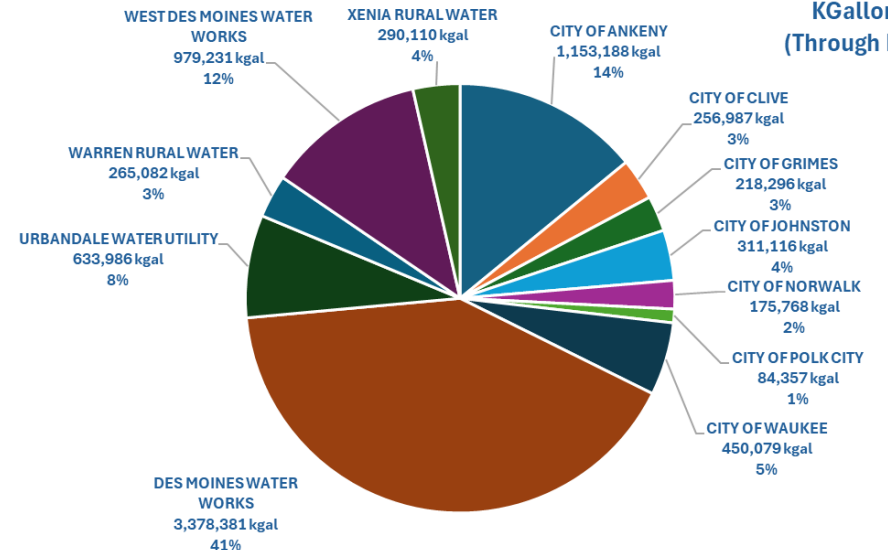
CIWW Base - Consumption	\$4,329,042.18
CIWW Expansion	\$64,367.00
CIWW Joint Fixed Costs	\$1,746,315.00
<b>Total April Revenue</b>	<b>\$6,139,724.18</b>

	Cumulative To Date	Cumulative % To Date	April	% Total	Change From Previous Month	May	% Total	Change From Previous Month
CITY OF ANKENY	1,153,188	14%	190,085	12.18%	47,481	232,976	14.93%	-42,891
CITY OF CLIVE	256,987	3%	50,014	3.20%	-4,731	70,308	4.50%	-20,294
CITY OF GRIMES	218,296	3%	47,153	3.02%	-7,032	58,194	3.73%	-11,041
CITY OF JOHNSTON	311,116	4%	59,568	3.82%	-1,559	82,842	5.31%	-23,274
CITY OF NORWALK	175,768	2%	35,535	2.28%	-3,446	47,197	3.02%	-11,662
CITY OF POLK CITY	84,357	1%	15,470	0.99%	744	24,817	1.59%	-9,347
CITY OF WAUKEE	450,079	5%	69,760	4.47%	26,276	97,819	6.27%	-28,059
DES MOINES WATER WORKS	3,378,381	41%	658,336	42.18%	-14,730	801,120	51.32%	-142,784
URBANDALE WATER UTILITY	633,986	8%	122,713	7.86%	-9,465	173,668	11.13%	-50,955
WARREN RURAL WATER	265,082	3%	51,761	3.32%	-746	64,956	4.16%	-13,195
WEST DES MOINES WATER WORKS	979,231	12%	203,478	13.04%	-17,493	248,658	15.93%	-45,180
XENIA RURAL WATER	290,110	4%	57,077	3.66%	-7,647	74,213	4.75%	-17,136
	8,196,581		1,560,950		7,652	1,976,768		-415,818

May 2025 Member Billing KGallons



2025 Cumulative Member Billing KGallons (Through May)



**Grimes**

Request for Reimbursement For Capital Expenditures

Project #	Asset Description	2025 Budget	Reallocated Budget	Remaining Budget	Reallocation	Cash or Debt	January	February	March	April	May	Total
	Lime Plant Roof Repairs	\$ 288,000.00	\$ 204,366.00	\$ 204,366.00	\$ (83,634.00)							\$ -
	Lime Plant HVAC Components	\$ 15,000.00		\$ 15,000.00								\$ -
	Jordan Well drop pipe with stainless steel	\$ 220,000.00	\$ 303,634.00	\$ -	\$ 83,634.00				\$ 303,634.00			\$ 303,634.00
	<b>Total</b>	<b>\$ 523,000.00</b>		<b>\$ 219,366.00</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 303,634.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 303,634.00</b>

*Ties to PFM 2025*

*Grimes Capital*

*Budget*

Total Expended	Cash	\$ -	\$ -	\$ 303,634.00	\$0.00	\$0.00
Total Expended	Debt	\$ -	\$ -	\$ -	\$0.00	\$0.00

**Polk City**

Request for Reimbursement For Capital Expenditures

Asset Description	2025 Budget	Reallocated Budget	Remaining Budget	Reallocation	Cash or Debt	January	February	March	April	May	Total
Fiber connection from water plant to tower communication	\$ 15,000.00		\$ 15,000.00								\$ -
			\$ -								\$ -
			\$ -								\$ -
<b>Total</b>	<b>\$ 15,000.00</b>		<b>\$ 15,000.00</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<i>Ties to PFM</i>										
	<i>2025 Polk City</i>										
	<i>Capital Budget</i>										
Total Expended - Cash					Cash	\$ -	\$ -	\$ -	\$0.00	\$0.00	
Total Expended - Debt					Debt	\$ -	\$ -	\$ -	\$0.00	\$0.00	

DMWW

Request for Reimbursement For Capital Expenditures

Asset Description	Primary Asset	Asset Category	GL Account	Asset Life - Years	2025 Budget	Reallocated Budget	Remaining Budget	Reallocation	Cash or Debt	Month					Total
										January	February	March	April	May	
5kv Switch Gear Controls Upgrade	FDTP Treatment	Buildings & Machinery	16100		\$ 396,483.00		\$ 359,166.05		Cash	\$ 335.80	\$ 14,696.66	\$ 14,355.01	\$ 7,467.75	\$ 461.73	\$ 37,316.95
CO2 Feed	FDTP Treatment	Buildings & Machinery	16100		\$ 286,131.00		\$ 286,131.00		Cash						\$ -
ELL Isolation Valve	FDTP Source of Supply	Buildings & Machinery	16100		\$ 543,254.00		\$ 543,254.00		Cash						\$ -
Filter Plant Rehabilitation	FDTP Treatment	Buildings & Machinery	16100		\$ 1,013,597.00		\$ 810,943.79		Cash	\$ 3,275.07	\$ 113,728.10	\$ 31,070.27	\$ 27,469.60	\$ 27,110.17	\$ 202,653.21
SCADA Network Improvement	SCADA Software				\$ 195,058.00		\$ 137,478.91		Cash	\$ 2,078.46	\$ 797.66	\$ 8,170.65	\$ 26,763.23	\$ 19,769.09	\$ 57,579.09
Treatment Basin Rechain (ongoing)	FDTP Treatment	Buildings & Machinery	16100		\$ 680,437.00		\$ 468,620.47		Cash	\$ 53,597.83	\$ 6,438.44	\$ 26,271.59	\$ 125,371.87	\$ 136.80	\$ 211,816.53
Maffitt Reservoir Tunnel & Channel	MWTP Source of Supply	Water Supply System	16120		\$ 258,750.00		\$ 258,750.00		Cash						\$ -
McM Rehab Collector Wells	MWTP Source of Supply	Water Supply System	16120		\$ 658,022.00		\$ 165,738.56		Cash	\$ 205.20	\$ 1,041.06	\$ 16,360.69	\$ 450,910.66	\$ 23,765.83	\$ 492,283.44
Expansion of Raw Water - 10 MGD Expansion	SWTP Source of Supply	Water Supply System	16120		\$ 2,781,039.00		\$ 2,778,853.39		Debt	\$ 331.34	\$ 365.20	\$ 545.29	\$ 432.42	\$ 511.36	\$ 2,185.61
RO Membrane Replacement (ongoing)	SWTP Treatment	Buildings & Machinery	16100		\$ 228,807.00		\$ 220,031.18		Cash		\$ 3,349.32	\$ 5,426.50			\$ 8,775.82
UF Membrane Replacement	SWTP Treatment	Buildings & Machinery	16100		\$ 583,565.00		\$ 374,980.12		Cash	\$ 208,458.95				\$ 125.93	\$ 208,584.88
Source Water Expansion	Future Treatment Source of Supply	Water Supply System	16120		\$ 39,602.00		\$ 39,602.00		Cash						\$ -
Treatment & Transmission Expansion	Future Treatment	Buildings & Machinery	16100		\$ 284,621.00		\$ 284,621.00		Cash						\$ -
Plant Expansion - 10 MGD Expansion	SWTP Treatment	Buildings & Machinery	16100		\$ 1,564,614.00		\$ 1,126,466.45		Debt	\$ 2,454.11	\$ 93,765.21	\$ 130,455.53	\$ 142,177.90	\$ 69,294.80	\$ 438,147.55
DICO Feeder Main Replacement	Transmission Mains	Pipelines	16130	100	\$ -		\$ (11,625.50)		Cash		\$ 154.34	\$ 77.17	\$ 385.85	\$ 11,008.14	\$ 11,625.50
DICO Feeder Main Replacement	Transmission Mains	Pipelines	16130	100	\$ 3,105,000.00		\$ 3,104,228.30		Cash	\$ 771.70					\$ 771.70
Joint Seal 16th & Tuttle - Design					\$ -		\$ (414.36)		Cash			\$ 77.17	\$ 231.51	\$ 105.68	\$ 414.36
Joint Seal 16th & Tuttle - Construction	Transmission Mains	Pipelines	16130	100	\$ 517,500.00		\$ 516,381.20		Cash	\$ 1,118.80					\$ 1,118.80
16th St 24" Replacement - Tuttle to MLK - Design					\$ -		\$ (7,087.37)		Cash			\$ 308.68	\$ 1,791.70	\$ 4,986.99	\$ 7,087.37
SWTP - West Feeder Main Ph 3 Const	Transmission Mains	Pipelines	16130	100	\$ 3,173,533.00		\$ 2,082,200.48		Debt	\$ 8,072.82	\$ 838,151.87	\$ 114,159.79	\$ 103,159.90	\$ 27,788.14	\$ 1,091,332.52
Tenny to LP Moon Feeder Connection	Transmission Mains	Pipelines	16130	100	\$ 2,555,943.00		\$ 2,506,981.87		Cash	\$ 1,550.18	\$ 8,220.38	\$ 12,104.24	\$ 17,674.07	\$ 9,412.26	\$ 48,961.13
FD Center Court Parking Lot	FDTP Treatment	Buildings & Machinery	16100		\$ 387,215.00		\$ 364,704.06		Cash	\$ 62.50	\$ 218.75	\$ 31.25	\$ 64.38	\$ 22,134.06	\$ 22,510.94
FDT - HVAC	FDTP Treatment	Buildings & Machinery	16100		\$ 269,959.00		\$ 269,959.00		Cash						\$ -
FDT Control Center Upgrades	FDTP Treatment	Buildings & Machinery	16100		\$ 155,250.00		\$ 132,509.61		Cash		\$ 1,619.66	\$ 7,868.73	\$ 7,173.39	\$ 6,078.61	\$ 22,740.39
FDT Levee Gates	FDTP Treatment	Buildings & Machinery	16100		\$ 139,660.00		\$ 139,492.10		Cash				\$ 167.90		\$ 167.90
FDTP - Building Improvements	FDTP Treatment	Buildings & Machinery	16100		\$ 162,886.00		\$ 162,886.00		Cash						\$ -
MWTP Safety Showers & Tempering	MWTP Treatment	Buildings & Machinery	16100		\$ 197,019.00		\$ 196,503.85		Cash		\$ 68.40		\$ 36.35	\$ 410.40	\$ 515.15
Routine Production Replacements					\$ 1,250,000.00		\$ 1,250,000.00		Cash						\$ -
585-875 Fleur Drive Automation	FDTP Treatment	Buildings & Machinery	16100		\$ -		\$ (15,090.92)		Cash	\$ 10,984.77	\$ 1,822.73	\$ 1,141.71	\$ 1,061.59	\$ 80.12	\$ 15,090.92
585-884 SWTP Automation	SWTP Treatment	Buildings & Machinery	16100		\$ -		\$ -		Cash						\$ -
585-075 McMullen Automation	MWTP Treatment	Buildings & Machinery	16100		\$ -		\$ -		Cash						\$ -
585-102 Fleur Drive Reinvestment	FDTP Treatment	Buildings & Machinery	16100		\$ -		\$ (244,708.80)		Cash	\$ 24,887.69	\$ 11,760.02	\$ 51,302.96	\$ 155,142.67	\$ 1,615.46	\$ 244,708.80
585-103 McMullen Reinvestment	MWTP Treatment	Buildings & Machinery	16100		\$ -		\$ (113,172.21)		Cash	\$ 9,749.38	\$ 39,633.18	\$ 12,776.68	\$ 50,296.04	\$ 716.93	\$ 113,172.21
585-104 SWTP Reinvestment	SWTP Treatment	Buildings & Machinery	16100		\$ -		\$ (30,535.86)		Cash	\$ 2,550.45	\$ 22,510.74		\$ 4,162.59	\$ 1,312.08	\$ 30,535.86
Roof Replace & Repairs	FDTP Treatment	Buildings & Machinery	16100		\$ 156,750.00		\$ 156,750.00		Cash						\$ -
Facility Upgrades	FDTP Treatment	Buildings & Machinery	16100		\$ 293,375.00		\$ 292,222.00		Cash	\$ 1,076.16				\$ 76.84	\$ 1,153.00
Vehicle & Equipment Replacement	Vehicles	Vehicles	16170		\$ 1,000,000.00		\$ 871,908.42		Cash	\$ 20,646.45		\$ 53,359.91	\$ 54,085.22		\$ 128,091.58
Safety Compliance	FDTP Treatment				\$ 207,064.00		\$ 207,064.00		Cash						\$ -
Crystal Lake Pump Station	MWTP Source of Supply	Water Supply System	16120		\$ -		\$ (2,998.33)		Cash		\$ 400.00	\$ 400.00	\$ 2,078.72	\$ 119.61	\$ 2,998.33
DM River Well Field	FDTP Source of Supply	Water Supply System	16120		\$ -		\$ -		Cash						\$ -
FDTP Levee Improvement	FDTP Source of Supply	Water Supply System	16120		\$ -		\$ (113,883.25)		Cash	\$ 295.31	\$ 20,359.33	\$ 38,361.52	\$ 38,708.25	\$ 16,158.84	\$ 113,883.25
FDTP Gallery	FDTP Source of Supply	Water Supply System	16120		\$ -		\$ (1,171.57)		Cash			\$ 350.77	\$ 68.40	\$ 752.40	\$ 1,171.57
Lime Sludge Filter Press	FDTP Treatment	Buildings & Machinery	16100		\$ -		\$ (86,521.43)		Cash	\$ 1,889.70	\$ 598.34	\$ 26,440.23	\$ 28,306.17	\$ 29,286.99	\$ 86,521.43
FDTP Ops Storm Water Improvements	FDTP Treatment	Buildings & Machinery	16100		\$ -		\$ (29.08)		Cash			\$ 29.08			\$ 29.08
FTP-Filter Media Replacement	FDTP Treatment	Buildings & Machinery	16100		\$ -		\$ (206,940.15)		Cash	\$ 6,072.20	\$ 2,359.39	\$ 57,107.39	\$ 124,655.72	\$ 16,745.45	\$ 206,940.15
Fluoride Room Improvements	FDTP Treatment	Buildings & Machinery	16100		\$ -		\$ (3,454.34)		Cash	\$ 154.34			\$ 3,300.00		\$ 3,454.34
Isolation Clear Well - Gallery	FDTP Source of Supply	Water Supply System	16120		\$ -		\$ (460.60)		Cash					\$ 460.60	\$ 460.60
EHL Suction Well - Elevate Grade	FDTP Transmission	Pipelines	16130	100	\$ -		\$ (345.33)		Cash					\$ 345.33	\$ 345.33
FD Gallery Valves - Ongoing	FDTP Source of Supply	Water Supply System	16120		\$ -		\$ (36.35)		Cash				\$ 36.35		\$ 36.35
FD VFD High Lift Pumps	FDTP Transmission	Pipelines	16130	100	\$ -		\$ (491,230.71)		Cash	\$ 1,450.43	\$ 2,841.42	\$ 75,776.41	\$ 304,567.39	\$ 106,595.06	\$ 491,230.71
FD ELL/EHL Flood Protect	FDTP Source of Supply	Water Supply System	16120		\$ -		\$ (1,740.23)		Cash	\$ 132.96	\$ 1,185.56			\$ 421.71	\$ 1,740.23
FD PAC Facility Upgrades	FDTP Treatment	Buildings & Machinery	16100		\$ -		\$ -		Cash						\$ -
FD WHL Pump Rebuild	FDTP Transmission	Pipelines	16130	100	\$ -		\$ (9,977.52)		Cash		\$ 523.42	\$ 6,456.02	\$ 1,881.57	\$ 1,116.51	\$ 9,977.52
McM Ferric Chloride Expansion	MWTP Treatment	Buildings & Machinery	16100		\$ -		\$ (26,908.86)		Cash	\$ 62.35	\$ 3,617.12	\$ 9,749.39	\$ 6,714.88	\$ 6,765.12	\$ 26,908.86
McM Ferric Chloride Line Replace	MWTP Treatment	Buildings & Machinery	16100		\$ -		\$ (183.93)		Cash					\$ 183.93	\$ 183.93
McM PAC System	MWTP Treatment	Buildings & Machinery	16100		\$ -		\$ (134,694.34)		Cash	\$ 2,444.77	\$ 1,376.65	\$ 65,233.13	\$ 62,116.12	\$ 3,523.67	\$ 134,694.34
Hickman Feeder	Transmission Mains	Pipelines	16130	100	\$ -		\$ (498.44)		Cash		\$ 191.82	\$ 149.02	\$ 91.50	\$ 66.10	\$ 498.44
Riverbank Protection	FDTP Source of Supply	Water Supply System	16120		\$ -		\$ -		Cash						\$ -
FD Safety Showers & Tempering	FDTP Treatment	Buildings & Machinery	16100		\$ -		\$ (1,418.51)		Cash		\$ 68.40	\$ 410.40	\$ 229.81	\$ 709.90	\$ 1,418.51

546-533 FD EHL#1 Closed Loop Cooling	FDTP Transmission	Pipelines	16130	100	\$ -	\$ (4,363.90)	Cash	\$ 882.25	\$ 622.65	\$ 2,734.30	\$ 124.70	\$ 4,363.90	
546-534 FD Diesel Gen Closed Loop Cool	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (40,785.67)	Cash	\$ 83.95	\$ 1,250.93	\$ 772.25	\$ 38,113.21	\$ 40,785.67	
546-535 FD Chemical Bldg Elevator	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (771.70)	Cash	\$ 154.34		\$ 617.36		\$ 771.70	
546-521 DMR Isolation Valve-Parco Sys	FDTP Source of Supply	Water Supply System	16120		\$ -	\$ (2,045.01)	Cash		\$ 694.53	\$ 1,350.48		\$ 2,045.01	
MTWP Truck Scale	MWTP Treatment	Buildings & Machinery	16100		\$ -	\$ (29.08)	Cash			\$ 29.08		\$ 29.08	
546-604 Pump Station HVAC	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (88,343.92)	Cash	\$ 1,659.66	\$ 52,920.47	\$ 1,213.20	\$ 31,486.95	\$ 88,343.92	
546-606 Lab Waterproof	FDTP Treatment	Buildings & Machinery	16100		\$ -	\$ (1,989.33)	Cash	\$ 124.70	\$ 1,508.21	\$ 120.63	\$ 137.54	\$ 1,989.33	
546-614 SCADA-PLC5 Upgrades	SCADA Software				\$ -	\$ (25,174.26)	Cash	\$ 4,251.56	\$ 2,385.17	\$ 5,282.13	\$ 7,990.56	\$ 25,174.26	
548-824 Maffitt East Feeder Main Valve	MWTP Transmission	Pipelines	16130	100	\$ -	\$ (3,495.47)	Cash	\$ 205.20	\$ 3,038.40		\$ 251.87	\$ 3,495.47	
546-634 SCADA Backbone Improvements	SCADA				\$ -	\$ (32,238.03)	Cash			\$ 15,437.11	\$ 16,800.92	\$ 32,238.03	
548-753 DMWW-Polk City Booster Stn	Booster/Storage	Buildings & Machinery	16100		\$ -	\$ (47.72)	Cash			\$ 47.72		\$ 47.72	
555-063 CIWW Wholesale Meters	Meters	Meters			\$ -	\$ (13,437.40)	Cash			\$ 11,689.26	\$ 1,748.14	\$ 13,437.40	
546-531 Tenny Standpipe Painting	Booster/Storage	Buildings & Machinery	16100		\$ -	\$ (5,553.08)	Cash			\$ 1,848.07	\$ 3,705.01	\$ 5,553.08	
Remote Pumping											\$ 507.00		
Total					\$ 23,085,134.00	\$ 18,436,301.48		\$ 372,071.38	\$ 1,254,283.53	\$ 777,829.25	\$ 1,856,149.25	\$ 440,282.34	\$ 4,700,108.75

Ties to PFM  
2025 DMWW Capital Budget

Total Expended	Cash	\$ 361,213.11	\$ 322,001.25	\$ 532,668.64	1,610,379.03	319,926.97
Total Expended	Debt	\$ 10,858.27	\$ 932,282.28	\$ 245,160.61	245,770.22	97,594.30

**WDMWW**

Request for Reimbursement From CIWW For Capital Expenditures

Asset Description	2025 Budget	Reallocated Budget	Remaining Budget	Reallocation	Cash or Debt	January	February	March	April	May	Total
Replace HSP No. 3/Update Electrical/VFD	\$ 450,000.00		\$ 353,073.59			\$ -	\$ 91,922.66	\$ 5,003.75			\$ 96,926.41
Structural Repairs- Bldgs 1,2,3,4,6	\$ 200,000.00		\$ 200,000.00			\$ -	\$ -				\$ -
Clearwell, Backwash Tank, and Filter Access Impr	\$ 450,000.00		\$ 450,000.00			\$ -	\$ -				\$ -
98th Street Exterior Cleaning & Inspection	\$ 62,000.00		\$ 62,000.00			\$ -	\$ -				\$ -
SCU1 Drive Repairs & VFD Addition	\$ 150,000.00		\$ 150,000.00			\$ -	\$ -				\$ -
Two Vertical 30-Ton CO2 Tanks (likely no PSF sy	\$ 275,000.00		\$ 275,000.00			\$ -	\$ -				\$ -
Shallow Wells Construction	\$ 1,700,000.00		\$ 1,699,493.00		Debt	\$ -	\$ -		\$ 507.00		\$ 507.00
Plant Equipment & Building Upgrades	\$ 300,000.00		\$ 300,000.00			\$ -	\$ -				\$ -
Filters A-E Valve Replacement	\$ 230,000.00		\$ 230,000.00			\$ -	\$ -				\$ -
Security fencing at A.C. Ward Treatment Plant	\$ -		\$ -			\$ -	\$ -				\$ -
<b>Total</b>	<b>\$ 3,817,000.00</b>		<b>\$ 3,719,566.59</b>			<b>\$ -</b>	<b>\$ 91,922.66</b>	<b>\$ 5,003.75</b>	<b>\$ 507.00</b>	<b>\$ -</b>	<b>\$ 97,433.41</b>

*Ties to PFM 2025  
WDMWW Capital  
Budget*



**CENTRAL IOWA WATER WORKS**  
**BOARD OF TRUSTEES ACTION ITEM FORM**

**Meeting Date: June 25, 2025**

**ITEM NUMBER: 7A**

**SUBJECT:** Motion – Approve Master Service Agreement with Task Orders with Advanced Engineering and Environmental Services (AE2S) for General Engineering and Program Management

**SUMMARY:**

The technical committee selected AE2S to provide general engineering and program management services to CIWW. The board accepted the recommendation at the April board meeting. The attached document is the Master Service Agreement with Task Orders that has been negotiated between AE2S and CIWW, it has been reviewed by Nyemaster Law Firm.

**FINANCIAL IMPACT:**

None. This is the contract that outlines the terms and conditions between CIWW and AE2S. There are no task orders associated with this contract at this time.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Approve the Master Service Agreement with Task Orders with Advanced Engineering and Environmental Services (AE2S) for General Engineering and Program Management

Prepared by: *Vanni Madsen*

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of June 25th, 2025 (“Effective Date of the Agreement”) between Central Iowa Water Works, a political subdivision created under Chapter 28E and Chapter 28F, Code of Iowa (Owner) and Advanced Engineering and Environmental Services, LLC, a North Dakota limited liability company (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

**ARTICLE 1—SERVICES OF ENGINEER**

1.01 General

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Agreement; (b) the Agreement’s exhibits; (c) any executed written amendments of the Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order’s exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form.
- B. Each specific Task Order will indicate:
  - 1. Project Background Data;
  - 2. Specific services to be performed by Engineer (“Scope”), including key deliverables;
  - 3. Additions or Modifications to Owner’s Responsibilities;
  - 4. Task Order Schedule;
  - 5. Engineer’s Compensation for Task Order; and
  - 6. Primary Subconsultants, if any.

- C. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Agreement.

#### 1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
  - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
    - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in a Task Order.
    - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
    - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
  - 2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
  - 3. Coordinate services within Engineer's internal team, and with Subconsultants.
  - 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
  - 5. Prepare and submit Monthly engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
  - 6. RESERVED
  - 7. Conduct ongoing management tasks, including:
    - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
    - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
    - c. Preparing agendas prior to and minutes following all Engineer-led meetings.

- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless a different source document is expressly identified in the specific Task Order.

#### 1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
  - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
  - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

### ARTICLE 2—OWNER'S RESPONSIBILITIES

#### 2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

#### 2.02 Project Information

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

the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Surveys, Mapping, and Utility Documentation.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in a Task Order.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

#### 2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
  2. insurance and bonding requirements;
  3. protocols for electronic transmittals during bidding and construction;
  4. Owner's safety and security programs applicable to Contractor and other Constructors;
  5. diversity and other social responsibility requirements;
  6. bidding and contract requirements of funding, financing, or regulatory entities;
  7. other specific conditions applicable to the procurement of construction or contract documents;
  8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall place and pay for advertisements for Bids in appropriate publications.

#### 2.04 Owner-Furnished Services

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

- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
- D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
  - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

#### 2.05 Owner's General Responsibilities

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

including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 2. Primarily communicate with Engineer's Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subconsultants.
    - b. Refrain from directing the services of Engineer's Subconsultants.
  - 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
  - 4. Perform or provide the following:
    - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

#### 2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

### **ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES**

#### 3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder for four (4) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

#### 3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

#### 3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

## **ARTICLE 4—INVOICES AND PAYMENTS**

### **4.01 Invoices**

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting requirements in Paragraph 1.03, or as otherwise required in a Task Order; and with the applicable terms of Appendix 1 to Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### **4.02 Payments**

- A. Obligation to Pay: Owner's obligation to pay for services under this Agreement is not contingent on Owner's ability to obtain financing, third-party payments, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which Engineer is not involved, Owner's successful completion of a project, or any other event. No retainage will be withheld. All payments under this Agreement shall be in United States Dollars.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- D. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 45 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
  - 2. Engineer may, after giving seven days' written notice to Owner, suspend services under this Agreement until Owner has paid in full undisputed amounts due. Owner waives any and all claims against Engineer for any such suspension.
- E. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Agreement and the specific Task Order.

- F. Legal Actions: Owner agrees to compensate Engineer as Additional Services, if Engineer is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Owner is a party but Engineer is not a party.

#### 4.03 Basis of Compensation

- A. The basis of compensation (compensation methods) for Basic Services (including if applicable the basis of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The two following basis of compensation are used for services under Task Orders, as identified in each specific Task Order:
  - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the two compensation methods are set forth in Paragraph 4.04.

#### 4.04 Explanation of Compensation Methods

##### A. Lump Sum

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subconsultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): None
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

##### B. Standard Hourly Rates

- 1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
- 2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
- 4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard

Hourly Rates, and reimbursable expenses (including Engineer's Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subconsultant charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

#### 4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:
  1. Transportation (including mileage), lodging, and subsistence incidental thereto;
  2. Providing and maintaining field office facilities including furnishings and utilities;
  3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
  4. Consultant charges; and
  5. Other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate method must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter using the rates set forth in Appendix 1 to this Agreement.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer using the rates set forth in Appendix 1 to this Agreement.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

#### 4.06 Other Provisions Concerning Payment

##### A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for 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 in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. 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 under the Task Order 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.

### **ARTICLE 5—OPINIONS OF COST**

#### 5.01 Opinions of Probable Construction Cost

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

#### 5.02 Opinions of Total Project Costs

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

### **ARTICLE 6—GENERAL CONSIDERATIONS**

#### 6.01 Standards of Performance

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

- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subconsultants:** Engineer may retain such Engineer's Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date of the Task Order to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. **General Conditions of Construction Contract:** The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.
- G. **Copies of Drawings and Specifications:** If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable

to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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

#### 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
  - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, and subject to the explicit exclusions in this Paragraph 6.02.A, Engineer and any Subconsultants will grant to Owner the ownership of the Documents for that Specific Project, including all associated copyrights and the right of reuse.
  - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
  - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
  - 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, Engineer will issue to Owner a

royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on that Specific Project or on any extension of that Specific Project.

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

#### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement or a specific Task Order does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer shall jointly develop such protocols at a later date.
- C. When transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
  - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  - 4. not seek contribution from insurance maintained by the additional insured.
- C. RESERVED
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Subconsultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
  - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will

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

## 6.05 Suspension and Termination

### A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.C and 4.02.D;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
  - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

### B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for

herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
    - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
    - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
    - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Cause—Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders. If Owner fails to make such payments, then upon 30 days' notice Engineer may terminate this Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

6.06 Successors, Assigns, and Beneficiaries

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

6.07 Dispute Resolution

- A. Notwithstanding anything in this Agreement to the contrary, Owner and Engineer may, at any time, resolve disputes between them pursuant to the courts described in Paragraph 6.08.

6.08 Controlling Law; Venue; Waiver of Jury Trial

- A. This Agreement and all Task Orders are to be governed by the law of the State of Iowa, without regard to its conflicts of laws principles.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.
- C. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE PERFORMANCE OR ENFORCEMENT HEREOF.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days’ written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, members, partners, and employees, from and against any and all losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs ) arising from out of or related to third-party actions relating to the Project, provided that any such action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, employees, or Subconsultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Subconsultants, from and against any and all losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to third-party actions related to the Project, provided that any such loss, damage or judgment is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:
  - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated. Any such duty to defend shall apply solely to the limits of the insurance specified in this Agreement.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the

percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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

#### 6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.
- F. Executed in Counterparts: This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by electronic mail shall have the same force and effect as delivery of original signature and that each party may use such electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

## ARTICLE 7—DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order.
  3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits and appendices to the Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
  4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order.
  6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
  7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Agreement—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Agreement.
24. RESERVED.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. RESERVED.
29. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed,

including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
42. Task Order—A document executed under this Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related

costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
46. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

#### B. Terminology

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

### **ARTICLE 8—EXHIBITS AND APPENDICES TO AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS**

#### 8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement, and as such are applicable to all Task Orders:

- A. Exhibit A, Engineer's Services Under Task Order.
- B. Exhibit B, RESERVED.
- C. Exhibit C, Amendment to Agreement (form).
- D. Exhibit D, Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, RESERVED.
- G. Exhibit G, Insurance.
- H. Exhibit H, RESERVED.
- I. Exhibit I, Limitations of Liability.

8.02 Appendices to Agreement

A. The following appendices are incorporated by reference and made a part of this Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

8.03 RESERVED

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task become, an integral part of the Agreement, governed by the Agreement and its exhibits.

8.05 Total Agreement; Amendments to Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Agreement.
2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

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

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

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

**OWNER:**

**ENGINEER:**

**By:**

**By:**



**Date:**

**Date:** 6-10-25

**Name:** Tami Madsen

**Name:** Ryan Grubb

**Title:** Executive Director

**Title:** Operations Manager

**Address for giving notices:**

(Through 6/30/2025)  
2201 George Flagg Parkway  
Des Moines, IA 50321

**Address for giving notices:**

4050 Garden View Drive, Suite 200  
Grand Forks, ND 58201

(Starting 7/1/2025)

4601 Westown Parkway, Suite 122  
West Des Moines, Iowa 50266

**Designated Representative:**

**Name:** Tami Madsen

**Title:** Executive Director

**Address:**

(Through 6/30/2025)  
2201 George Flagg Parkway  
Des Moines, IA 50321

**Designated Representative:**

**Name:** Dustin A. Schultz, PE

**Title:** Senior Project Manager

**Address:**

4170 28<sup>th</sup> Ave S  
Fargo, ND 58104

(Starting 7/1/2025)

4601 Westown Parkway, Suite 122  
West Des Moines, Iowa 50266

**Phone:** (515) 322-2526

**Email:** tmadsen@ciww.gov

**Phone:** (701) 680-8052

**Email:** dustin.schultz@ae2s.com

## **EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER**

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**SERVICES TO BE PROVIDED UNDER A TASK ORDER MAY INCLUDE THE FOLLOWING, SUBJECT TO THE SERVICES SET FORTH IN EACH TASK ORDER:**

### **ARTICLE 1—BASIC SERVICES**

#### 1.01 Management of Engineering Services

- A. See Agreement, Paragraph 1.03.

#### 1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions.
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. RESERVED
2. Identify potential solution(s) to meet Owner’s Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner’s Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer’s use in the study and evaluation of potential solution(s) to Owner’s Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer’s judgment meet Owner’s requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
13. Utilities, including Underground Facilities
  - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
  - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
  - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
  - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
  - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
    - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
  15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
    - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
    - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
  16. RESERVED.
  17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule and review the deliverables with Owner.
  18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

#### 1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific 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 in writing 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 the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
- B. Upon written authorization from Owner, Engineer shall:
1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
  2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer

any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the standard Engineer's format.
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:
  - a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").
  - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.
  - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
  - d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
  - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
  - f. Revised opinions of probable Construction Cost.
  - g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;
  - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
  - i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
  - j. Other matters and information pertinent to addressing the Specific Project Goals.
5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
8. 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.
9. Underground Facilities
  - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
  - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.
  - c. Use the Underground Facilities Procedure to aid in the performance of design services:
    - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
    - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
    - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
10. Mitigation of Utilities Conflicts
  - a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
  - b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
  - c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the

Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

- 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
  - 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 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.
12. 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.
13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
14. 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 Specific 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 Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and

recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

- a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. RESERVED.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### 1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other 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 Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth herein, 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 Specific 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 one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal,

Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- 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 Report (as revised) and other 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:
1. First Final Design Phase draft of all Drawings and Specifications.
  2. Second Final Design Phase 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 Specific 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 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 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 Specific 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 Specific 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. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- 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. RESERVED.
    - c. 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.
    - d. 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.
    - e. 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.
    - f. 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 Specific Project and receive the agency's comments on the application.
    - g. Engineer does not guarantee issuance of any required permit or approval.
    - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
  3. 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.
  4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.
  5. 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.
  6. 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.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
    - a. First draft design review meeting at Owner's office.
    - b. Second draft design review meeting at Owner's office.
    - c. RESERVED.
    - d. 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.
  8. RESERVED.
- G. Engineer shall complete the Final Design Phase as follows:
1. Pursuant to the requirements of the Deliverables Schedule, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.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.

#### 1.05 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; if applicable, maintain a record of prospective contractors 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.
  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. RESERVED.
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

#### 1.06 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 Specific 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 Specific Project.
  1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
  2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, 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 herein. 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 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 1.06, 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. RESERVED.
  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 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: If requested by Owner to do so, 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 Specific 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.

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 Specific 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.
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 Specific 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.
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 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

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. RESERVED.
  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 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 Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.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.

#### 1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
  1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in

consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. RESERVED.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

## **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 Paragraph 7 of the governing Task Order.
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 Specific 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 Specific 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 Specific Project prior to the parties' entry into this Agreement, if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. 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.
8. 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.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. 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.
11. To the extent the Specific 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.
12. 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 Paragraph 7 of the governing Task Order.
  1. Obtain or provide specified additional Specific 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 Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific 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 Specific 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 Specific Project designed or specified by Engineer, or the Specific 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 Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific 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 Specific 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 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 1.04.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. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. 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 Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party, 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.
20. 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.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. 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.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. 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 Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.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.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. 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).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**EXHIBIT C—AMENDMENT TO AGREEMENT – FORM ONLY**

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**AMENDMENT TO AGREEMENT**

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**

Engineer: **[Name of Engineer]**

Effective Date of Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to term of Agreement
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

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

Owner

Engineer

\_\_\_\_\_  
(typed or printed name of organization)

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

**EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER**

**THE FOLLOWING DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY MAY BE INCORPORATED IN THE TASK ORDER FOR A SPECIFIC PROJECT:**

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**ARTICLE 3—RESIDENT PROJECT REPRESENTATIVE SERVICES**

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, 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.
- 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 1.06 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. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. 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 E—NOTICE OF ACCEPTABILITY OF WORK – FORM ONLY**

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**NOTICE OF ACCEPTABILITY OF WORK**

Owner: \_\_\_\_\_ Owner’s Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer’s Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor’s Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Notice Date: \_\_\_\_\_ Effective Date of the Construction Contract: \_\_\_\_\_

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated June 25th, 2025 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT G—INSURANCE**

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

1.01 Insurance Policies and Limit

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

<b>Coverage</b>	<b>Policy limits:</b>
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
<b>Commercial General Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<b>Automobile Liability</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
<b>Professional Liability</b>	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

Additional Insureds

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

<b>Name of Additional Insured</b>	<b>Address</b>
<b>Advanced Engineering and Environmental Services, LLC</b>	<b>4050 Garden View Drive, Suite 200 Grand Forks, ND 58201</b>

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations

coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

## **EXHIBIT I—LIMITATIONS OF LIABILITY**

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Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph 1.01, Limitation of Engineer's Liability:

### **1.01 Limitation of Engineer's Liability**

- A. **Engineer's Liability Limited to Amount of Insurance Proceeds:** Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Except with respect to Engineer's indemnification obligations or its party's gross negligence or willful misconduct, then notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Subconsultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the strict liability, breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants (hereafter "Owner's Claims"), will be limited to the amount of insurance required under this Agreement.

## APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

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Reimbursable Expenses rates in effect on the date of the Agreement are:

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

*These rates are subject to adjustment annually on January 1.*

## APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

---

The following standard hourly rates are subject to review and adjustment per Article 4 of the Agreement. Hourly rates for services as of the Effective Date of the Agreement are:

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00		
Engineer 4	\$237.00	Project Manager 1	\$221.00
Engineer 5	\$254.00	Project Manager 2	\$242.00
Engineer 6	\$269.00	Project Manager 3	\$259.00
		Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00		
Engineering Technician 4	\$152.00	Sr. Designer 1	\$192.00
Engineering Technician 5	\$174.00	Sr. Designer 2	\$213.00
		Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00		
Financial Analyst 2	\$137.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 4	\$180.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 5	\$201.00		
GIS Specialist 1	\$113.00	Technical Expert 1	\$348.00
GIS Specialist 2	\$137.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

*These rates are subject to adjustment annually on January 1.*

**TASK ORDER NO. (FORM ONLY)**

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [        ], Owner and Engineer agree as follows:

**2. TASK ORDER DATA**

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

**3. BASELINE INFORMATION**

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: \_\_\_\_\_  
Description of Improvements: \_\_\_\_\_  
Prior Studies, Reports, Plans: \_\_\_\_\_  
Facility Location(s): \_\_\_\_\_

**4. SERVICES OF ENGINEER (“SCOPE”)**

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

*[Select one of the following options and delete the others.]*

as follows: *[Directly insert customized scope of services here.]*

*[or]*

the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: *[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]*

- Study and Report Services (Exhibit A, Paragraph A1.02)

- Preliminary Design Phase (Exhibit A, Paragraph A1.03)
  - Final Design Phase (Exhibit A, Paragraph A1.04)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.05)
  - Construction Phase Services (Exhibit A, Paragraph A1.06)
    - including Resident Project Representative (RPR) services (A1.06.B.3)
    - *[or]* [not including Resident Project Representative (RPR) services (A1.06.B.3)]
  - Post-Construction Phase Services (Exhibit A, Paragraph A1.07)
- B. All of the services included above comprise basic services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

**5. DELIVERABLES SCHEDULE**

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the following schedule:

<b>Party</b>	<b>Action</b>	<b>Exhibit A Reference</b>	<b>Schedule</b>
Engineer	Submit <b>2</b> review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within <b>30</b> days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within <b>30</b> days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit <b>2</b> copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within <b>30</b> days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

<b>Party</b>	<b>Action</b>	<b>Exhibit A Reference</b>	<b>Schedule</b>
Engineer	Submit <b>2</b> review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within <b>30</b> days 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.	1.03.B.18	Within <b>30</b> days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit <b>2</b> copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within <b>30</b> days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit <b>2</b> copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within <b>30</b> days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within <b>30</b> days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit <b>2</b> copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within <b>30</b> days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit <b>2</b> of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within <b>30</b> days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit <b>2</b> copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within <b>30</b> days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.

<b>Party</b>	<b>Action</b>	<b>Exhibit A Reference</b>	<b>Schedule</b>
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within <b>30</b> days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: <b>2</b> copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and <b>2</b> of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within <b>30</b> days of receipt of Owner's final comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit <b>2</b> copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within <b>30</b> days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit <b>2</b> copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within <b>30</b> days of [ ]
Engineer	Submit <b>2</b> copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within <b>30</b> days of Substantial Completion.

## **6. ADDITIONS TO OWNER'S RESPONSIBILITIES**

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement, and the following supplemental responsibilities that are specific to this Task Order: *[State any supplementary Owner responsibilities applicable to this Task Order here.]*

**7. TASK ORDER SCHEDULE**

- A. In addition to any schedule provisions provided above or elsewhere, the parties shall meet the following schedule: **[Indicate “Not Applicable” if the deliverables schedule as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

**8. ENGINEER'S COMPENSATION**

- A. The terms of payment are set forth in Article 4 of the Agreement.  
 B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$	
a. Study and Report Phase (1.02)	\$	
b. Preliminary Design Phase (1.03)	\$	
c. Final Design Phase (1.04)	\$	
d. Bidding/Proposal Phase (1.05)	\$	
e. Construction Phase (1.06)	\$	
f. Post-Construction Phase (1.07)	\$	
2. Resident Project Representative Services*	\$	Hourly
TOTAL COMPENSATION (items 1 and 2)	\$	
3. Additional Services under Section 3.D above	(N/A)	

\*Based on a [ ]-month continuous construction period.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered.

**9. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

- A. **[Identify primary Subconsultants]**

**10. ATTACHMENTS:**

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Agreement and its exhibits and appendices, which Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



**CENTRAL IOWA WATER WORKS**  
**BOARD OF TRUSTEES ACTION ITEM FORM**

**Meeting Date: June 25, 2025**

**ITEM NUMBER: 7B**

**SUBJECT:** Motion – Approve Master Service Agreement with Task Orders with Strand Associates for a West Treatment Plant Preliminary Engineering Report

**SUMMARY:**

The technical committee selected Strand Associates to provide preliminary engineering services to CIWW. The attached document is the Master Service Agreement (MSA) with Task Orders that has been reviewed by Nyemaster Law Firm.

The Scope and Fee are still being negotiated by CIWW and the technical team assigned to the project. The technical committee made a recommendation to advance the MSA to the board with a not to exceed amount of \$1,573,000.

**FINANCIAL IMPACT:**

Not to exceed \$1,573,000. This is the contract that outlines the terms and conditions between CIWW and Strand Associates. The attached Task Orders are still under negotiation and not exceed \$1,573,000.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Approve Master Service Agreement with Task Orders with Strand Associates for a West Treatment Plant Preliminary Engineering Report not to exceed \$1,573,000.

Prepared by Ami Hadsen

# OWNER REVIEW

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, 20 \_\_, (“Effective Date of the Agreement”) between Central Iowa Water Works, a political subdivision created under Chapter 28E and Chapter 28F, Code of Iowa (Owner) and Strand Associates, Inc.<sup>®</sup> (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

### ARTICLE 1—SERVICES OF ENGINEER

#### 1.01 General

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer’s services, time for performance, Engineer’s compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Agreement; (b) the Agreement’s exhibits; (c) any executed written amendments of the Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order’s exhibits; and (f) any amendments or modifications of the specific Task Order.

#### 1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form.
- B. Each specific Task Order will indicate:
  - 1. Project Background Data;
  - 2. Specific services to be performed by Engineer (“Scope”), including key deliverables;
  - 3. Additions or Modifications to Owner’s Responsibilities;
  - 4. Task Order Schedule;
  - 5. Engineer’s Compensation for Task Order; and
  - 6. Primary Subconsultants, if any.
- C. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order

# OWNER REVIEW

- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
  - C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless a different source document is expressly identified in the specific Task Order.
- 1.04 Sequencing and Coordination
- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
  - B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
    - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
    - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

## ARTICLE 2—OWNER'S RESPONSIBILITIES

### 2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

### 2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
  - 1. design objectives and constraints;
  - 2. space, capacity, and performance requirements;
  - 3. flexibility and expandability needs;
  - 4. design and construction standards;
  - 5. budgetary limitations; and
  - 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is

# OWNER REVIEW

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
  2. insurance and bonding requirements;
  3. protocols for electronic transmittals during bidding and construction;
  4. Owner's safety and security programs applicable to Contractor and other Constructors;
  5. diversity and other social responsibility requirements;
  6. bidding and contract requirements of funding, financing, or regulatory entities;
  7. other specific conditions applicable to the procurement of construction or contract documents;
  8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall place and pay for advertisements for Bids in appropriate publications.

## 2.04 Owner-Furnished Services

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

# OWNER REVIEW

including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  2. Primarily communicate with Engineer's Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subconsultants.
    - b. Refrain from directing the services of Engineer's Subconsultants.
  3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
  4. Perform or provide the following:
    - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

## 2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

## ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

### 3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder for four (4) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

### 3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

# OWNER REVIEW

additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Agreement and the specific Task Order.

- F. Legal Actions: Owner agrees to compensate Engineer as Additional Services, if Engineer is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Owner is a party but Engineer is not a party.

## 4.03 Basis of Compensation

- A. The basis of compensation (compensation methods) for Basic Services (including if applicable the basis of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The two following basis of compensation are used for services under Task Orders, as identified in each specific Task Order:
1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the two compensation methods are set forth in Paragraph 4.04.

## 4.04 Explanation of Compensation Methods

### A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subconsultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): None.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

### B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

# OWNER REVIEW

## 4.06 Other Provisions Concerning Payment

### A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for 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 in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. 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 under the Task Order 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.

## ARTICLE 5—OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

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

### 5.02 Opinions of Total Project Costs

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

## ARTICLE 6—GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

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

# OWNER REVIEW

the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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

## 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
  - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, and subject to the explicit exclusions in this Paragraph 6.02.A, Engineer and any Subconsultants will grant to Owner the ownership of the Documents for that Specific Project, including all associated copyrights and the right of reuse.
  - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
  - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
  - 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, Engineer will issue to Owner a

# OWNER REVIEW

- B. If this Agreement or a specific Task Order does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer shall jointly develop such protocols at a later date.
- C. When transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties.

## 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
  - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  - 4. not seek contribution from insurance maintained by the additional insured.
- C. RESERVED
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Subconsultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
  - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain

# OWNER REVIEW

such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
    - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
    - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
    - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Cause—Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders. If Owner fails to make such payments, then upon 30 days' notice Engineer may terminate this Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

# OWNER REVIEW

- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days’ written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive

# OWNER REVIEW

percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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

## 6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

## 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.
- F. Executed in Counterparts: This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by electronic mail shall have the same force and effect as delivery of original signature and that each party may use such electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

# OWNER REVIEW

11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Agreement—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions,

# OWNER REVIEW

including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
42. Task Order—A document executed under this Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related

# OWNER REVIEW

## 8.02 Appendices to Agreement

A. The following appendices are incorporated by reference and made a part of this Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

## 8.03 RESERVED

## 8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task become, an integral part of the Agreement, governed by the Agreement and its exhibits.

## 8.05 Total Agreement; Amendments to Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Agreement.
2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Agreement or its exhibits, except as expressly stated in such Task Order.

## 8.06 Designated Representatives

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

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

## 8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

# OWNER REVIEW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

**OWNER:**

**ENGINEER:**

**By: Central Iowa Water Works**

**By: Strand Associates, Inc.®**

**Date:**

**Date:**

**Name:**

**Name:** Joseph M. Bunker

**Title:**

**Title:** Corporate Secretary

**Address for giving notices:**

**Address for giving notices:**

414 South 17th Street, Suite 107  
Ames, IA 50010

**Designated Representative:**

**Designated Representative:**

**Name:**

**Name:** Jennifer Ruddy

**Title:**

**Title:** Project Manager

**Address:**

**Address:**  
414 South 17th Street, Suite 107  
Ames, IA 50010

**Phone:**

**Phone:** (515) 233-0000 ext. 8140

**Email:**

**Email:** jenny.ruddy@strand.com

# OWNER REVIEW

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
13. Utilities, including Underground Facilities
  - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
  - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
  - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
  - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
  - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
    - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

# OWNER REVIEW

any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the standard Engineer's format.
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:
  - a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").
  - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.
  - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
  - d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
  - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
  - f. Revised opinions of probable Construction Cost.
  - g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;
  - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
  - i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
  - j. Other matters and information pertinent to addressing the Specific Project Goals.
5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

# OWNER REVIEW

Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

- 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

## 11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
- 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 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.

12. 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.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. 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 Specific 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 Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and

# OWNER REVIEW

Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- 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 Report (as revised) and other 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:
  - 1. First Final Design Phase draft of all Drawings and Specifications.
  - 2. Second Final Design Phase 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 Specific 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 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 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 Specific 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 Specific 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. This may include:
  - 1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

# OWNER REVIEW

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
    - a. First draft design review meeting at Owner's office.
    - b. Second draft design review meeting at Owner's office.
    - c. RESERVED.
    - d. 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.
  8. RESERVED.
- G. Engineer shall complete the Final Design Phase as follows:
1. Pursuant to the requirements of the Deliverables Schedule, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.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.

## 1.05 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; if applicable, maintain a record of prospective contractors 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.
  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 REVIEW

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 1.06, 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. RESERVED.
  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 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: If requested by Owner to do so, 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:

# OWNER REVIEW

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.

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 Specific 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.

- 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 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

# OWNER REVIEW

consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. RESERVED.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

## 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 Paragraph 7 of the governing Task Order.
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 Specific 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.

# OWNER REVIEW

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific 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 Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific 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 Specific 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 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 1.04.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).

# OWNER REVIEW

27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. 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 Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.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.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. 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).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

# OWNER REVIEW

## **EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER**

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### **THE FOLLOWING DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY MAY BE INCORPORATED IN THE TASK ORDER FOR A SPECIFIC PROJECT:**

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#### **ARTICLE 3—RESIDENT PROJECT REPRESENTATIVE SERVICES**

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

##### 3.01 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.
- 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 1.06 are applicable.

##### 3.02 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.

# OWNER REVIEW

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.

# OWNER REVIEW

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.

# OWNER REVIEW

## EXHIBIT G—INSURANCE

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

### 1.01 Insurance Policies and Limit

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

Coverage	Policy limits:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
<b>Commercial General Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<b>Automobile Liability</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Professional Liability</b>	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
<b>Umbrella Liability</b>	
General Aggregate	\$5,000,000

### Additional Insureds

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

Name of Additional Insured	Address
Strand Associates, Inc.®	414 South 17th Street, Suite 107, Ames, IA 50010

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

# OWNER REVIEW

## **EXHIBIT I—LIMITATIONS OF LIABILITY**

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Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph 1.01, Limitation of Engineer's Liability:

### 1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Except with respect to Engineer's indemnification obligations or its party's gross negligence or willful misconduct, then notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Subconsultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the strict liability, breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants (hereafter "Owner's Claims"), will be limited to the amount of insurance required under this Agreement.

# OWNER REVIEW

## **APPENDIX 2: STANDARD HOURLY RATES SCHEDULE**

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The following standard hourly rates are subject to review and adjustment per Article 4 of the Agreement. Hourly rates for services as of the Effective Date of the Agreement are:

	<u>Hourly Billing Rates</u>
Principal Engineer	\$369 to \$426
Senior Project Manager	\$238 to \$345
Project Managers	\$136 to \$245
Project Engineers and Scientists	\$ 91 to \$182
Engineering Technicians and Draftspersons	\$ 61 to \$202
Administrative	\$125 Average

*These rates are subject to adjustment annually on July 1.*

# OWNER REVIEW

- Preliminary Design Phase (Exhibit A, Paragraph A1.03)
  - Final Design Phase (Exhibit A, Paragraph A1.04)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.05)
  - Construction Phase Services (Exhibit A, Paragraph A1.06)
    - including Resident Project Representative (RPR) services (A1.06.B.3)
    - *[or]* [not including Resident Project Representative (RPR) services (A1.06.B.3)]
  - Post-Construction Phase Services (Exhibit A, Paragraph A1.07)
- B. All of the services included above comprise basic services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

## 5. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the following schedule:

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit 2 review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within 30 days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within 30 days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit 2 copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

# OWNER REVIEW

Party	Action	Exhibit A Reference	Schedule
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within <b>30</b> days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: <b>2</b> copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and <b>2</b> of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within <b>30</b> days of receipt of Owner's final comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit <b>2</b> copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within <b>30</b> days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit <b>2</b> copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within <b>30</b> days of [ ]
Engineer	Submit <b>2</b> copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within <b>30</b> days of Substantial Completion.

## 6. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement, and the following supplemental responsibilities that are specific to this Task Order: *[State any supplementary Owner responsibilities applicable to this Task Order here.]*

# OWNER REVIEW

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

ENGINEER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



**CENTRAL IOWA WATER WORKS  
BOARD OF TRUSTEES ACTION ITEM FORM**

**Meeting Date: June 25, 2025**

**ITEM NUMBER: 7C**

**SUBJECT:** Approve Schedule XIII Asset Transfer Terms

**SUMMARY:**

The trustees must approve Schedule XIII as part of the Asset Transfer.

Please reference the attached memo for a full description of this item.

**FINANCIAL IMPACT:**

Varies by member agency. Please see attached memo.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

Approve Schedule XIII Asset Transfer Terms.

Prepared by:

*Jami Madson*

---

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

**RESOLUTION APPROVING SCHEDULE XIII-1 ASSET TRANSFER TERMS**

WHEREAS, certain water utilities, rural water districts, and governmental entities have established a regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, known as the “Central Iowa Water Works” (“CIWW”) to act as a regional water wholesale production and supply entity under the material terms and conditions set forth in the Central Iowa Water Works 28E/28F Agreement, filed with the Iowa Secretary of State on April 11, 2024 with Filing Number M516883 (the “CIWW Agreement”);

WHEREAS, CIWW establishes a shared regional system of drinking water supply production facilities under regional ownership and governance to meet existing and future needs for safe, reliable, abundant drinking water to be distributed to the customer of its Member Agencies;

WHEREAS, Article XIII of the CIWW Agreement provides that consideration to paid for asset transfers shall be set forth in Schedule XIII-1 as attached to the CIWW Agreement; and

WHEREAS, the Board of Trustees, having reviewed Schedule XIII-1 attached as Exhibit A, believe it is correct and should be adopted for use.

NOW, THEREFORE IT IS HEREBY RESOLVED, by the Board of Central Iowa Water Works that the Board adopts Schedule XIII-1 attached as Exhibit A.

PASSED AND APPROVED this 25<sup>th</sup> day of June 2025.

---

Jody E. Smith, Board Chair

Attest:

---

Diane Munns, Board Secretary

Exhibit A

Schedule XIII-1

Asset Transfer Terms

<b>Schedule XIII-1</b>	
<b>Net Position by Founding Agency</b>	
<b>Founding Agency</b>	<b>Actual Net Position</b>
Ankeny	\$ (17,725,432)
Clive	\$ (610,146)
DMWW	\$ 74,448,810
Johnston	\$ (11,313,598)
Grimes	\$ (4,868,411)
Norwalk	\$ (5,924,015)
Polk City	\$ (1,681,961)
UWU	\$ (10,654,162)
Warren Water District	\$ (3,712,768)
Waukee	\$ (8,973,975)
WDMWW	\$ (1,342,208)
Xenia	\$ (7,642,135)

Date: June 20, 2025  
To: Board of Trustees  
From: Tami Madsen, Executive Director  
RE: Schedule XIII-1, Asset Transfer Terms

Central Iowa Water Works acquired assets from the Water Producing Member Agencies, Urbandale Water Utility, Waukee, and Xenia on January 1, 2025, the “Operational Commencement Date”. The Founding Agencies agreed to invest in these assets using the financial model and calculation outlined in Schedule XIII-1, Asset Transfer Terms.

The tables provided in Schedule XIII-1 in the 28E/F agreement represent actual asset book values as of December 31, 2022, and projects book values for calendar years 2023 and 2024. As such, the “Net Position by Founding Agency” Schedule on page 131 reflects only an estimate of the net position of each Founding Agency.

The chart below presents the actual net position of each Founding Member Agency, as calculated on the Operational Commencement Date in comparison to the projections in the 28E.

**Net Position by Founding Agency**

Founding Agency	Actual Net Position	28E Net Position	Difference
Ankeny	(\$17,725,432)	(\$17,272,586)	(\$452,846)
Clive	(\$610,146)	(\$432,354)	(\$177,792)
DMWW	\$74,448,810	\$71,249,956	\$3,198,854
Johnston	(\$11,313,598)	(\$11,074,134)	(\$239,464)
Grimes	(\$4,868,411)	(\$4,676,194)	(\$192,217)
Norwalk	(\$5,924,015)	(\$5,802,307)	(\$121,708)
Polk City	(\$1,681,961)	(\$1,640,914)	(\$41,047)
UWU	(\$10,654,162)	(\$10,171,907)	(\$482,255)
Warren Water District	(\$3,712,768)	(\$3,585,763)	(\$127,005)
Waukee	(\$8,973,975)	(\$8,764,402)	(\$209,573)
WDMWW	(\$1,342,208)	(\$347,085)	(\$995,123)
Xenia	(\$7,642,135)	(\$7,482,309)	(\$159,826)
<b>Totals</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

The variances between Schedule XIII-1, as memorialized in the 28E agreement, and the current Schedule are primarily attributed to a combination of minor differences in book values of capital assets contributed by Water Producing Agencies and \$2.6 million more cash contributed to CIWW by Des Moines Water Works than was projected in the original calculations. This contributed cash represents the final outcome of Schedule IV-11, which represents DMWW revenues collected for joint capital projects that are incomplete as of 12/31/24. These projects were estimated at \$9.7 million in the 28E agreement but are calculated at \$12.3 million as of 12/31/24.

Schedule XIII-1 stipulates that each Founding Agency in a net deficit position shall be responsible to pay the amount owed to CIWW using its own cash or financing within twelve months after the Operational Commencement Date. CIWW will serve as the disbursing agent for payments to the Founding Agencies that are in net positive positions.

PFM and each Water Producing Agency have had the opportunity to review the Schedule XIII-1 calculation as of 12/31/24. Each of the member agencies were presented this memo and schedule for review and comment, no comments were received. The detailed calculation is available for review by any Founding Agency upon request. This concluding step is an important milestone in completing the asset transfer process for Central Iowa Water Works.

**SCHEDULE XIII-1  
ASSET TRANSFER TERMS**

**Consideration for Transfer**

The consideration to be paid to and from Founding Agencies for assets transferred to CIWW shall be computed as of the Operational Commencement Date based on a financial model and calculation as outlined below in Steps 1-6:

**Step 1: Determine Financial Investment by Founding Agency in Designated Water Supply Facilities (Transferred Assets)**

- (a) Each Founding Agency with purchased capacity in DMWW's Core Network is credited with the book value of its purchased capacity investment, after applying straight line amortization.
- (b) Each Water Producing Member Agency is credited with the book value of its Designated Water Supply Facilities (reduced by the principal amount of any outstanding obligations which financed the Transferred Assets which are assumed by CIWW<sup>1</sup>) after applying straight line depreciation, transferring to CIWW as defined in Schedule IV-7. DMWW will also be credited with an amount as set forth in Section 11 of Article IV.
- (c) The combination of a) and b) is each Founding Agency's financial investment in the Designated Water Supply Facilities.

**Financial Investment by Founding Agency in Designated Water Supply Facilities**

Founding Agency	Amortized Net Book Value in DMWW Assets	Net Book Value of Other Owned Capacity	Financial Investment in Designated Water Supply Facilities
Ankeny	\$7,780,500	\$0	\$7,780,500
Clive	\$6,756,750	\$0	\$6,756,750
DMWW	\$150,679,121	\$0	\$150,679,121
Johnston	\$0	\$0	\$0
Grimes	\$0	\$5,072,040	\$5,072,040
Norwalk	\$1,049,344	\$0	\$1,049,344
Polk City	\$480,375	\$0	\$480,375
UWU	\$11,681,250	\$870,900	\$12,552,150
Warren Water District	\$1,704,360	\$0	\$1,704,360
Waukee	\$3,066,683	\$65,469	\$3,132,152
WDMWW	\$10,111,000	\$23,029,599	\$33,140,599
Xenia	\$1,667,957	\$480,108	\$2,148,064
<b>Totals</b>	<b>\$194,977,339</b>	<b>\$29,518,116</b>	<b>\$224,495,455</b>

<sup>1</sup>Anticipated Outstanding Obligations which shall be assumed by CIWW, financing certain Transferred Assets:

Member	Debt Series	Original Principal	Principal Transferring to CIWW
West Des Moines Water Works	2017	\$3,477,000	\$2,413,000
Grimes	2013	\$2,432,000	\$1,051,000
Grimes	2016	\$577,000	\$363,000
Grimes	2019-1	\$3,800,000	\$3,004,000
Grimes	2019-3	\$1,559,000	\$1,203,000
Grimes	2020	\$21,990,000	\$19,607,000
Grimes	2023 (portion)	\$8,543,000	\$2,200,000

**Step 2: Determine Total Owned Capacity by Founding Agency**

- a) Each Founding Agency with purchased capacity in DMWW’s Core Network is credited with the capacity purchased in MGD.
- b) Each Water Producing Member Agency is credited with the capacity of its Designated Water Supply Facilities transferring to CIWW as defined in Schedule IV-7.
- c) The combination of a) and b) is each Founding Agency’s Total Owned Capacity (MGD) in the Designated Water Supply Facilities.
- d) The aggregate Total Capacity of the Designated Water Supply Facilities is 134.5 MGD.

**Total Owned Capacity by Founding Agency**

Founding Agency	MGD Capacity in DMWW	Other Owned Capacity	Total Owned Capacity
Ankeny	8.28		8.28
Clive	6.98		6.98
DMWW	67.01		67.01
Johnston	0.00		0.00
Grimes	0.00	5.20	5.20
Norwalk	1.97		1.97
Polk City	0.60	0.30	0.90
UWU	15.30	0.00	15.30
Warren Water District	3.25		3.25
Waukee	3.69		3.69
WDMWW	8.97	10.00	18.97
Xenia	2.95		2.95
<b>Totals</b>	<b>119.00</b>	<b>15.50</b>	<b>134.50</b>

**Step 3: Determine Cost of Capacity Used by Founding Agency**

- a) Identify each Founding Agency’s Historic Maximum Day Utilization of Capacity, or its five-year average Maximum Day Demand (MDD), as defined in Schedule I-2B.

*Note: DMWW’s Five-Year Average MDD from Schedule I-2(B) is adjusted to reflect the Purchase Capacity requirements to serve Bondurant and Altoona as wholesale customers as provided by the Purchased Capacity Master Agreement under Section 15 of Article IV, subject to the terms and limitations of Section 15.*

- b) Calculate the weighted average cost of used capacity per MGD by Founding Agency
- i. Determine the Book Value per MGD for each Water Producing Member Agency. Wholesale customers of DMWW who purchase 100% of their water supply from DMWW are assigned DMWW’s Book Value per MGD. Book value per MGD is summarized below:

**Detail of Book Values**

	Net Book Value	MGD	NBV/MGD
<b>DMWW/Others</b>	\$194,977,339	119.00	\$1,638,465
<b>Grimes</b>	\$5,072,040	5.20	\$975,392
<b>Polk City</b>	\$0	0.30	\$0
<b>Urbandale Water</b>	\$870,900	0.00	\$0
<b>WDMWW</b>	\$23,029,599	10.00	\$2,302,960
<b>Waukee</b>	\$65,469	0.00	\$0
<b>Xenia</b>	\$480,108	0.00	\$0
<b>Total &amp; (NBV/MGD)</b>	<b>\$224,495,455</b>	<b>134.50</b>	<b>\$1,658,580</b>

- ii. Determine the percentage of capacity by source for each Water Producing Member Agency and Founding Agency.

iii. Multiply the Book Value per MGD in step i. by the percentage of capacity source in step ii).

c) Multiply the Five-Year Average Maximum Day Demand in step a) by the weighted average cost of capacity to determine the Total Cost of Used Capacity.

**Cost of Capacity Used by Founding Agency**

Founding Agency	Weighted DMM	Weighted Other	NBV/MGD	Other Owned Capacity	Weighted Average Cost per MGD	Capacity Used Adjusted 5 year Avg MDD	Cost of Used Capacity
Ankeny	100%	0%	\$1,638,465	-	\$1,638,465	8.589	(\$14,072,776)
Clive	100%	0%	\$1,638,465	-	\$1,638,465	3.941	(\$6,457,191)
DMWW	100%	0%	\$1,638,465	-	\$1,638,465	45.127	(\$73,939,010)
Johnston	100%	0%	\$1,638,465	-	\$1,638,465	5.009	(\$8,207,071)
Grimes	0%	100%	\$1,638,465	\$975,392	\$975,392	3.365	(\$3,282,194)
Norwalk	100%	0%	\$1,638,465	-	\$1,638,465	2.283	(\$3,740,616)
Polk City	67%	33%	\$1,638,465	-	\$1,092,310	1.216	(\$1,328,249)
UWU	100%	0%	\$1,638,465	-	\$1,638,465	9.997	(\$16,379,735)
Warren Water District	100%	0%	\$1,638,465	-	\$1,638,465	2.782	(\$4,558,210)
Waukee	100%	0%	\$1,638,465	-	\$1,638,465	3.910	(\$6,406,398)
WDMWW	47%	53%	\$1,638,465	\$2,302,960	\$1,988,752	13.986	(\$27,814,685)
Xenia	100%	0%	\$1,638,465	-	\$1,638,465	2.862	(\$4,689,287)
<b>Totals</b>						103.067	(\$170,875,422)

**Step 4: Determine the Book Value of Reserve Capacity by Founding Agency**

a) Net the Financial Investment in Designated Water Supply Facilities in Step 1 with the Cost of Capacity Used in Step 3(c) to calculate the Book Value of Reserve Capacity.

**Book Value of Reserve Capacity by Founding Agency**

Founding Agency	Financial Investment in Designated Water Supply Facilities	Cost of Used Capacity	Book Value of Reserve Capacity
Ankeny	\$7,780,500	(\$14,072,776)	(\$6,292,276)
Clive	\$6,756,750	(\$6,457,191)	\$299,559
DMWW	\$150,679,121	(\$73,939,010)	\$76,740,111
Johnston	\$0	(\$8,207,071)	(\$8,207,071)
Grimes	\$5,072,040	(\$3,282,194)	\$1,789,846
Norwalk	\$1,049,344	(\$3,740,616)	(\$2,691,272)
Polk City	\$480,375	(\$1,328,249)	(\$847,874)
UWU	\$12,552,150	(\$16,379,735)	(\$3,827,585)
Warren Water District	\$1,704,360	(\$4,558,210)	(\$2,853,850)
Waukee	\$3,132,152	(\$6,406,398)	(\$3,274,247)
WDMWW	\$33,140,599	(\$27,814,685)	\$5,325,914
Xenia	\$2,148,064	(\$4,689,287)	(\$2,541,223)
<b>Totals</b>	<b>\$224,495,455</b>	<b>(\$170,875,422)</b>	<b>\$53,620,033</b>

**Step 5. Assign Remaining Reserve Capacity**

- a) After capacities have been assigned to Founding Agencies, there remains 31.433 MGD in system capacity that needs to be assigned to the Founding Agencies (134.5 MGD less 103.067 MGD assigned to Founding Agencies in Step 3).
- b) Proportionately allocate the remaining Reserve Capacity of 31.433 MGD to the Founding Agencies based on each Founding Agency's pro rata share of projected regional growth through the year 2034 as outlined in the DMWW 2017 Long Range Plan.
- c) Calculate the cost per MGD of reserve capacity (\$53,620,033) in Step 4 divided by 31.433 MGD = \$1,705,852 per MGD, and multiply this by each Founding Agency's MGD allocation of Reserve Capacity to determine each Founding Agency's Value of Additional Reserve Capacity.

**Assign Remaining Reserve Capacity**

Founding Agency	Allocated Growth %	Allocation of Reserve Capacity	Average Cost per MGD	Value of Additional Allocated Reserve Capacity
Ankeny	20.478%	6.437	\$1,705,852	(\$10,980,310)
Clive	1.365%	0.429	\$1,705,852	(\$731,913)
DMWW	10.239%	3.218	\$1,705,852	(\$5,490,155)
Johnston	5.347%	1.681	\$1,705,852	(\$2,867,063)
Grimes	12.059%	3.791	\$1,705,852	(\$6,466,040)
Norwalk	5.802%	1.824	\$1,705,852	(\$3,111,034)
Polk City	1.479%	0.465	\$1,705,852	(\$793,040)
UWU	11.832%	3.719	\$1,705,852	(\$6,344,322)
Warren Water District	1.365%	0.429	\$1,705,852	(\$731,913)
Waukee	10.239%	3.218	\$1,705,852	(\$5,490,155)
WDMWW	10.580%	3.326	\$1,705,852	(\$5,672,999)
Xenia	9.215%	2.897	\$1,705,852	(\$4,941,086)
<b>Totals</b>	<b>100.000%</b>	<b>31.433</b>		<b>(\$53,620,033)</b>

**Step 6: Determine Net Position by Founding Agency**

Add the Book Value of Reserve Capacity in Step 4 with the dollar value of additional allocated reserve capacity in Step 5 to determine the Net Position by Founding Agency. The Net Position is the amount each Founding Agency pays or receives for the transfer of assets. A positive Net Position reflects amounts owed to the Founding Agencies and a negative Net Position reflects amounts owed from the Founding Agency.

**Net Position by Founding Agency**

<b>Founding Agency</b>	<b>Book Value of Reserve Capacity</b>	<b>Value of Additional Allocated Reserve Capacity</b>	<b>Net Position</b>
Ankeny	(\$6,292,276)	(\$10,980,310)	(\$17,272,586)
Clive	\$299,559	(\$731,913)	(\$432,354)
DMWW	\$76,740,111	(\$5,490,155)	\$71,249,956
Johnston	(\$8,207,071)	(\$2,867,063)	(\$11,074,134)
Grimes	\$1,789,846	(\$6,466,040)	(\$4,676,194)
Norwalk	(\$2,691,272)	(\$3,111,034)	(\$5,802,307)
Polk City	(\$847,874)	(\$793,040)	(\$1,640,914)
UWU	(\$3,827,585)	(\$6,344,322)	(\$10,171,907)
Warren Water District	(\$2,853,850)	(\$731,913)	(\$3,585,763)
Waukee	(\$3,274,247)	(\$5,490,155)	(\$8,764,402)
WDMWW	\$5,325,914	(\$5,672,999)	(\$347,085)
Xenia	(\$2,541,223)	(\$4,941,086)	(\$7,482,309)
<b>Totals</b>	<b>\$53,620,033</b>	<b>(\$53,620,033)</b>	<b>(\$0)</b>

**Sources of Funding**

Each Founding Agency in a net deficit position shall be responsible to pay the amount owed to CIWW using its own cash or financing. CIWW shall act as the disbursing agent for payments to the Founding Agencies in net positive positions.

**Timing of Funding**

The above tables represent actual asset book values as of December 31, 2022 and projects book values for calendar years 2023 and 2024. As such, this Schedule reflects only an estimate of the net position of each Founding Agency. Asset book values and other components of the true-up formula, including Maximum Day Demand, will be updated as of the Operational Commencement Date within 4 months after the Operational Commencement date. The net deficit position from any Founding Agency shall be paid in a lump sum within 12 months after the Operational Commencement Date, or a Founding Agency may elect to pay according to a payment plan with terms mutually acceptable to the Founding Agency(ies) that are owed amounts.

**Construction in Progress**

To the extent a Water Producing Member Agency has Construction In Progress at the Operational Commencement Date, the partially constructed asset(s) and any indebtedness associated with the Construction In Progress, shall be considered in the asset transfer true-up calculation as outlined above.

### **Transfer Terms**

Assets shall be transferred “as is” and in place pursuant to documents as described in Schedule IV-7. Each Member Agency transferring Designated Water Supply Facilities shall retain risk of loss until the Operational Commencement Date or Asset Transfer is completed, whichever is later.

### **Title to Be Transferred**

The assets to be transferred and any related interest in each asset shall be as set forth in Schedule IV-7 pursuant to documents as described therein.

### **Condition Precedent**

The transfer by each Water Producing Member Agency shall be subject to the condition precedent that CIWW shall have previously entered into an Operating Contract as provided by Article V, Section 1.

### **Other Terms**

The transfer shall become effective on the Operational Commencement Date by exchange of deeds, leases, assignment, easements or other transfer documents in form and substance acceptable to counsel for CIWW and each of the transferring parties and approved as part of this Agreement. No title insurance or title guaranty shall be required.

CIWW shall assume the SRF indebtedness as set forth in Footnote <sup>1</sup> to Step 1 above as of the Operational Commencement Date.