

MCCOOK CITY COUNCIL

REGULAR MEETING

Monday, December 19, 2022
5:30 PM - City Council Chambers

Roll Call.

Excuse Absences.

Open Meetings Act Announcement.

Invocation - McCook Ministerial Association - Kyle Dellevoet, McCook Christian Church.

Pledge of Allegiance.

Call to Order.

Items.

1. Announcements & Recognitions.
 - A. McCook Masonic Templecraft donation of \$250,000 to the City of McCook swimming pool project.
2. Public Hearings.
 - A. Public Hearing - Request for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska - 1001 Norris Avenue.
 1. Adjourn the Public Hearing.
 - B. Approve the request for special exception to allow a Vacation Rental in a Residential Medium Density District (RM) - property located at 1001 Norris Avenue; that the granting of the special exception will not adversely affect the public interest; and finding that Special Exception considerations A - I are satisfied.
3. Consent Agenda.

**The Consent Agenda is approved on one motion. Any item listed on the Consent Agenda may, by the request of any single Council member or public in attendance, be considered as a separate item under the Regular Agenda.*

 - A. Approve the minutes of the December 5, 2022 regular City Council meeting.
 - B. Accept the minutes of the December 12, 2022 Planning Commission meeting.
 - C. Receive and file the 2023/2024 Council Radio Show Schedule.
 - D. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday

Party, at the Nebraska Army National Guard Armory, 38709 US Hwy 6, McCook, Nebraska, on January 14, 2023 from 1:00 P.M. to 12:00 A.M.

- E. Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday Party, at the Nebraska Army National Guard Armory, 38709 US Hwy 6, McCook, Nebraska, on January 21, 2023 from 1:00 P.M. to 12:00 A.M., with an alternate location of Valmont-McCook, 75 S US 83, McCook, Nebraska.
 - F. Receive and file the claims for the month of November 2022, published December 9, 2022.
 - G. Ratify the Mayor's appointments to the Parks Advisory Board - Tricia Wagner - term expires May 2024 and to the Tree Advisory Board - Larry Eisenmenger - term expires April 2023.
 - H. Adopt Resolution No. 2022-21 designating the representatives of the City of McCook to the McCook Economic Development Corporation Board of Directors.
4. Regular Agenda.
- A. Approve an agreement between the City of McCook and Lamp Rynearson, Inc. for professional engineering services related to the construction of a new swimming pool.
 - B. Council Comments.

Adjournment.

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM: 2.A. Public Hearing - Request for a special exception by CK Swanson, Inc. to locate a Vacation Rental in a Residential Medium Density District (RM) - property located at 1001 Norris Avenue.

ITEM: 2.B. Approve the request for special exception to allow a Vacation Rental in a Residential Medium Density District (RM) - property located at 1001 Norris Avenue; that the granting of the special exception will not adversely affect the public interest; and finding that Special Exception considerations A - I are satisfied.

BACKGROUND:

The City of McCook has received a special exception request from CK Swanson, Inc. Specifically, the applicant has requested that the property located at 1001 Norris Ave. be granted special exception status for the purpose of operating a vacation rental. Currently, the property is used for single family dwelling purposes. The dwelling also has received a special exception in 2013 to operate as a bed and breakfast. The description recited in the application states that the applicant desires to operate a short term rental/airbnb vacation home allowing for small group/special event gatherings.

The application addresses McCook's Zoning Ordinance, Article 24 Special Exception requirements. Based on staff's review, it is believed a grant of special exception will not adversely impact ingress and/or egress. The property is located at the intersection of Norris Avenue and East J Street, which are arterial and collector streets, respectively. There is plenty of room for traffic to flow unimpeded. For the structure itself, there is adequate ingress/egress to provide safe passage into and out of the property. Based on the proposal, it appears that there is adequate off-street parking on the lot to accommodate individuals that are renting the property. The zoning ordinance requires 1 parking space per unit plus 1 space for every 4 employees. The applicant states that there is enough off-street parking to accommodate 9 vehicles. A diagram of the suggested off-street parking proposal is attached to the application. The applicant states that a sign may be installed on the front of the house, said sign simply stating "The Garrett House" and hanging from the front porch. Additionally, new LED lighting may be added to the front porch, but this addition will not have a negative impact on the surrounding area. The residential structure's footprint would remain the same. Also, staff believes the request generally complies with the City of McCook's Comprehensive Plan.

At the McCook Planning Commission meeting, Melanie Goodenberger, as the representative for CK Swanson, Inc., stated that the structure could serve as a location for events, such as graduation parties. These events would be intermittent per Ms. Goodenberger's testimony. Additionally, discussion was had regarding the parking on and near the property. Of note, it was mentioned that the location at issue is a busy intersection. Planning Commission Board Member Mockry mentioned that it appears other residential property owners are using their properties as vacation rentals without permission. Staff will review other properties to determine if they are being used as a vacation rental.

The Planning Commission voted 7-1 to recommend passage of the special exception to the City Council.

EXHIBIT #1

PAGE(S) - 3

APPROVALS:



Lea Ann Doak, City Clerk

December 14, 2022



Nathan A. Schneider, City Manager

December 14, 2022

**NOTICE OF PUBLIC HEARING
REQUEST FOR A SPECIAL EXCEPTION**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of McCook Planning Commission on December 12, 2022, at 5:15 P.M. and by the McCook City Council on December 19, 2022, at 5:30 P.M. The hearings will be held in the City Council Chambers, 505 West "C" Street, McCook, Nebraska, to consider a request for a special exception to allow a Timeshare and Vacation Rental in a Residential Medium Density (RM) in the City of McCook. Property located at 1001 Norris Avenue; Lot 7 and the South 35 Feet of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska. Land Owner, CK Swanson, Inc. CTS Liquid Feed, LLC. Project Name, Sponsor/Developer, The Garrett House, CK Swanson. Any and all persons desiring to comment on the above-described special exception may attend said public hearings and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: December 2, 2022.

EXHIBIT #2

PAGE(S) - 1

NOTICE OF HEARING
REQUEST FOR
SPECIAL EXCEPTION

NOTICE IS HEREBY GIVEN that a public hearing will be held on a request to allow a Timeshare and Vacation Rental in a Residential Medium Density (RM) District in the City of McCook.

ADDRESS: 1001 Norris

LEGAL DESCRIPTION: Lot 7 and the South 35 feet of Lot 8, Block 6, Second Addition to the to the City of McCook, Red Willow County, Nebraska.

PROJECT/
SPONSOR/
DEVELOPER: The Garrett House, CK Swanson, Inc.

LAND OWNER: CK Swanson, Inc.

Public Hearings will be held on the dates, times, and at the places listed below:

DECEMBER 12, 2022 - 5:15 P.M.
MCCOOK PLANNING COMMISSION
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

DECEMBER 19, 2022 - 5:30 P.M.
MCCOOK CITY COUNCIL
CITY COUNCIL CHAMBERS
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described request will be given an opportunity to be heard. Please direct all inquiries to Nate Schneider, City Manager, at 308-345-2022 ext. 225.

-s- Lea Ann Doak
City Clerk

Publish: December 2, 2022
Post: December 2, 2022
Mail: December 2, 2022

EXHIBIT #3

PAGE(S) - 1

OWNERSHIP LIST FOR MAILING:

President
McCook Public Schools
600 West 7th Street
McCook NE 69001

Red Willow Co. School Dist. #17
700 West 7th Street
McCook NE 69001

Red Willow County
%Tami Teel
502 Norris Avenue
McCook NE 69001

Red Willow County Planning Commission
502 Norris Avenue
McCook NE 69001

Gale and Rebecca Loop
1005 Norris Ave
McCook, NE 69001

Saraya and Mark Flaig
1007 Norris Ave
McCook, NE 69001

George and Charlotte Froman
1009 Norris Ave
McCook, NE 69001

William and Colleen Ramsay
1011 Norris Ave
McCook, NE 69001

Terrie Unger
1012 East 1st Street
McCook, NE 69001

Jonathan and Carrie Johnson
1008 East 1st Street
McCook, NE 69001

Catherine Doyle
601 West Salley Street
Lincoln, NE 68521

David and Karla Polly
PO Box 492
McCook, NE 69001

Richard and Susan Lawton
1002 East 1st Street
McCook, NE 69001

Betty Pursley
33974 Old Hwy 34
Benkelman, NE 69021

Steve and Gayla Swisher
71918 Cornhusker Drive
McCook, NE 69001

Richard and Margaret Rogers
906 East 1st Street
McCook, NE 69001

Ty Seng
903 East 1st Street
McCook, NE 69001

Jeffery Clark
905 East 1st Street
McCook, NE 69001

Brett and Lori Schmidt
907 East 1st Street
McCook, NE 69001

Susauna Alberts
909 East 1st Street
McCook, NE 69001

Jesus and Kalie Gauna
911 East 1st Street
McCook, NE 69001

Adam and Sarah Powers
PO Box 554
McCook, NE 69001

Hope Ferguson and Mahon Tulloch
1003 East 1st Street
McCook, NE 69001

Michael and Amber Carpenter
1005 East 1st Street
McCook, NE 69001

EXHIBIT #4

PAGE(S) - 3

Philip and Diane Lyons
1007 East 1st Street
McCook, NE 69001

Troy and Amelia Strauch
1009 East 1st Street
McCook, NE 69001

Eldon and Linda Parde
1011 East 1st Street
McCook, NE 69001

Alan and Patricia Haug
201 East K
McCook, NE 69001

Joseph, Jr. and Bernadine Wood
1102 East 1st Street
McCook, NE 69001

Holly Olson
1101 Norris Ave
McCook, NE 69001

Darla and Steven Thompson
1102 Norris Ave
McCook, NE 69001

Kyle and Jody Dellevoet
1012 Norris Ave
McCook, NE 69001

Donald Daub, Jr
1010 Norris Ave
McCook, NE 69001

Dylan and Jessica Power
1008 Norris Ave
McCook, NE 69001

Gary and Christine Roth
1006 Norris Ave
McCook, NE 69001

Richard Brown
1004 Norris Ave
McCook, NE 69001

Joshua and Amy Shiach
1002 Norris
McCook, NE 69001

Douglas and Jessica Myers
912 Norris Ave
McCook, NE 69001

Lila Leibrandt
910 Norris Ave
McCook, NE 69001

Beth O'Dea
908 Norris Ave
McCook, NE 69001

John and Jayleen Evans
906 Norris Ave
McCook, NE 69001

David and Cindy Pohl
904 Norris Ave
McCook, NE 69001

James and Annette Gruhn
205 D Street
Indianola, NE 69034

Jeffrey Whitaker
905 West 1st Street
McCook, NE 69001

Jerry Larson
PO Box 631
McCook, NE 69001

Keith and Joan Calvin
71581 Rd 374
Culbertson, NE 69024

Hedge of Protection
37956 Dr 715
McCook, NE 69001

John Walters
71822 Old Hwy 17
Culbertson, NE 69024

Halie Nosal
1003 West 1st
McCook, NE 69001

Mary Brennan
1005 West 1st
McCook, NE 69001

Michael and Barbara Criger
1007 West 1st
McCook, NE 69001

Delton and Vicky Young
1010 West 1st
McCook, NE 69001

Timothy and Ashlie Millner
911 Norris Ave
McCook, NE 69001

Cadenza, LLC
PO Box 453
McCook, NE 69001

Michael and Julie Scheneman
905 Norris Ave
McCook, NE 69001

Robert and Rosalie Redden
1009 West 1st
McCook, NE 69001

Terry and Judy McCune
1101 West 1st
McCook, NE 69001

Brandon Otter
907 Norris Ave
McCook, NE 69001

Sarah Schaaf
3400 Ciniza Drive
Gallup, NM 87301

CITY OF McCOOK

LAND USE ACTION REQUEST FORM

This request is for a:
(Check all that apply)

- Zone Change
- Special Exception
- Administrative Permit (Personal Wireless Facility)
- Special Exception (Personal Wireless Facility)
- Minor Subdivision
- Major Subdivision
- Planned Development(Includes Zone Change)

Name of Project: The Garrett House

Description of Project: To operate a short term rental/airbnb vacation home allowing for small group/special event gatherings.

Project sponsor or developer:

Name: CK Swanson, Inc.

Address: 907 West B Street, McCook, NE 69001

Phone number: 308-345-7709

Fax number: 308-345-4114

E-mail Address: melanieg67@gmail.com

Land owner or owners:

Name: CK Swanson, Inc.

Address: 907 West B Street, McCook, NE 69001

Phone number: 308-345-7709

Fax number: 308-345-4114

E-Mail Address: melanieg67@gmail.com

X

Authorization of the land use action by land owner:

I hereby certify that I own and/or control the following land where the land use action is being requested. (Attach evidence of ownership or control. e.g. power of attorney, deed, or purchase agreement)

Melanie Goodenberger, President

Printed Name:

Printed Name:

Melanie Goodenberger, Pres.

Signature:

Signature:

11-15-22

Date:

Address and physical location of the Proposed Land Use Action: 1001 Norris Avenue, McCook, NE

Property Description (Of the parent parcel for subdivisions): _____

Single family dwelling

Required Information:

See Attached sheets for required information for:

- _____ Subdivisions
- x Zone Changes and special exceptions
- _____ Planned developments

FEE PAID: \$ _____ (See attached schedule of fees)

Fee, complete application, and required attachments accepted by:

Printed name

Signature

Date

X

REQUIRED ATTACHMENTS:

For Zone Changes and Special Exceptions:

(For Zone Changes or Amendments see Article 27 of the Zoning Ordinance; for Special Exceptions see Article 24 Special Exceptions)

~~Include a description of the reason for the request for a change of zone:

_____~~

X Include a description of any special exception requested including the section of the zoning ordinance under which it is requested: (Example: Special exception to construct multi-family dwellings in (RM) Residential Medium Density area comprised of single family dwellings.) 
Special exception to operate a short term rental also known as "Airbnb" vacation property in (RM) Residential Medium Density area comprised of single family dwellings.

- X Include a site plan (minimum 17" X 11") and a letter of explanation showing and explaining the following special exception requirements: 
- (A) ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
 - (B) off-street parking and loading areas where required, with particular attention to the items in (A) above, the economic, noise, glare or odor effects of the special exception or change of zone on adjoining properties and the properties generally in the district or the area;
 - (C) the location of refuse and service areas, with particular reference to the items in (A) and (B) above;
 - (D) utilities, with reference to locations, availability, and compatibility;
 - (E) screening and buffering with reference to type, dimensions, and character;
 - (F) signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

(G) required yards and other open space;

(H) general compatibility with adjacent properties and other properties in the district;

(I) compatibility with existing and future land use plan in the McCook Comprehensive Plan.

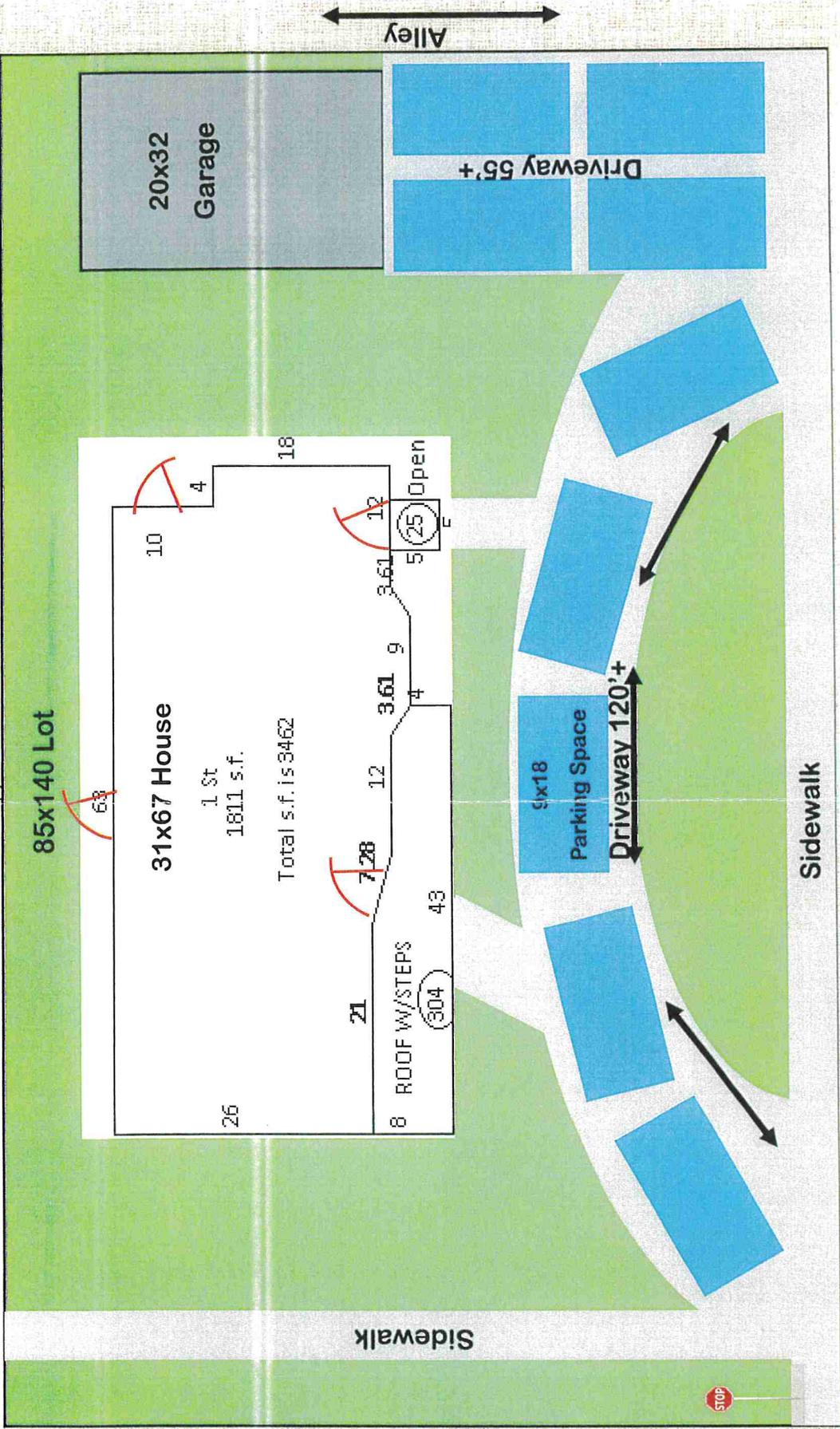
X Explain how the project complies with the Comprehensive Plan: Commercial Development to encourage the development of additional specialty retail businesses, especially those catering to the needs of residents of McCook, as well as those of visitors and travelers to the Community.

Letter of Explanation

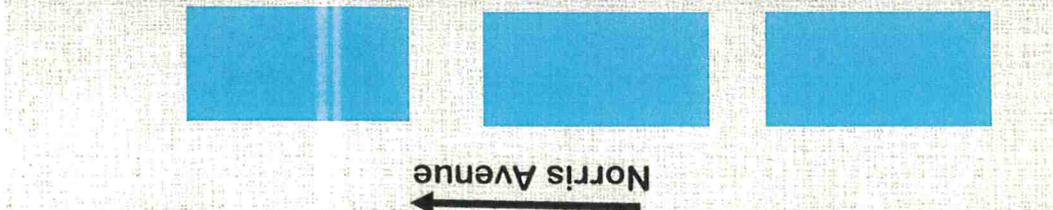
- A) The property's existing driveways allows for 3 points of ingress/egress to the property for vehicles. The structure on the property has 4 points of ingress/egress on the main level for fire escape. The second story of the structure has stairway ingress/egress, 1 door egress to balcony and multiple window egress for fire safety. The third story of the structure has 1 stairway ingress/egress, and 2 window egress for fire safety. Fire escape rope ladders to be provided for fire escape.

Traffic flow and control is noted on the site plan. The property is serviced by 2 city streets in case of fire and/or catastrophe. Streets are located one to the South (J Street) and one to the West (Norris Ave). There is a fire hydrant across the street to the West on Norris Avenue in case of fire. Traffic flow is aided by a stop sign in front of the property halting cross traffic on J Street and Norris Ave. Traffic should not be out of the ordinary from what already exists.

- B) The property has a circular driveway which will allow for 5 vehicles to comfortably park as well as a driveway in front of the garage which will allow for 4 additional off street vehicles. There should not be any changes to the economic, noise, glare or odor effect of the special exception, or change to zoning of the adjoining properties in the district or the area.
- C) Refuse for the property is located in the alley.
- D) Property has all existing utilities services, no change to be made.
- E) Screening and buffering is existing with current property landscaping. An additional screen may be installed on the NE lot line for additional buffering from the neighbor to the North.
- F) A sign may be installed on the front of the house. Sign will simply state "The Garrett House" and hang from the front porch. Additional LED lighting may be added to the front porch, which should not add to traffic glare, safety and economic effect. Lighting will be compatible and in harmony with the area properties in the district.
- G) The existing property complies with the yards and other open space requirements for the property.
- H) The existing property complies with the adjacent properties and other properties in the district.
- I) The existing property complies with the existing and future land use plan of the McCook Comprehensive Plan.



Legend
 1 inch = 10 feet
 = Ingress/Egress
 = Traffic flow



**MCCOOK CITY COUNCIL
SPECIAL EXCEPTION FINDINGS AND DETERMINATIONS**

Applicant: _____

Date of Hearing: _____

SPECIAL EXCEPTION CONSIDERATIONS: YES NO

The proposed special exception use would satisfactorily provide for:

- | | | |
|---|-------|-------|
| A. ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe; | _____ | _____ |
| B. off-street parking and loading areas where required, with particular attention to the items in <u>A</u> above, and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district; | _____ | _____ |
| C. refuse and service area, with particular reference to the items in <u>A</u> and <u>B</u> above; | _____ | _____ |
| D. utilities, with reference to locations, availability, and compatibility; | _____ | _____ |
| E. screening and buffering with reference to type, dimensions, and character; | _____ | _____ |
| F. signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district; | _____ | _____ |
| G. required yards and other open space; | _____ | _____ |
| H. general compatibility with adjacent properties and other property in the district. | _____ | _____ |
| I. compatibility with the existing and future land use plans in the McCook Comprehensive Plan. | _____ | _____ |

This sheet is a record of written findings and determinations certifying compliance with the specific rules governing individual special exceptions, that satisfactory provisions and arrangements have been made regarding Special Exception considerations A - I, and that the granting of the special exception will not adversely affect the public interest.

Date

Council Member

EXHIBIT #6

PAGE(S) - 2

**MCCOOK CITY COUNCIL
SPECIAL EXCEPTION FINDINGS AND DETERMINATIONS**

Applicant: _____

Date of Hearing: _____

Before any special exception shall be issued, the City Council shall make written findings (each Council Member's findings attached) certifying compliance with the specific rules governing individual special exceptions and that satisfactory provisions and arrangements have been made concerning Special Exception Considerations A - I.

CITY COUNCIL FINDINGS AND DECISION:

The McCook City Council hereby determines that satisfactory provisions and arrangements have been made concerning Special Exception Considerations A - I; that the Council is empowered under the City of McCook Zoning Ordinance to grant the special exception; and that the granting of the special exception will _____, will not _____, adversely affect the public interest. The special exception herein requested is _____, is not _____, hereby granted subject to the stipulations noted, if any.

THIS _____ DAY OF _____, 20____.

Mayor

ATTEST:

City Clerk

McCook Planning Commission
December 12, 2022
5:15 P.M. Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Bradley, Dueland, Friehe, McDowell, Stevens, Mockry.

Absent: Commissioners Davidson, Lyons.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 9, 2022, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Vosburg announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the November 14, 2022 regular Planning Commission meeting.

Motion to approve the minutes of the November 14, 2022 regular Planning Commission meeting.

This motion, made by Hilker and seconded by McDowell, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: ABSENT, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA

YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska, 1001 Norris Avenue.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska, 1001 Norris Avenue, with the City Attorney to act as hearing officer. This

EXHIBIT #7

PAGE(S) - 2

motion, made by Stevens and seconded by Vosburg, passed.

Camy Bradley: YEA, Matt Davidson: ABSENT, Dale Dueland: YEA, Ron Friehe: YEA, Tammie Hilker: YEA, Chad Lyons: ABSENT, McDowell: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 12, 2022 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing published and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (3 pages); Exhibit #5 - Land Use Action Request Form and attachments (6 pages); and Exhibit #6 - Findings and Determinations of McCook City Council (2 pages).

City Manager Schneider reviewed the information presented in Exhibit #2.

Melanie Goodenberger, representative for CK Swanson, Inc., was present to address questions from the Commission. Ms. Goodenberger stated that the structure could serve as a location for events, such as graduation parties. These events would be intermittent.

Discussion was had regarding the parking on and near the property, the location is a busy intersection. Concerns were expressed with other residential property owners using their properties as vacation rentals without permission.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: ABSENT, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA

YEA: 8, NAY: 0, ABSENT: 2

2.B. Recommend approval to the City Council the application for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska, 1001 Norris Avenue, said special exception based upon compliance with special exception requirements A-I.

Motion to recommend approval to the City Council the application for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska, 1001 Norris Avenue, said special exception based upon compliance with special exception requirements A-I. This motion, made by Friehe and seconded by Bradley, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: ABSENT, McDowell: YEA, Mockry: NAY, Stevens: YEA, Vosburg: YEA

YEA: 7, NAY: 1, ABSENT: 2

3. Updates regarding the swimming pool and the Ballpark projects.

City Manager Schneider gave an update regarding the swimming pool and Ballpark projects.

Ballpark discussion included concerns with providing water and sewer; annexation of the area; condition of roads around the proposed location; traffic safety issues with entrance on the west from Road 383, a lot of traffic on that road, "J" street enters at the top a hill onto Road 383, safety concerns at the intersection of Highway 6 & 34 and Road 383; extending "J" Street west and entering the complex from West "J" instead of Road 383; it would be safer for pedestrian traffic to cross Highway 83 at the intersection of "J" Street; and the need for a comprehensive plan and design to be developed before construction begins, need a plan for how everything will fit together in the future.

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:33 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 CITY COUNCIL MEETING**

ITEM: 3.A.

Approve the minutes of the December 5, 2022 regular City Council meeting.

BACKGROUND:

Receive and approve the minutes.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2022

McCook City Council
December 5, 2022
5:30 P.M. Central

MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:30 o'clock P.M. in the City Council Chambers.

Present: Councilmembers Calvin, Weedon, Muehlenkamp, Rambali, newly elected Taylor.

Absent: Mayor Gonzales.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter, Library Director Crocker, Utilities Director Fawver, Fire Chief Harpham, Public Works Director Potthoff, Senior Services Director Siegfried, and Police Chief Smith.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 2, 2022, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Mayor and members of the City Council and a copy of the Acknowledgement of Receipt of such notice is attached to these minutes. Availability of the agenda was communicated in the advance notice to the Mayor and Council. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

City Manager Schneider announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review. Jeff Donelan, McCook Evangelical Free Church, provided the invocation. Following the Pledge of Allegiance to the flag of the United States of America, City Manager Schneider called the meeting to order.

1. Recognition of outgoing Mayor Gonzales.

City Manager Schneider thanked Mayor Gonzales for his dedication to the City serving on the Council since November 2009 and as Mayor since December 2014.

2. Reorganization of the City Council.

2.A. Administer oath of office for the newly elected Councilmembers Jared Muehlenkamp, Linda Taylor, and Gene Weedon.

City Clerk Doak administered the oath of office to the newly elected Councilmembers Jared Muehlenkamp, Linda Taylor, and Gene Weedon.

2.B. Election of Mayor.

City Manager Schneider called for nominations from the Council for the office of Mayor (President)

of the Council. Jerry Calvin nominated Gene Weedin. Jared Muehlenkamp nominated Linda Taylor. Vote was taken by secret ballot: Weedin 2 votes, Taylor 3 votes. Linda Taylor was elected as Mayor (President) of the Council.

2.C. Election of Vice President of Council.

City Manager Schneider called for nominations from the Council for the office of Vice President of the Council. Jared Muehlenkamp nominated Gene Weedin. Gene Weedin nominated Jerry Calvin. Vote was taken by secret ballot: Weedin 2 votes, Calvin 3 votes. Jerry Calvin was elected as Vice President of the Council.

2.D. Determination of seating order.

Based on policy set by previous Council, the Councilmembers at this time chose their seats by seniority. The seat order for the Council shall be:

From left to right - Councilmember Rambali, Councilmember Weedin, Mayor Taylor, Councilmember Calvin, and Councilmember Muehlenkamp.

3. Announcements & Recognitions.

There were no announcements or recognitions.

4. Consent Agenda.

Mayor Taylor requested that Item J be removed from the Consent Agenda and placed on the Regular Agenda; Councilmember Muehlenkamp requested that Item H be removed from the Consent Agenda and placed on the Regular Agenda; Councilmember Calvin requested that Item K be removed from the Consent Agenda and placed on the Regular Agenda; and McCook Gazette reporter Lorri Sughrue requested that Item F be removed from the Consent Agenda and placed on the Regular Agenda.

Motion to approve the consent agenda. This motion, made by Calvin and seconded by Weedin, passed. Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4.A. Approve the minutes of the November 21, 2022 regular City Council meeting.

4.B. Adopt Resolution No. 2022-20 authorizing the signing of the Year-End Certification of City Street Superintendent Form 2022.

4.C. Receive and file the Agreement for Street Superintendent Services between the City of McCook and Greg A. Wolford, Class A License S-875 for the 2023 calendar year.

4.D. Receive, file, and authorize the Mayor to sign the Annual Certification Form confirming that

funds received by the City of McCook from the State of Nebraska Department of Transportation as part of the Federal Aid Transportation Fund Purchase-Sale Agreement have been used according to such agreement.

- 4.E. Approve an application from Telcom Construction to occupy City right-of-way for the purpose of replacing telephone cable for 811 East 4th Street.
- 4.G. Approve entering into a Memorandum of Understanding with the McCook Creative District as part of the McCook's Creative District's efforts to establish McCook as a Nebraska Arts Council Creative District.
- 4.I. Approve the automatic renewal of all current retail liquor licenses in the City of McCook for the year 2023 and instruct the City Clerk to publish individual notice of the right of automatic renewal of each license.

5. Regular Agenda.

- 4.F. Authorize City of McCook staff to complete an application for a Public Works Opportunity grant.

Motion to authorize City of McCook staff to complete an application for a Public Works Opportunity grant. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 4.H. Authorize City of McCook staff to complete an application for a Civic and Community Center Financing Fund (CCCFF) grant.

Motion to authorize City of McCook staff to complete an application for a Civic and Community Center Financing Fund (CCCFF) grant. This motion, made by Muehlenkamp, and seconded by Calvin, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

- 4.J. Approve Bid Specifications for one (1) new current model year, All Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicle for use by the McCook Police Department and set the date to receive bids as January 4, 2023.

Motion to approve Bid Specifications for one (1) new current model year, All Wheel Drive or 4-Wheel Drive Police Interceptor/Pursuit Utility Vehicle for use by the McCook Police Department and set the date to receive bids as January 4, 2023. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedon: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

4.K. Approve the reconvening of the McCook Swimming Pool Committee.

Motion to approve the reconvening of the McCook Swimming Pool Committee. This motion, made by Calvin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

5.A. Updates regarding the swimming pool and the ballpark.

City Manager Schneider gave an update on the swimming pool and ballpark projects.

5.B. Authorize City of McCook staff to complete all of the necessary steps to address potential swimming pool issues as they may relate to the Nebraska State Historic Preservation Office, including the execution of any necessary forms and the completion of mitigation recommendations.

Motion to authorize City of McCook staff to complete all of the necessary steps to address potential swimming pool issues as they may relate to the Nebraska State Historic Preservation Office, including the execution of any necessary forms and the completion of mitigation recommendations. This motion, made by Weedin and seconded by Muehlenkamp, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

5.C. Authorize City of McCook staff to complete an application for a Rural Workforce Housing Land Development Program grant.

Motion to authorize City of McCook staff to complete an application for a Rural Workforce Housing Land Development Program grant. This motion, made by Calvin and seconded by Weedin, passed.

Taylor: YEA, Calvin: YEA, Weedin: YEA, Muehlenkamp: YEA, Rambali: YEA
YEA: 5, NAY: 0

5.D. Council Comments.

The Council thanked city staff, Chamber of Commerce, all involved with the Christmas Light Parade and other holiday events held this past week.

Adjournment.

There being no further business to come before the Council, Mayor Taylor declared the meeting adjourned at 6:09 P.M.

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk-Treasurer

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 CITY COUNCIL MEETING**

ITEM: 3.B.

RECOMMENDATION:

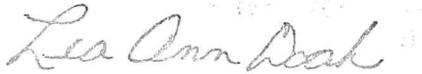
Accept the minutes of the December 12, 2022 Planning Commission meeting.

BACKGROUND:

Accept minutes from the various board and commission meetings.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2022

McCook Planning Commission
December 12, 2022
5:15 P.M. Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Bradley, Dueland, Friehe, McDowell, Stevens, Mockry.

Absent: Commissioners Davidson, Lyons.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak, Assistant City Manager Koetter.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 9, 2022, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Vosburg announced that a copy of the Open Meetings Act was posted by the entrance to the Council Chambers and available for public review.

1. Approve the minutes of the November 14, 2022 regular Planning Commission meeting.

Motion to approve the minutes of the November 14, 2022 regular Planning Commission meeting. This motion, made by Hilker and seconded by McDowell, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: ABSENT, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA
YEA: 8, NAY: 0, ABSENT: 2

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Request for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska, 1001 Norris Avenue.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the request for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska, 1001 Norris Avenue, with the City Attorney to act as hearing officer. This

motion, made by Stevens and seconded by Vosburg, passed.

Camy Bradley: YEA, Matt Davidson: ABSENT, Dale Dueland: YEA, Ron Friehe: YEA, Tammie Hilker: YEA, Chad Lyons: ABSENT, McDowell: YEA, Jamie Mockry: YEA, Jesse Stevens: YEA, Kurt Vosburg: YEA

YEA: 8, NAY: 0, ABSENT: 2

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 12, 2022 Planning Commission meeting (1 page), Exhibit #2 - Notice of Hearing published (1 page); Exhibit #3 - Notice of Hearing published and posted (1 page); Exhibit #4 - ownership list for mailing of Notice of Hearing (3 pages); Exhibit #5 - Land Use Action Request Form and attachments (6 pages); and Exhibit #6 - Findings and Determinations of McCook City Council (2 pages).

City Manager Schneider reviewed the information presented in Exhibit #2.

Melanie Goodenberger, representative for CK Swanson, Inc., was present to address questions from the Commission. Ms. Goodenberger stated that the structure could serve as a location for events, such as graduation parties. These events would be intermittent.

Discussion was had regarding the parking on and near the property, the location is a busy intersection. Concerns were expressed with other residential property owners using their properties as vacation rentals without permission.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by McDowell, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: ABSENT, McDowell: YEA, Mockry: YEA, Stevens: YEA, Vosburg: YEA

YEA: 8, NAY: 0, ABSENT: 2

2.B. Recommend approval to the City Council the application for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska, 1001 Norris Avenue, said special exception based upon compliance with special exception requirements A-I.

Motion to recommend approval to the City Council the application for a special exception by CK Swanson, Inc. to locate a Timeshare and Vacation Rental in a Residential Medium (RM) District, property located in Lot 7 and the S 35' of Lot 8, Block 6, Second Addition to the City of McCook, Red Willow County, Nebraska, 1001 Norris Avenue, said special exception based upon compliance with special exception requirements A-I. This motion, made by Friehe and seconded by Bradley, passed.

Bradley: YEA, Davidson: ABSENT, Dueland: YEA, Friehe: YEA, Hilker: YEA, Lyons: ABSENT, McDowell: YEA, Mockry: NAY, Stevens: YEA, Vosburg: YEA

YEA: 7, NAY: 1, ABSENT: 2

3. Updates regarding the swimming pool and the Ballpark projects.

City Manager Schneider gave an update regarding the swimming pool and Ballpark projects.

Ballpark discussion included concerns with providing water and sewer; annexation of the area; condition of roads around the proposed location; traffic safety issues with entrance on the west from Road 383, a lot of traffic on that road, "J" street enters at the top a hill onto Road 383, safety concerns at the intersection of Highway 6 & 34 and Road 383; extending "J" Street west and entering the complex from West "J" instead of Road 383; it would be safer for pedestrian traffic to cross Highway 83 at the intersection of "J" Street; and the need for a comprehensive plan and design to be developed before construction begins, need a plan for how everything will fit together in the future.

Adjournment.

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 6:33 P.M.

Lea Ann Doak, City Clerk-Treasurer
Recording Secretary

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 CITY COUNCIL MEETING**

ITEM: 3.C.

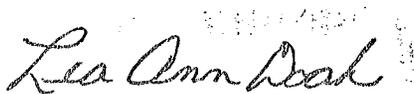
Receive and file the 2023/2024 Council Radio Show Schedule.

BACKGROUND:

Copy of schedule attached.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2022

**RADIO SHOW SCHEDULE
2023/2024**

12/2022	Muehlenkamp
12/2022	Weedin
01/2023	Calvin
01/2023	Rambali
02/2023	Taylor
02/2023	Muehlenkamp
03/2023	Weedin
03/2023	Calvin
04/2023	Rambali
04/2023	Taylor
05/2023	Muehlenkamp
05/2023	Weedin
06/2023	Calvin
06/2023	Rambali
07/2023	Taylor
07/2023	Muehlenkamp
08/2023	Weedin
08/2023	Calvin
09/2023	Rambali
09/2023	Taylor
10/2023	Muehlenkamp
10/2023	Weedin
11/2023	Calvin
11/2023	Rambali
12/2023	Taylor
12/2023	Muehlenkamp
01/2024	Weedin
01/2024	Calvin
02/2024	Rambali
02/2024	Taylor

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 CITY COUNCIL MEETING**

ITEM: **3.D.**

Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday Party, at the Nebraska Army National Guard Armory, 38709 US Hwy 6, McCook, Nebraska, on January 14, 2023 from 1:00 P.M. to 12:00 A.M.

BACKGROUND:

Ambriz Ventures will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2022

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Ambriz Ventures, LLC

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

312 Norris Ave, McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

124450

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

01-14-2023

Event Start Time(s):

1pm

Event End Time(s):

12am

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Nebraska Army National Guard Armory

Event Street Address/City: 38709 US HWY 6, McCook, NE

Indoor area to be licensed in length & width: 225 X 150

Outdoor area to be licensed in length & width: ___ X ___ (Diagram Form #109 must be attached)

Type of Event: Corporate Holiday Party Estimate # of attendees: 300

Type of alcohol to be served: Beer Wine Distilled Spirits

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Andrew Ambriz Event Contact Phone Number: 4029220774

Event Contact Email: andrew@sehnerts.com

*Signature Authorized Representative: Andrew Ambriz Printed Name Andrew Ambriz

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 CITY COUNCIL MEETING**

ITEM: 3.E.

Approve the application for a Special Designated Liquor License submitted by Ambriz Ventures, LLC, Liquor License #CK-124450, for a Corporate Holiday Party, at the Nebraska Army National Guard Armory, 38709 US Hwy 6, McCook, Nebraska, on January 21, 2023 from 1:00 P.M. to 12:00 A.M., with an alternate location of Valmont-McCook, 75 S US 83, McCook, Nebraska.

BACKGROUND:

Ambriz Ventures will be catering this event. They are making application to allow them to serve alcohol at this temporary location. Approval of the City Council is required with all applications.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2022

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Ambriz Ventures, LLC

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

312 Norris Ave, McCook, NE 69001

Retail Liquor License Address or Non-Profit Business Address

124450

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 01-21-23

Event Date(s):

Event Start Time(s): 1pm

Event End Time(s): 12a

Alternate Date:

Alternate Location Building & Address: Valmont-McCook 75 S US 83, McCook, NE

Event Building Name: Nebraska Army National Guard Armory

Event Street Address/City: 38709 US HWY 6, McCook, NE

Indoor area to be licensed in length & width: 225 X 150

Outdoor area to be licensed in length & width: X (Diagram Form #109 must be attached)

Type of Event: Corporate Holiday Party Estimate # of attendees: 450

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Andrew Ambriz Event Contact Phone Number: 402-922-0774

Event Contact Email: andrew@sehnerts.com

*Signature Authorized Representative: Andrew Ambriz Printed Name Andrew Ambriz

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 CITY COUNCIL MEETING**

ITEM: 3.F.

Receive and file the claims for the month of November 2022, published December 9, 2022.

BACKGROUND:

Claims are presented to the Council and published each month as outlined in the City Code of Ordinances.

Staff is always available to address any questions that the Council may have regarding a specific claim.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2022

CITY OF MCCOOK
CLAIMS FOR NOVEMBER 2022

ABBREVIATIONS FOR LEGALS: PS - PERSONAL SERVICES; S- SUPPLIES; SC - SERVICES & CHARGES; CO - CAPITAL OUTLAY; BT - BUDGET TRANSFERS

20/20 TECHS-SC 4265.00; 7-D LOCKSHOP-S 83.99; ACE-S 3893.76; AKRS-S 1998.59; AMERICAN AGLAB-SC 2721.19; AMERICAN ELECTRIC-S 410.20; AMERICAN FENCE CO-CO 16560.00; AMERITAS-CLAIMS-SC 3879.96; ANYTIME TRI-STATE TOWING-SC 325.00; APCO-SC 444.00; ARROW CAR WASH-S 76.95; AUTO-OWNERS INS-SC 8288.00; AXON ENTERPRISE-S 12595.97; B STREET AUTO-S 114.75; BEAR'S CUSTOMS-S 307.00; BETTER HOMES & GARDEN-S 151.54; BLACK HILLS ENERGY-SC 1568.20; BROOKS CONSTRUCTION-S 340.00; BW TELECOM-SC 144.14; C&K-S 737.30; CAMBRIDGE TELEPHONE-SC 234.12; CAROLINA SOFTWARE-S 200.00; CARQUEST-S 4068.41; CASH WA-S 26612.25; CDW-G-SC 342.08; CENTURY LINK-SC 747.67; CITY OF MCCOOK-PS 392803.71; CITY OF MCCOOK INJ WELL ABANDONMENT-CO 3427.90; CITY SELF INS-BT 166893.75; UTILITIES-SC 16328.28; CLINE WILLIAMS, WRIGHT JOHNSON-SC 7595.00; COMMON SCENTS-S 1100.00; COMMUNITY HOSPITAL-SC 2673.75; CONSTRUCTION RENTAL-CO 9474.85; CORNHUSKER CLEANING-S 26.82; COUNTRY LOAD TRAILER-CO 11175.00; CRAWFORD SUPPLY-S 124.70; J. CROCKER-SC 238.75; CULLIGAN-S 63.53; CUMMINS SALES & SRVS- 811.08; D& L PEST CONTROL-S 60.00; D & S HARDWARE-S 556.95; DAS ACCT-SC 1300.00; DEVENY CHRYSLER-S 476.10; DVORAK LAW-SC 317.50; EAKES-S 1468.66; ENGINEERED CONTROLS-S 6950.00; FARRELL'S-S 16.99; FASTENAL-S 24.98; FICA-PS 20078.09; FRONTIER COMM-SC 48.19; FUSION CLOUD-SC 98.87; GALLS-S 302.57; GARRISONS-S 1278.00; GOOGLE SVCS-SC 501.67; GOPHER SPORT-S 190.29; GPM ENVIRONMENTAL-S 588.00; GRAHAM TIRE-S 1427.61; GRAINGER-S 34.75; GREAT PLAINS COMM-SC 2673.34; D. HARTWELL-S 750.00; HAYS COMPANIES-SC 10000.00; HELLO DIRECT-SC 715.09; HENNING BROS-SC 59.00; HERITAGE SENIOR CENTER-SC 160.00; HOMETOWN FAMILY RADIO-SC 200.00; HOMETOWN LEASING-SC 330.31; HUFFY'S AIRPORT WINDSOCKS-S 461.65; IDEAL LINEN-S 161.02; J BAR J LANDFILL-SC 47738.12; JUNIOR LIBRARY GUILD-S 1505.22; K & C GRAIN-S 38595.00; KIDS REFERENCE CO-S 243.81; KOHL'S AUTO-S 1036.92; KOHLER TRAILER SALES-SC 9541.90, CO 20174.00;

LIFE-ASSIST-S 1068.48; MAGUIRE IRON-CO 24825.00; MATHESON-LINWELD-S 112.13; MC GAZETTE-SC 2146.14; MCHUMANE SOCIETY-S 4272.78; MPPD-SC 2699.86; MCNET-SC 69.95; C. MCDONALD-S 750.00; MCKESSON MEDICAL-S 401.73; MEDICARE-PS 5475.19; MEAD-S 453.28; MENARDS-S 124.17; R. METCALF-S 750.00; MICHAEL TODD & CO-CO 668.24, S 265.59; MICROMARKETING-S 4245.20; MIDWEST CONNECT-S 325.65, SC 1876.18; MILLER & ASSOC-S 550.00; MOBOTREX-S 2104.00; DARIN MORGAN-S 1510.00; MOUSEL, BROOKS, SCHNEIDER, MUSTION, SCHIFLETT-SC 3358.00; MUNICIPAL SUPPLY-S 12306.36; NE DEPT OF ENV & ENG-CO 23364.64; NE DEPT REV-SALES TAX-SC 9739.49; NE SAFETY AND FIRE EQUIP-S 389.00; NE LAW ENFORCEMENT INTEL-SC 19.55; NE SALT & GRAIN-S 5845.12; NE TRUCK CENTER-S 899.20; NEBRASKALAND TIRE-S 172.98; NICK'S DIST-SC 969.87; NMC-S 244.65; NOAH'S ARK WORKSHOP-SC 1009.25; NPPD-SC 29802.45; O'REILLY-S 309.28; ONE BILLING SOL-SC 5722.37; ONE CALL-SC 90.26; PAPER TIGER-S 90.00; PARDE ELECTRIC-S 210.00; PAULSEN INC-S 191.52; PAVEMENT-CO 1225.00; PLATTE VALLEY COMM-S 310.00; POAN-SC 120.00; POLICE CHIEFS ASSOC-SC 100.00; QUADIANT FINANCE USA-SC 1000.00; QUALITY URGENT CARE-SC 322.00; QUILL-S 679.59; RAVENSWOOD ELEC-CO 150.00; RED WILLOW COUNTY HEALTH DEPT-SC 2921.96; RED WILLOW CO CRT-SC 17.00; S. RENNER-S 750.00; RUGGLES-SC 1402.00; RUTT'S HEATING & AC-S 2112.00; S & S TIRE-S 4610.35; SAMWAY FLOOR-CO 4294.90; M. SCHOENEMANN-S 750.00; SCOTTIES POTTIES-S 100.00; B. SIEGFRIED-S 103.54; J SLATEN-S 750.00; S. SMITH-S 58.64; SOUTHWEST FARM & AUTO-S 1582.88; SOUTHWESTERN EQUIP-S 3610.09; STRYKER MEDICAL-S 141.01, SC 2162.40; SWANSON SIGN-S 562.90; TASTE OF HOME-S 115.50; TITAN MACHINERY, INC-S 1514.27; TOBIASSON HYDRO TESTING-SC 2139.44; TOTAL TURF-S 227.00; TRI-COUNTY GLASS-S 726.50; TREE REBATES-S 625.00; UMR-SC 154627.35; UNION BANK & TRUST-SC 33013.50; USPS-SC 275.00; US DEPT OF AG-SC 3500.00; US FOODS-S 2022.95; USA BLUEBOOK-S 560.85; UTILITY REFUNDS-647.01; VERIZON-SC 3289.97; VK ELEC.-S 4473.50; SC 8695.00; VOLZ-S 703.03; WAGNER FORD-S 210.87; WALMART-S 1762.40; WPCI-SC 200.00; S YAGER-S 750.00; ZOLL MEDICAL-S 409.18.

-s- Lea Ann Doak
City Clerk

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 CITY COUNCIL MEETING**

ITEM: 3.G.

RECOMMENDATION:

Ratify the Mayor's appointments to the:

- Parks Advisory Board - appoint Tricia Wagner - term expires May 2024;
 - Tree Advisory Board - appoint Larry Eisenmenger - term expires April 2023.
-

BACKGROUND:

All appointees have been contacted and are willing to serve on the boards.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2022

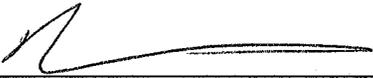
**CITY MANAGER'S REPORT
DECEMBER 19, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. __ Ratify the Mayor's appointment to the Parks Advisory Board - appoint Tricia Wagner to replace Natalie Smith - term expires May 2024.

BACKGROUND:

The Mayor has selected Tricia Wagner to serve on McCook's Parks Board, replacing Natalie Smith. Ms. Wagner is willing to serve on the Board. The term expires May 2024.

APPROVALS:



Nathan A. Schneider, City Manager

December 14, 2022

Lea Ann Doak, City Clerk

December 14, 2022

PARKS ADVISORY BOARD

CAITLIN WHITEHEAD
712 Norris Avenue
Appointed - August 2019
Reappointed July 2021
Term Expires - May 2024
caitlin.whitehead1@gmail.com

(720)448-0797 (C)
308-345-8817 (W)

Replaced Elizabeth Yilk

TRICIA WAGNER
803 West "R" Street
Appointed - December 2022
Term Expires - May 2024

Replaced Natalie Smith

JEREMY LABRIE
519 Norris Avenue
Appointed - September 2020
Term Expires - May 2022
jeremy.labrie@yahoo.com

Replaced Bill Larington

402-209-0451

MARK FRIEHE
Frenchman Valley Coop
PO Box 760
Appointed - June 1996
Reappointed - April 2020
Term Expires - May 2023
mfriehe@fvcoop.com

340-5710 (C)
345-1826 (H)
345-4060 (O)

TOM BREDVICK
302 Elizabeth Lane
Appointed - June 2021
Term Expires - May 2023

*Denotes Chairperson
3 yr. terms

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. __ Ratify the Mayor's appointment to the Tree Advisory Board - appoint Larry Eisenmenger to replace Connie Jo Discoe - term expires April 2023.

BACKGROUND:

The Mayor has selected Larry Eisenmenger to serve on McCook's Tree Advisory Board, replacing Connie Jo Discoe. Mr. Eisenmenger is willing to serve on the Board. The term expires April 2023.

APPROVALS:



Nathan A. Schneider, City Manager

December 14, 2022

Lea Ann Doak, City Clerk

December 14, 2022

TREE ADVISORY BOARD

LARRY EISENMENGER
1613 Centennial
Appointed - December 2022 (replaced Connie Discoe)
Term Expires - April 2023

DAN DUELAND*
903 West 12th Street
Reappointed - September 2018
Term Expires - April 2023
ddturf@yahoo.com

345-1378 (H)
340-3497 (Cell)

JOHANNA SCOTT
502 Pawnee Drive
Appointed - June 2021
Term Expires - April 2023
kjscott@gpcom.net

308-655-0671 (C)
345-1555 (W)

LEIGH FARRELL
1112 Country Club
Appointed - July 2005
Reappointed - July 2020
Term Expires - April 2025
leigh@farrellrx.com

345-2120 (H)
345-1781 (W)

ASHLEY SYDOW
309 East "K" Street
Appointed - September 2020 (Replaced Mary Pate)
Term Expires - April 2025
sydow2008@gmail.com

308-293-1145

*Denotes Chairperson
5 yr. terms

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 CITY COUNCIL MEETING**

ITEM: _____

Adopt Resolution No. 2022-21 designating the representatives of the City of McCook to the McCook Economic Development Corporation Board of Directors.

BACKGROUND:

Mayor Taylor is being appointed to the board to replace Michael Gonzales as the City's Ex-officio Director. Councilmember Calvin currently serves as the City's Executive Partner Director. Both positions have voting privileges.

**FISCAL
IMPACT:** None.

APPROVALS:



Lea Ann Doak, City Clerk

December 15, 2022

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 MCCOOK CITY COUNCIL MEETING**

ITEM NO. ___ Appoint Mayor Linda Taylor to the McCook Economic Development Board of Directors.

BACKGROUND:

The City of McCook is required to appoint two council members to the McCook Economic Development Board of Directors. A vacancy exists following the November 2022 election that must be filled. Mayor Linda Taylor is willing to fill the vacant position.

APPROVALS:



Nathan A. Schneider, City Manager

December 14, 2022

Lea Ann Doak, City Clerk

December 14, 2022

RESOLUTION NO. 2022-21

WHEREAS, the City of McCook, Nebraska is a contributor of more than \$10,000 annually to the MCCOOK ECONOMIC DEVELOPMENT CORPORATION and, pursuant to their By-Laws, it is the responsibility of the City to designate the representatives of the City of McCook to their Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of McCook, Nebraska, that:

1. The City Clerk is hereby directed to give written notice to the MCCOOK ECONOMIC DEVELOPMENT CORPORATION of the appointment of Jerry Calvin, Councilmember, as the City's Executive Partner Director to said Board of Directors.
2. The City Clerk is hereby directed to give written notice to the MCCOOK ECONOMIC DEVELOPMENT CORPORATION of the appointment of Linda Taylor, Mayor, as the City's Ex-officio Director to said Board of Directors.

PASSED AND APPROVED THIS 19th day of December 2022.

Linda Taylor, Mayor

ATTEST:

Lea Ann Doak, City Clerk

**CITY MANAGER'S REPORT
DECEMBER 19, 2022 MCCOOK CITY COUNCIL MEETING**

4.A.
ITEM NO. Approve an agreement between the City of McCook and Lamp Rynearson, Inc. for professional engineering services related to the construction of a new swimming pool.

BACKGROUND:

The City of McCook is ready to proceed with a swimming pool project. In 2017, the McCook Swimming Pool Committee interviewed four engineering firms to provide professional engineering services with respect to a pool project. Lamp Rynearson was selected by the Committee as their preferred engineer, with the Committee's engineering recommendation memorialized in its Pool Report dated 2021. In the Spring of 2022, the McCook City Council accepted and approved the Pool Committee's recommendation, which included the Committee's preferred engineering firm. Additionally, in 2021, the City of McCook contracted with Lamp Rynearson to serve as the City of McCook's pool engineer for planning purposes. The current concept that has been approved by the City Council is a Lamp Rynearson design, completed with the assistance of the Swimming Pool Committee and the public.

Following the successful passage of the recreational bond in November of 2022, it is necessary to enter into a contract with Lamp Rynearson in order to begin work on a new municipal swimming pool. The agreement obligates Lamp Rynearson to perform certain responsibilities. In return, the City of McCook will compensate Lamp Rynearson at the base amount of \$326,000, with any additional services not included in the agreement to be paid at an hourly rate (as outlined in Exhibit J). Additionally, the agreement contemplates a resident project representative assisting with potential day-to-day items, said representative to be paid at a max amount of \$48,000. Exhibit B establishes a deliverables schedule, including a general time line for the project. The time line contained within Exhibit B contemplates a construction management at risk building format. Accordingly, it is estimated that the project will be completed by June of 2024 (said schedule contingent on minimal delays). The City of McCook's staff have worked with its insurance broker, Ellerbrock-Norris, to assist with finalizing the insurance provisions and limits.

Staff is ready to present the agreement to the City Council for its approval. Andy Smith of Lamp Rynearson will be present by telephone to answer any questions the Council/public may have.

APPROVALS:



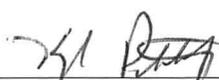
Nathan A. Schneider, City Manager

December 14, 2022



Lea Ann Doak, City Clerk

December 14, 2022



Kyle Potthoff, Public Works Director

December 14, 2022

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of McCook, Nebraska (Owner) and **Lamp Rynearson, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as McCook Municipal Aquatic Center (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as Engineering and Architectural Design, Construction Documents and Construction Administration.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

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

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

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

2.03 Owner-Furnished Services

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

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

2.04 Owner's General Responsibilities

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

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 - 4. Perform or provide the following:
 - a. **None**

2.05 Payment

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

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$326,000.00	Lump Sum
2.	Resident Project Representative Services	\$48,000.00	Hourly to a Max
3.	Additional Services (Article 2 of Exhibit A)		Hourly

Based on a 11-month continuous construction period.

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

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract with revisions by the Engineer, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise. Copies of Engineer revised document are available for review by Owner.
- G. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- H. 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.
- I. 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.
- J. 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.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. 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.

- N. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of

intellectual property rights, then Engineer shall bear the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project, as per the requirements of paragraphs 6.03, 6.04 and 6.05 of the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC) C-700, 2018 Edition, with revisions by the Engineer and the Supplementary Conditions prepared by the Engineer. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary

insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- i. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

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

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

- c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator approved by both Engineer and Owner and experienced in resolving disputes arising from the performance of engineering services. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

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

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent or willfully reckless act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent, if any, required in Exhibit I, "Limitations of Liability."
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 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.
- 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 officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

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

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.

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

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

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

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

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

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Not Used
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Not used
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

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

8.04 Engineer's Certifications

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

8.05 Conflict of Interest

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

This Agreement's Effective Date is [insert date].

Owner:

City of McCook

(name of organization)

By:

(individual's signature)

Date:

12-19-2022

(date signed)

Name:

Linda Taylor

(typed or printed)

Title:

Mayor

(typed or printed)

Attach evidence of authority to sign.

CITY OF

FIRST CLASS

Street

City 1933

NEBRASKA

City Clerk-Treasurer

(typed or printed)

Address for giving notices:

City of McCook

PO Box 1059

McCook NE 69001

Designated Representative:

Name:

Nate Schneider

(typed or printed)

Title:

City Manager

(typed or printed)

Address:

City of McCook

PO Box 1059

McCook NE 69001

Phone:

308-345-2022

Email:

Engineer:

Lamp Rynearson, Inc.

(name of organization)

By:



(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Lamp Rynearson, Inc.

14710 W Dodge Road, Suite 100

Omaha, Nebraska 68154

Designated Representative:

Name:

Andrew Smith

(typed or printed)

Title:

Group Leader

(typed or printed)

Address:

Lamp Rynearson, Inc.

14710 W Dodge Road, Suite 100

Omaha, Nebraska 68154

Phone:

402-496-2498

Email:

EXHIBIT A—ENGINEER’S SERVICES

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

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

ARTICLE 1—BASIC SERVICES

A1.01 *Schematic Design Phase*

A. Engineer shall:

1. Assist Owner in selection of a Construction Manager for the project, including assistance in drafting the request for proposal, review of proposal materials received, phone interviews with references (if requested by Owner), and attendance and participation in interviews (if requested by Owner).
2. Consult with Owner and Selected Construction Manager to confirm and clarify Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. Provide refinement of desired facility layout, including data adequate for Construction Manager to provide an informed opinion on probable construction cost.
 - b. Modify layout and scope of construction, based on input from Owner and Construction Manager, such that Owner’s technical requirements and budgetary limits are satisfied.
3. Visit the Site to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Schematic Design.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer.
5. Perform topographic survey of site adequate for preparing construction documents.
 - a. Meet with City Staff to identify locations of utilities and contact one-call prior to survey for location of all utilities within the survey limits, including adjacent rights-of-way.
 - b. Take reasonable measures to access manholes and storm drainage structures to identify orientation, flow line elevation, and size of all pipes serving the structure, and report the data on the survey.

- c. Acquire the elevation and datum of all bench marks to be used in the survey. The elevation used shall be based on a nationally accepted datum. Set no less than two temporary benchmarks and shall provide ties to the benchmarks for field location during construction.
 - d. Capture all topographic data, following standard practice for topographic survey established by the National Society of Professional Surveyors. Elevation contours shall be defined on 1-foot intervals with vertical accuracy of +/-0.65 ft and horizontal accuracy of +/- 1 ft. Capture spot elevations on not less than 50-foot intervals and spot elevations at any abrupt changes in grade.
 - e. Boundary survey is NOT included in base scope of services.
6. Advise Owner of any need for Owner to provide data or services of the types described in the Contract, for use in Project design, or in preparation for Construction Manager selection and construction. This may include, but is not necessarily limited to:
- a. Boundary Survey, as required by Owner.
 - b. Subsurface geotechnical testing and analysis
 - c. Asbestos and/or lead-based paint assessment of existing structures
 - d. Subsurface investigation for location and characterization of existing buried utilities.
 - e. Preparation of scopes of work for boundary land survey, utilities mapping, and geotechnical investigation and assist Owner in soliciting proposals for the work to be completed under contract directly with the Owner. Assist by reviewing proposals received and providing comments and recommendations for award of work.
- B. Engineer's services under the Schematic Design Phase shall be considered complete on the date when topographic survey is complete, Owner has accepted the final layout and Construction Manager's corresponding estimated construction budget, and Engineer has advised Owner regarding necessary surveys and studies to support design and preparation of construction documents.

A1.02 *Preliminary Design Phase*

- A. Upon written authorization from Owner, Engineer shall:
- 1. Prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. Meet with Construction Manager and Owner, as required, to review design criteria, draft preliminary drawings, and outline specifications. Coordinate with Construction Manager

- to review construction methods, staging, materials selection and identify impacts to cost and construction schedule.
3. Meet with Construction Manager and Owner, as required, to review probable construction cost based on Preliminary Design Phase Documents, identify cost and schedule impacts due to design decisions.
 4. Develop consensus with Owner and Construction Manager on design decisions and revise preliminary drawings, design criteria, and outline specifications, based on Construction Manager and Owner input on Design Documents and probable Construction Cost.
 5. Verify utility connections required for the proposed facility. Unless additional utility investigation is authorized by the Owner as additional services, utility mapping will include Engineer contacting utility owners and obtaining available information and locating with available surveyed surface features and/or utility markings made available through the one-call process.
 6. Review for completeness the work products, provided by the Owner under separate contract utility mapping (if any), geotechnical investigation, environmental assessment (if any), and others as required, and advise the Owner regarding acceptability of the work.
 7. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 8. Advise Owner if additional reports, data, information, or services of the types described in the Contract are necessary and assist Owner in obtaining such reports, data, information, or services.
 9. Obtain and review Owner's instructions regarding Owner's procurement of construction services, 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-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2020 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 10. Furnish electronic review copies of Preliminary Design Phase documents, and any other Preliminary Design Phase deliverables to Owner within 45 days of authorization to proceed with this phase. Within 14 days, Owner and Construction Manager will review preliminary design phase documents and be prepared to provide comments to Engineer in review meeting. Engineer will be prepared to provide comments on Construction Manager's Probable Construction Cost within 7 days of receipt.

Exhibit A—Engineer's Services.

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11. Deliver one hard copy of full-size drawing and specifications to Owner. Revise the Preliminary Design Phase documents, based on consensus decisions made in Owner, Construction Manager, Design Team review meeting.
- B. Engineer's services under the Preliminary Design Phase will be considered complete when all comments from Owner or Construction Manager regarding the Preliminary Design Phase Documents have been addressed, in writing, to the satisfaction of the Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, Owner's acknowledgment of all comments addressed regarding the Preliminary Design Phase, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Construction Manager.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide draft final drawings and specifications to Construction Manager for preparation of a revised opinion of probable Construction Cost and guaranteed maximum price.
 4. Meet with Construction Manager and Owner, as required, to review draft final design phase documents and construction budget and schedule. Coordinate with Construction Manager to review construction methods, staging, materials selection and identify impacts to cost and construction schedule.
 5. Develop consensus with Owner and Construction Manager on design decisions and revise draft final construction drawings and specifications, based on Construction Manager and Owner input.
 6. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 7. After consultation with Owner and Construction Manager, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Construction Manager during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

8. 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 construction manager and prospective sub-contractors may rely.
 9. In addition to preparing the final Drawings and Specifications, assist Owner with assembly of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner. Furnish for review by Owner, its legal counsel, and other advisors, an electronic and one hard copy of the final full-size Drawings and Specifications, assembled drafts of other Construction Contract Documents, and any other Final Design Phase deliverables, within 45 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days, Owner and Construction Manager will review Final Design Phase Documents and be prepared to provide comments to Engineer in review meeting. Meet with Owner and Construction Manager to receive comments on Final Design Phase.
 10. Provide final drawings and specifications to Construction Manager for finalization of guaranteed maximum price, as required.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit one hard copy and electronic copy of final documents to Owner and one hard copy and electronic copy to Construction Manager within two weeks of receipt of Owner's comments and instructions.
- B. 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, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. 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. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Procurement Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, and bidding-related documents (or requests for proposals or other construction procurement documents) and upon written authorization by Owner to proceed, Engineer shall assist Construction Manager and Owner in the procurement of the construction work by:

1. Provide electronic bidding documents to the Construction Manager for distribution to prospective bidders.
 2. Prepare clarifications and/or addended Construction Documents to delineate bidding package, if any, and if requested.
 3. Attend one pre-bid conference, if any.
 4. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 5. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 6. Consult with Owner as to the qualifications of prospective contractors.
 7. Consult with Owner, if requested, 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 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.
 9. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Procurement Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. 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 (2020 Edition), prepared by the Engineers Joint Contract Documents Committee with revisions by the Engineer, or other construction general conditions specified in this Agreement. 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, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing. Copies of Engineer-revised document are available for review by Owner.

2. *Resident Project Representative (RPR)*: Not included in Basic Services.
3. *Selection of Independent Testing Laboratory*: Assist Owner and Construction Manager in the selection of an independent testing laboratory to perform the services identified in the Contract.
4. *Pre-Construction Conference*: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Construction Manager jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *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.
7. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Construction Manager is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks*: Are not included in basic services, except as stated above.
9. *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 on a monthly basis, 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 or his designated representative, 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

Exhibit A—Engineer's Services.

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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 the Resident Project Representative, 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.

- 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 and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall 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 the 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.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 12. *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.

13. *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 (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) 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.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *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.
16. *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.
17. *Shop Drawings, Samples, and Other Submittals:* Review and take appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
19. *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 determining that 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. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether the Work is fabricated, installed, or completed.
20. *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 shall 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.
21. *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, to the best 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.

22. *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. 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 shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site 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.
24. Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
25. *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.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, 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.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the 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 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.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the 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.

2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
3. 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.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
6. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
7. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
8. Undertaking investigations and studies including, but not limited to:
 - a. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - b. preparation of appraisals;
 - c. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

Exhibit A—Engineer's Services.

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- d. detailed quantity surveys of materials, equipment, and labor; and
 - e. audits or inventories required in connection with construction performed or furnished by Owner.
9. Furnishing services of Consultants for other than Basic Services.
 10. Providing data or services of the types described in the Contract, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 11. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C.
 - 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.
 12. 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 (Part 1 of Exhibit A).
 13. 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.
 14. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 15. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Exhibit F.
 16. 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.
 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

Exhibit A—Engineer's Services.

19. 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.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and taking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. 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).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
30. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
31. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
32. 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)

Exhibit A—Engineer's Services.

acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

33. 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.
34. 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.
35. Reviewing a Shop Drawing or other contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
36. 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.

EXHIBIT B—DELIVERABLES SCHEDULE

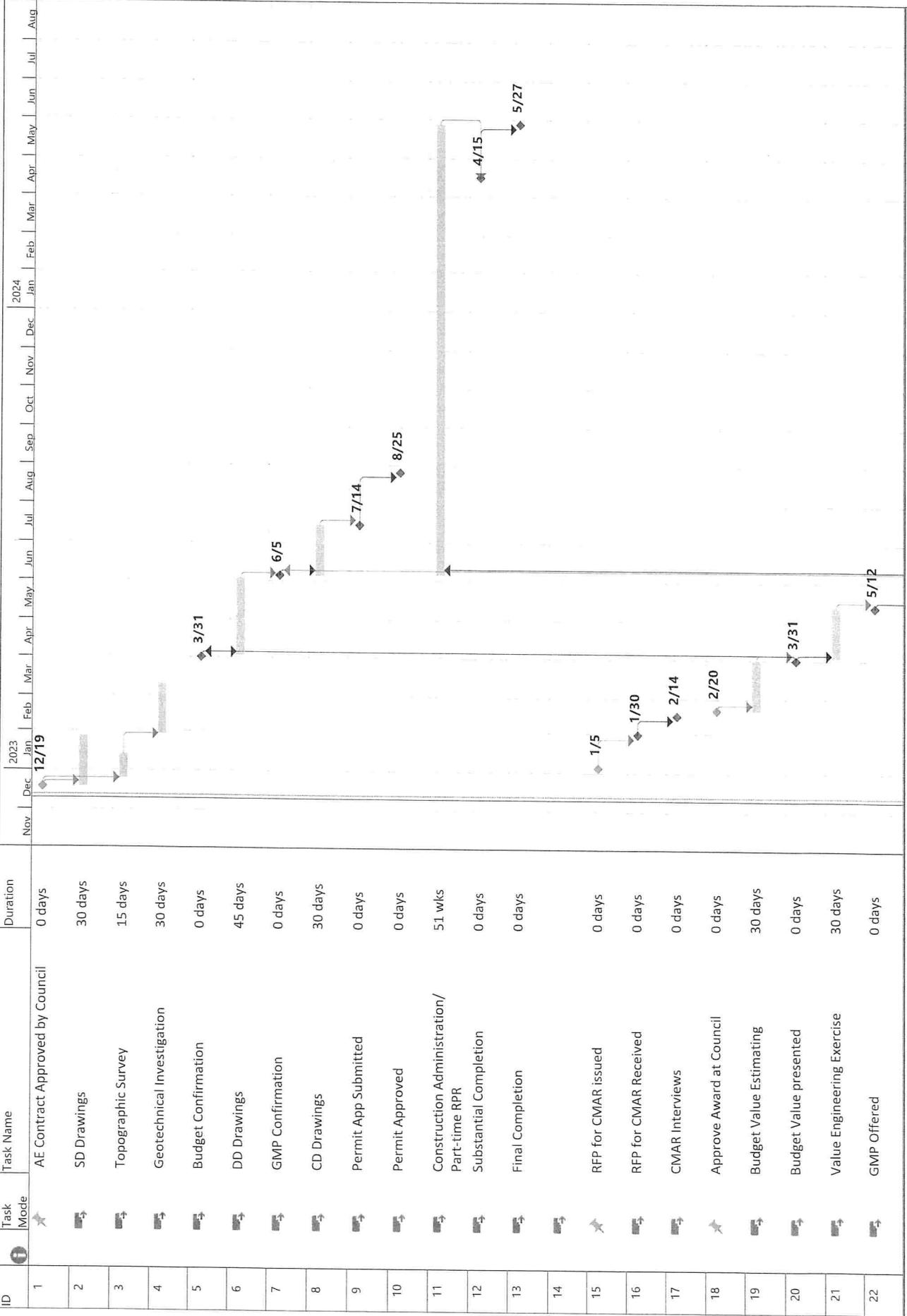
In accordance with paragraph 3.02 of the agreement, the work will be completed in the general time frames presented in the Gantt chart included herein. In addition to the Gantt Chart, Engineer and Owner acknowledge that certain activities are beyond the control of the Engineer. These include, but are not necessarily limited to:

1. Owner's review and response to deliverables provided by Consultant. Two weeks are allowed for each deliverable of progress drawings and final drawings.
2. State's review and response from State for Construction Permit. One month is allowed in the schedule between application submittal and final approval. This includes receiving and responding to comments from the State.
3. Owner's selection and procurement of Construction Manager services within in the timeframes indicated on the attached Gantt Chart.
4. Construction Manager's submittal of Budget Value Estimate and Guaranteed Maximum Price within the timeframes indicated on the attached Gantt Chart.
5. Scope of redesign and re-engineering, if any, at the design development phase, based Construction Manager's budget. Two months are allowed in the Gantt Chart schedule between Budget Value Estimate and Guaranteed Maximum Price. This time must include decisions made by Owner to revise scope of work, if required, then time for Engineer to revise Design Development Drawings accordingly, and then time for Construction Manager to revise Construction Budget to offer Guaranteed Maximum Price.

Exhibit B—Deliverables Schedule.

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McCook Municipal Swimming Pool



McCook Municipal Swimming Pool

ID	Task Mode	Task Name	Duration	2023	2024																					
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
23	★	GMP Approved at Council	0 days																							
24	📅	CD Drawings	30 days																							
25	📅	Permit App Submitted	0 days																							
26	📅	Permit Approved	0 days																							
27	📅	NTP on Demolition	0 days																							
28	📅	Demolition, Site Prep, Site Utilities	45 days																							
29	📅	NTP on Construction	0 days																							
30	📅	Construction	44 wks																							
31	📅	Substantial Completion	0 days																							
32	📅	Final Completion	0 days																							
33	📅	<New Task>																								
34	🔄	Council Meetings	370 days																							
71	📅																									
72	📅																									
73	📅																									
74	📅																									
75	📅																									
76	📅																									
77	📅																									
78	📅																									
79	📅																									

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: **City of McCook, Nebraska**
Engineer: **Lamp Rynearson, Inc.**
Project: **McCook Municipal Aquatic Center**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

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

Description of Modifications:

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

Agreement Summary:

Original agreement amount: \$
Net change for prior amendments: \$
This amendment amount: \$
Adjusted Agreement amount: \$
Change in time for services (days or date, as applicable):

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

Owner

(typed or printed name of organization)

By: _____

(individual's signature)

(Attach evidence of authority to sign.)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Engineer

(typed or printed name of organization)

By: _____

(individual's signature)

(Attach evidence of authority to sign.)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

FOR PURPOSES OF THIS EXHIBIT, TERMS CONSTRUCTION MANAGER AND CONTRACTOR ARE THE SAME; THEY REPRESENT THE PARTY DIRECTLY CONTRACTED WITH THE OWNER FOR THE CONSTRUCTION OF THE PROJECT. ARTICLE 1 - SERVICES OF ENGINEER

RESIDENT PROJECT REPRESENTATIVE SERVICES

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

1.01 Resident Project Representative; if authorized by Owner in writing as additional services:

- 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 may provide full time representation or may provide representation to a lesser degree.
- 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: 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.

Exhibit D—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative.

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- 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, contractor-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

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.
8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

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

1.01 Electronic Documents Protocol

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

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

2. System Infrastructure for Electronic Document Exchange

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

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

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

B. Software Requirements for Electronic Document Exchange; Limitations

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

C. Format and Distribution of Deliverables

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

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

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

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later.			
DWG	Autodesk® AutoCAD. dwg format Version [number].			
DOC	Microsoft® Word. docx format Version [number].			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

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

1.01 Insurance Policies and Limits

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

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
Other Insurance [Specify]	
Each Claim	N.A.
General Aggregate	N.A.

Exhibit G—Insurance.

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

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

1.02 Additional Insureds

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

Name of Additional Insured	Address
Lamp Rynearson, Inc.	14710 W Dodge Rd, Ste 100, Omaha, NE 68154
PKMR	13300 West 98th Street Lenexa, Kansas 66215
Packard Engineering	21021 Oak Drive, Belton, MO 64012
W Design Associates	214 East 1st Street McCook, NE 69001

Exhibit G—Insurance.

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

Exhibit G—Insurance.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraphs 1.01, Mutual Indemnification and 1.02, Limitation of Engineer's Liability:

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of **\$500,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
- B. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, 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 negligence, professional errors or omissions, strict liability, breach of contract,

Exhibit I—Limitation of Liability.

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indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

- C. 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. 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, Subconsultants, and Engineer's Subcontractors 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 negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
 2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed **\$50,000**.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

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

1. A Lump Sum amount of **\$326,000.00** based on the following estimated distribution of compensation:

a. Preliminary/Design Development Phase	<u>\$110,000.00</u>
b. Final Design Phase	<u>\$140,000.00</u>
c. Permitting and Procurement Phase	<u>\$21,000.00</u>
e. Construction Phase	<u>\$55,000.00</u>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **Permit application fee, unless covered by Owner.**

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **18** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

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

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

- 2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment
- A. Owner shall pay Engineer for Resident Project Representative Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
 2. The total compensation under this paragraph is estimated to be **\$48,000** based upon part-time RPR services of no more than 500 hours, which is approximately an average of about 12 hours per week for 42 weeks.,
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.
 2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.10**.
- C. Other Provisions Concerning Payment
1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

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

Compensation Packet RPR-2: Resident Project Representative—Standard Hourly Rates.

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billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.10**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **March 31**) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

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

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

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

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

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.10**.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.10**.
2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

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3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **March 31** to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

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

**LAMP RYNEARSON, INC.
MISCELLANEOUS CHARGES
March 28, 2021 – March 26, 2022**

A. SUBSISTENCE:

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

B. TRAVEL COSTS

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

C. FIELD SUPPLIES:

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

D. REPRODUCTIONS AND PLOTS:

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

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

F. FILING FEES AND OTHER COSTS ADVANCED:

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

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

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

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

**Lamp Ryneerson, Inc.
Hourly Rate Schedule
March 28, 2021 - March 26, 2022**

Category	Category Description	Billing Rates
PRINCIPALS		HOURLY RATE
100	Principal I	\$ 219.00
101	Principal II	\$ 243.00
102	Principal III	\$ 268.00
103	Principal IV	\$ 292.00
104	Principal V	\$ 316.00
SENIOR ADVISOR		HOURLY RATE
270	Senior Advisor	\$ 243.00
GROUP LEADERS		HOURLY RATE
225	Group Leader I	\$ 158.00
226	Group Leader II	\$ 175.00
227	Group Leader III	\$ 193.00
228	Group Leader Senior I	\$ 210.00
229	Group Leader Senior II	\$ 227.00
230	Group Leader Senior III	\$ 244.00
240	Group Leader Senior IV	\$ 261.00
PRACTICE LEAD		HOURLY RATE
276	Practice Lead I	\$ 150.00
277	Practice Lead II	\$ 181.00
278	Practice Lead III	\$ 216.00
279	Practice Lead IV	\$ 250.00
PROJECT MANAGERS		HOURLY RATE
123	Project Manager I	\$ 127.00
124	Project Manager II	\$ 138.00
125	Project Manager III	\$ 148.00
271	Project Manager IV	\$ 159.00

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

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272	Project Manager V	\$	171.00
273	Project Manager VI	\$	183.00
274	Project Manager VII	\$	194.00
275	Project Manager VIII	\$	208.00
126	Project Manager Senior I	\$	148.00
127	Project Manager Senior II	\$	164.00
128	Project Manager Senior III	\$	175.00
129	Project Manager Senior IV	\$	183.00
130	Project Manager Senior V	\$	194.00
241	Project Manager Senior VI	\$	208.00
261	Project Manager Senior VII	\$	233.00
TECHNICAL EXPERTS			HOURLY RATE
282	Technical Expert I	\$	158.00
283	Technical Expert II	\$	193.00
284	Technical Expert III	\$	227.00
285	Technical Expert IV	\$	258.00
PROJECT ENGINEERS			HOURLY RATE
115	Project Engineer I	\$	94.00
116	Project Engineer II	\$	105.00
117	Project Engineer III	\$	115.00
118	Project Engineer IV	\$	125.00
234	Project Engineer V	\$	135.00
119	Project Engineer Senior I	\$	127.00
120	Project Engineer Senior II	\$	139.00
121	Project Engineer Senior III	\$	162.00
122	Project Engineer Senior IV	\$	173.00
242	Project Engineer Senior V	\$	194.00
243	Project Engineer Senior VI	\$	212.00
260	Project Engineer Senior VII	\$	225.00
PROJECT ARCHITECT			HOURLY RATE
288	Project Architect I	\$	119.00
ENGINEERING INTERNS			HOURLY RATE
105	Engineering Intern I	\$	61.00
106	Engineering Intern II	\$	72.00
LAND PLANNERS			HOURLY RATE
262	Landscape Architect Intern	\$	51.00
207	Landscape Architect I	\$	80.00
208	Landscape Architect II	\$	90.00
209	Landscape Architect III	\$	99.00
210	Landscape Architect IV	\$	109.00
211	Landscape Architect Senior I	\$	122.00
212	Landscape Architect Senior II	\$	135.00
213	Landscape Architect Senior III	\$	153.00

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

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214	Landscape Architect Senior IV	\$	171.00
215	Landscape Architect Senior V	\$	189.00
265	Landscape Architect Senior VI	\$	207.00
HYDROGEOLOGIST		HOURLY RATE	
244	Hydrogeologist IV	\$	112.00
GIS		HOURLY RATE	
198	G.I.S. Intern I	\$	51.00
199	G.I.S. Intern II	\$	60.00
200	G.I.S. Technician	\$	69.00
201	G.I.S. Specialist I	\$	79.00
202	G.I.S. Specialist II	\$	88.00
245	G.I.S. Specialist III	\$	98.00
203	G.I.S. Specialist Senior I	\$	96.00
204	G.I.S. Specialist Senior II	\$	105.00
205	G.I.S. Specialist Senior III	\$	113.00
206	G.I.S. Manager	\$	155.00
3D SERVICES		HOURLY RATE	
216	3D Application Specialist I	\$	102.00
217	3D Application Specialist II	\$	112.00
218	3D Application Specialist III	\$	124.00
219	3D Application Specialist Senior I	\$	129.00
PROJECT DESIGNERS AND ADMINISTRATORS		HOURLY RATE	
107	Project Designer I	\$	76.00
108	Project Designer II	\$	89.00
109	Project Designer III	\$	97.00
110	Project Designer IV	\$	108.00
231	Project Designer Senior I	\$	118.00
232	Project Designer Senior II	\$	132.00
233	Project Designer Senior III	\$	147.00
111	Project Administrator I	\$	72.00
112	Project Administrator II	\$	82.00
113	Project Administrator III	\$	95.00
114	Project Administrator IV	\$	102.00
ENGINEERING/CAD TECHNICIANS		HOURLY RATE	
131	Engineering Technician I	\$	70.00
132	Engineering Technician II	\$	79.00
133	Engineering Technician III	\$	92.00
134	Engineering Technician IV	\$	97.00
135	Engineering Technician Senior I	\$	90.00
136	Engineering Technician Senior II	\$	97.00
137	Engineering Technician Senior III	\$	107.00
138	Engineering Technician Senior IV	\$	111.00
139	CAD Manager	\$	145.00

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

Appendix 2: Standard Hourly Rates Schedule.

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CONSTRUCTION ENGINEERS		HOURLY RATE
189	Construction Engineer I	\$ 86.00
190	Construction Engineer II	\$ 96.00
191	Construction Engineer III	\$ 105.00
192	Construction Engineer IV	\$ 114.00
194	Construction Engineer Senior I	\$ 121.00
195	Construction Engineer Senior II	\$ 133.00
196	Construction Engineer Senior III	\$ 149.00
197	Construction Engineer Senior IV	\$ 167.00
221	Construction Engineer Senior V	\$ 186.00
246	Construction Engineer Senior VI	\$ 206.00
286	Construction Engineering Lead I	\$ 180.00
287	Construction Engineering Lead II	\$ 194.00
STORMWATER TECHNICIANS		HOURLY RATE
252	Stormwater Technician I	\$ 70.00
253	Stormwater Technician II	\$ 79.00
254	Stormwater Technician III	\$ 87.00
255	Stormwater Technician IV	\$ 96.00
256	Stormwater Technician Senior I	\$ 88.00
257	Stormwater Technician Senior II	\$ 96.00
258	Stormwater Technician Senior III	\$ 103.00
259	Stormwater Technician Senior IV	\$ 111.00
CONSTRUCTION OBSERVERS		HOURLY RATE
181	Observer I	\$ 55.00
182	Observer II	\$ 65.00
183	Observer III	\$ 76.00
184	Observer IV	\$ 87.00
185	Observer V	\$ 97.00
CONSTRUCTION COORDINATORS		HOURLY RATE
186	Construction Coordinator I	\$ 95.00
187	Construction Coordinator II	\$ 104.00
188	Construction Coordinator III	\$ 114.00
LAND SURVEYORS		HOURLY RATE
167	*Land Surveyor I	\$ 110.00
168	Land Surveyor II	\$ 124.00
169	Land Surveyor III	\$ 141.00
170	Land Surveyor Senior I	\$ 159.00
171	Land Surveyor Senior II	\$ 179.00
172	Survey Project Manager I	\$ 92.00
173	Survey Project Manager II	\$ 114.00
174	Survey Project Manager III	\$ 126.00
175	Survey Project Manager Senior I	\$ 147.00
176	Survey Project Manager Senior II	\$ 160.00

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

Appendix 2: Standard Hourly Rates Schedule.

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222	Survey Project Manager Senior III	\$	172.00
SURVEY OFFICE/CAD TECHNICIANS		HOURLY RATE	
177	Survey Technician I	\$	73.00
178	Survey Technician II	\$	83.00
179	Survey Technician Senior I	\$	87.00
180	Survey Technician Senior II	\$	94.00
248	Survey Technician Senior III	\$	102.00
PARTY CHIEFS		HOURLY RATE	
164	<i>*Party Chief I</i>	\$	85.00
165	<i>*Party Chief II</i>	\$	96.00
166	<i>*Party Chief III</i>	\$	106.00
SURVEY FIELD CREW		HOURLY RATE	
160	<i>*Field Technician Apprentice I</i>	\$	47.00
247	<i>*Field Technician Apprentice II</i>	\$	57.00
161	<i>*Field Technician I</i>	\$	68.00
162	<i>*Field Technician II</i>	\$	75.00
163	<i>*Field Technician III</i>	\$	85.00
PILOT		HOURLY RATE	
249	Pilot	\$	105.00
OFFICE		HOURLY RATE	
280	Accountant	\$	86.00
154	Accounting Assistant I	\$	57.00
155	Accounting Assistant II	\$	67.00
156	Accounting Assistant III	\$	77.00
236	Administrative Intern	\$	40.00
140	Administrative Assistant I	\$	51.00
141	Administrative Assistant II	\$	61.00
142	Administrative Assistant Senior I	\$	70.00
235	Administrative Assistant Senior II	\$	80.00
143	Administrative Coordinator	\$	81.00
281	Billing Specialist	\$	77.00
220	Client Development Manager I	\$	106.00
223	Client Development Manager II	\$	126.00
224	Client Development Manager III	\$	145.00
263	Client Development Manager IV	\$	164.00
264	Client Development Manager V	\$	187.00
159	Client Development Director	\$	175.00
266	Client Manager I	\$	114.00
267	Client Manager II	\$	128.00
268	Client Manager III	\$	142.00
157	Controller	\$	184.00
153	Graphic Designer I	\$	79.00
250	Graphic Designer II	\$	89.00

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

Appendix 2: Standard Hourly Rates Schedule.

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237	HR Assistant I	\$	59.00
238	HR Coordinator Senior I	\$	86.00
158	HR Manager	\$	152.00
147	IT Applications Manager	\$	150.00
148	IT Manager	\$	168.00
144	IT Intern I	\$	49.00
145	IT Technician I	\$	59.00
146	IT Technician II	\$	72.00
149	Marketing Assistant I	\$	50.00
150	Marketing Assistant II	\$	63.00
151	Marketing Coordinator I	\$	75.00
152	Marketing Coordinator II	\$	88.00
239	Office Services Manager	\$	105.00
251	Organizational Development Specialist	\$	96.00
269	Organizational Development Lead	\$	112.00

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

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

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