

**CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
MAY 11, 2020, 5:30 PM**

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A. NOTICE TO PUBLIC

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve Minutes, April 27, 2020, And Bill List Of \$1,256,693.12

Documents:

[2020-04-27_Council Minutes.pdf](#)

[2020-05-11_BILL LIST.pdf](#)

2. Reappoint Paul Peglow To Civil Service Commission, Term Expires 4/1/2022

Documents:

3. Receipt Of Building Permit Report - April 2020

Documents:

[0420.pdf](#)

4. Receipt Of Fire Department Annual Report
2019 Fire Department Annual Report.

Documents:

[Annual Report 2019.pdf](#)

5. RESOLUTION 2020-121 APPROVING QUOTE AND AWARD TO NUTRI-JECT SYSTEMS, INC. FOR THE CLEANING AND DISPOSAL OF BIOSOLIDS FOR THE DIGESTER #1 CLEANING PROJECT, IN THE AMOUNT OF \$56,000.00

Documents:

[Res accept quote and award contract WPCPdoc.pdf](#)
[WPCP memo.pdf](#)
[MetroAg Quote.pdf](#)
[Nutriject Quote.pdf](#)

6. RESOLUTION 2020-122 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1997 KAWASAKI MULE

Documents:

[05-11-2020_2020 - Res Declare Surplus Equipment 1997 Kawasaki Mule.pdf](#)

7. RESOLUTION 2020-123 APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR E. MERLE HIBBS ROAD CONSTRUCTION PROJECT ECO19001 FOR MCCLURE ENGINEERING CO. AN INCREASE OF \$27,500.00

Documents:

[ECO19001 Engineering Amendment.pdf](#)
[Construction Survey Proposal for Merle Hibbs - Marshalltown, IA \(1\).pdf](#)

8. RESOLUTION 2020-124 SUPPORTING A FEDERAL BUILD GRANT APPLICATION FOR THE HIGHWAY 14/NORTH 3RD AVENUE RECONSTRUCTION

Documents:

[Res Support BUILD Grant.pdf](#)

9. RESOLUTION 2020-125 ACCEPTING CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM FY 2020 BJA FORMULA GRANT AWARD IN THE AMOUNT OF \$60,953.00

Documents:

[05_11_2020_Coronavirus Emergency Supplemental Funding Grant Award.pdf](#)
[Budget Detail worksheet.pdf](#)
[Coronavirus Emergency Supplemental Funding Program.pdf](#)

10. RESOLUTION 2020-126 ORDERING CONSTRUCTION OF THE E. MERLE HIBBS PROJECT ECO19001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[ECO19001 Memo to Order Construction.pdf](#)
[ECO19001 Official Notice of Hearing and Letting.pdf](#)
[ECO19001 Opinion of Probable Costs East Merle Hibb Ext.pdf](#)
[ECO19001 E. Merle Hibbs Boulevard Ext Specs Final.pdf](#)
[Order Construction.pdf](#)

11. RESOLUTION 2020-127 SETTING DATE FOR PUBLIC HEARING ON AN AMENDMENT TO A DEVELOPMENT AGREEMENT WITH FLINT HILLS HOLDINGS, TO INCREASE ECONOMIC DEVELOPMENT PAYMENTS TO AN AMOUNT NOT TO EXCEED \$575,000

Hearing date, May 26, 2020, 5:30 PM

Documents:

[SetHrngAMENDRebateAgmtFlintHillsHousingMarshalltown422742-36-v1.pdf](#)
[Development Agreement FlintHills Holdings Marshalltown422742-36-v1.pdf](#)
[Marshalltown TIF Request 4.23.2020.pdf](#)
[Memo Flint Hills TIF Request.pdf](#)

12. RESOLUTION 2020-136 APPROVING CONTRACT CHANGE ORDER #4 FOR THE 2017 MANHOLE AND POINT REPAIR PROJECT #59016002 AN INCREASE OF \$52,796.00

Documents:

[ResChange order .doc](#)
[59016002 Manhole and Point Repair Change Order 4 Memo.pdf](#)

13. RESOLUTION 2020-139 APPROVING CONTRACT CHANGE ORDER #18 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION

PROJECT, AN INCREASE OF \$ 25,383.57

Documents:

[05-11-2020_2020-_Memo on Coliseum Change Order 18.pdf](#)
[05-11-2020_2020-_Res for VMC CHANGE ORDER 18.pdf](#)
[Garling CO 18 - Over-excavation of elevator shaft new addition.pdf](#)

G. MOTIONS

1. Approval Of Renewal Applications For State Of Iowa Retail Cigarette, Tobacco, Nicotine And Vapor Licenses, Through 6/30/2021

Applications received through 5/4/2020:

Golden Land Inc 11 E State St
Dollar General Store, 2413 S Center St
Dollar General Store, 408 S 9th St
Fareway Stores, 102 W Anson St
Marshall BWS, 11 N 3rd Ave
Marshall Tobacco & Vape Shop, 19 W Main St
Yesway, 1701 Iowa Avenue W

Documents:

[2020-05-11_ thu 05042020 partial cigarette applications thru.pdf](#)

H. RESOLUTIONS

1. RESOLUTION 2020-128 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE RIVERVIEW PARK STORM WATER PUMP STATION RETAINING WALL AND PAVING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO.SMW20001 IN THE AMOUNT OF \$211,700.00

Documents:

[SMW20001Res Accept Bid Riverview Retaining Wall.pdf](#)
[SMW2001 Riverview.pdf](#)
[SMW2001Barscreen Council Memo1.pdf](#)
[SMW20001 Retaining Wall and Paving Bid from Woodruff 20200428.pdf](#)

2. RESOLUTION 2020-129 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE TIMBER CREEK PEDESTRIAN BRIDGE RECONSTRUCTION PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. PRK18001 IN THE AMOUNT OF \$349,910.80

Documents:

[Timber Creek.pdf](#)
[Res Accept Bid Timber Creek.pdf](#)

3. RESOLUTION 2020-130 REJECTING ALL BIDS FOR THE 2020

STREET MAINTENANCE PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA BEING PROJECT NO. STR20001

Documents:

[Bid Rejection.pdf](#)

4. RESOLUTION 2020-131 ACCEPTING BID OF AND AUTHORIZING
THE AWARD OF CONTRACT FOR THE NE FEMA STREET REPAIR
PROJECT #FEMA18004, IN THE AMOUNT OF \$1,546,167.40, TO
CONSTRUCT INC.

Accept Bid and Award Construction Contract – ConStruct, Inc. for the
NE FEMA Street Repair Project (FEMA18004) in the amount of
\$1,546,167.40.

Documents:

[05-11-2020_2020-131_FEMA18004 Bid Tabulation NE FEMA
Street.pdf](#)

[05-11-2020_2020-131_FEMA18004 Memo Accept Bid Award
Contract.pdf](#)

[05-11-2020_2020-131_FEMA18004 Notice of Award.pdf](#)

[05-11-2020_2020-131_FEMA18004 Res Accept Bid NE
FEMA Street Repair.pdf](#)

1. RESOLUTION 2020-132 APPROVING A GRANT AGREEMENT
WITH JOEL BOTELLO FOR EXTERIOR WALL REPAIRS AT 27
NORTH CENTER STREET

Documents:

[Res Botello Shared Wall Grant Agreement.pdf](#)

[Memo on 27 N Center Agreement.pdf](#)

[27 N Center Shared Wall Grant Agreement.pdf](#)

[0_botello-estimate.pdf](#)

5. RESOLUTION 2020-133 ADOPTING A MULTI-HAZARD EMERGENCY
OPERATIONS PLAN AND EMERGENCY SUPPORT FUNCTIONS

Documents:

[Res Approving EOP ESFs.pdf](#)

[Memo on EOP ESFs.pdf](#)

[Marshalltown EOP 5.11.pdf](#)

[ESF 1 -Transportation.pdf](#)

[ESF 2 - Communications for Council.pdf](#)

[ESF 3 - Public Works and Engineering 10-19.pdf](#)

[City of Marshalltown ESF-4.pdf](#)

[City of Marshalltown ESF-5.pdf](#)

[ESF 6 - Evacuation, Mass Care, Housing, Human Services for
Council.pdf](#)

[City of Marshalltown ESF-7.pdf](#)

[ESF8-Pub Health and Med Svcs-Marshall 4-16.pdf](#)

[ESF 9 - Search and Rescue Marshall County updated 4-17.pdf](#)

ESF 10 HazMat updated 10-19.pdf
ESF 11- Agriculture, Natural Resources, and Pets -UPDATE 2
6-20-18.pdf
ESF 12 - Energy Marshall County 10-19.pdf
ESF 13- Public Safety and Security for Council.pdf
City of Marshalltown ESF-14 for Council.pdf
ESF 15- Public Information.pdf

6. RESOLUTION 2020-134 AMENDING A DEVELOPMENT
AGREEMENT WITH DANI AND GARRETT GOODMAN FOR A
CATALYST BUILDING GRANT TOTALING \$250,000

Documents:

Res for Amending Goodman Catalyst Agreement.pdf
03-23-2020_2020-084_SIGNED Res Agreement Goodman
Catalyst.pdf

7. RESOLUTION 2020-135 AMENDING A DEVELOPMENT
AGREEMENT WITH FLINT HILLS HOLDINGS FOR A CATALYST
BUILDING GRANT TOTALING \$175,000

Documents:

Res Amending Flint Hills Catalyst Agreement.pdf
03-23-2020_2020-085_SIGNED Res Agreement Flint Hills
Catalyst.pdf

8. PUBLIC HEARING AND RESOLUTION 2020-137 APPROVING
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR
THE ANSON PARK SHELTER, PROJECT NO. PRK20001

Link to Bid Posting [https://www.marshalltown-ia.gov/Bids.aspx?
BidID=76](https://www.marshalltown-ia.gov/Bids.aspx?BidID=76)

Documents:

04-27-2020_2020-_PRK20001 Memo on Public Hearing for
Anson Park Shelter.pdf
RESOLUTION 2020-___ APPROVING PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND COST FOR
THE ANSON PARK SHELTER, PROJECT NO. PRK20001.pdf

9. PUBLIC HEARING AND RESOLUTION 2020-138 APPROVING
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR
THE S. 6TH ST & MERLE HIBBS CULVERT REPAIR PROJECT NO.
SMW19002

Link to bid posting: [https://www.marshalltown-ia.gov/Bids.aspx?
BidID=72](https://www.marshalltown-ia.gov/Bids.aspx?BidID=72)

Documents:

Public Hearing Reso.pdf
04-27-2020_2020-110_04-27-2020 SMW19002 Memo to
Order Construction.pdf

I. **ORDINANCES**

1. **ORDINANCE 14996 TO AMEND CITY CODE OF ORDINANCES RELATING TO DOGS AT LARGE, First Reading, Request To Waive Additional Readings.**

No public hearing required. See memo regarding staff request to waive second and third readings.

Documents:

[14996_Ordinance-Dogs At Large - to fix.pdf](#)

[14996_memo Dog at Large Ordinance Revision.pdf](#)

J. **DISCUSSION**

1. **FY20 General Fund Budget Update**

Documents:

[FY20 Budget Update memo.pdf](#)

[FY20 Revenue Budget Update.pdf](#)

K. **PUBLIC COMMENT**

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

L. **ADJOURN**

MISSION STATEMENT

The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. www.marshalltown-ia.gov

Council proceedings

April 27, 2020

Mayor Greer called the meeting to order at 5:30 PM, April 27, 2020, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin. Cahill, Martin and Wirin fully participated via speakerphone. Due to COVID-19 imposed distancing, the public attended via Go-To-Meeting, and had options to present written comments prior to the meeting, as well as during the meeting via the interactive live-stream meeting.

CONSENT AGENDA:

Gowdy moved to adopt the consent agenda, Approve Minutes, April 13, 2020, Bill List \$ 923,082.16; Reappoint Steve Valbracht to Plan Zoning; Appoint Leon Lamer And Deborah Ewoldt To Solid Waste Management Commission; Approve Two New Tree Trimmer Licenses, FINCO TREE/WOOD SERVICE And CODY'S TREE SERVICE; March 2020 Financial Statements; Q1 Strategic Plan Update: RESOLUTION 2020-104 APPROVING A LISTING AGREEMENT WITH FIVE STAR REAL ESTATE GROUP FOR THE SOUTHRIDGE ESTATES SUBDIVISION; RESOLUTION 2020-106 APPROVING AN ENVIRONMENTAL COVENANT TO BE FILED FOR 12 EAST STATE STREET AS A CONTAMINATED SITE; RESOLUTION 2020-107 AWARDED THE CONTRACT FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF SIX RESIDENTIAL PROPERTIES TO LANSING BROTHERS CONSTRUCTION COMPANY INC. AT A COST OF \$96,340; RESOLUTION 2020-108 TO EXTEND THE FAÇADE GRANT WORK AT 19-21 S. 2nd AVENUE, MARSHALL TOWN, IOWA; RESOLUTION 2020-109 ORDERING CONSTRUCTION OF THE ANSON PARK SHELTER PRK19001 AND SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-110 ORDERING CONSTRUCTION OF THE S. 6th ST & W. MERLE HIBBS PROJECT SMW19002 SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-111 TO APPROVE FEDERAL CARES ACT GRANT AGREEMENT #2020-010-00-FY20 FOR OPERATIONAL EXPENSES FOR THE MARSHALLTOWN TRANSIT FACILITY; RESOLUTION 2020-112 TO APPROVE FEDERAL CARES ACT GRANT AGREEMENT #4040-0004 FOR OPERATIONAL EXPENSES FOR THE MARSHALLTOWN MUNICIPAL AIRPORT; second by Isom. Motion carried 7-0.

Isom moved to adopt RESOLUTION 2020-105 APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE MARSHALL TOWN CENTRAL BUSINESS DISTRICT FOR \$35,000 FOR OPERATION SUPPORT DUE TO THE COVID-19 PANDEMIC, second by Martin. Thompson asked if the position should be a city position. Kinser answered that the MCBF is governed by a separate board and is concerned about the cost of providing benefits for that position, and the MCBF board is working to propose a solution. Resolution adopted 6-1, Thompson dissenting.

MOTIONS:

Thompson moved to hold the council meeting time for Tuesday, May 26, 2020, at 5:30 PM, following Memorial Day Holiday, second by Isom. Motion carried 7-0.

Martin moved to adopt Approve New Liquor License For Dollar General Store #21858.1 04 W State Street, second by Gowdy. Motion carried 5-2, Hoop and Isom dissenting.

RESOLUTIONS:

Isom moved to adopt RESOLUTION 2020-113 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE CONCRETE REPAIR PHASE III PROJECT WPC19001, second by Thompson. This project was rebid, as the last bidding all the bids were significantly over the engineer's estimate. This time around, the bids were slightly over the estimate of \$275,000, however, the WPC Capital Improvement fund has budget to proceed with the project, recommending Woodruff Construction. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-114 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE SOUTH 7TH AVENUE EXTENSION TO EAST SOUTH RIDGE ROAD PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. ECO1800 I IN THE AMOUNT OF \$163,449.50, second by Martin. The project extends S 7th Avenue in Cross Country Estates northerly to E Southridge Street, providing a secondary egress for those residents. Construct was awarded the bid, exceeding the \$150,000 engineer's estimate. Resolution adopted 7-0.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open for RESOLUTION 2020-115 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE CONSTRUCTION OF THE HANGAR BUILDING, TERMINAL BUILDING AND SITE IMPROVEMENTS PROJECT #APR19001 at 5:51 PM. There were no written comments, nor any public comments from the interactive web meeting. Mayor Greer closed the public hearing at 5:54 PM. Thompson moved to adopt RESOLUTION 2020-115 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE CONSTRUCTION OF THE HANGAR BUILDING, TERMINAL BUILDING AND SITE IMPROVEMENTS PROJECT #APR19001, second by Isom. Resolution adopted 6-1, Hoop dissenting.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open for RESOLUTION 2020-116 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE VAULT IMPROVEMENTS AT THE MARSHALL TOWN MUNICIPAL AIRPORT PROJECT #APR19002 at 5:54 PM. There were no written comments, nor any public comments from the interactive web meeting. The vault contains communication and electrical equipment. Mayor Greer closed the public hearing at 5:57 PM. Isom moved to adopt RESOLUTION

2020-116 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE VAULT IMPROVEMENTS AT THE MARSHALLTOWN MUNICIPAL AIRPORT PROJECT #APRI9002, second by Gowdy. Resolution adopted 6- 1, Hoop dissenting.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open for AND RESOLUTION 2020-117 APPROVING PLANS , SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 2020 STREET MAINTENANCE, PROJECT NO. STR2000 I at 5:57 PM. There were no written comments, nor any public comments from the interactive web meeting. Mayor Greer closed the public hearing at 5:58 PM. Isom moved to adopt PUBLIC HEARING AND RESOLUTION 2020-117 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 2020 STREET MAINTENANCE, PROJECT NO. STR20001, second by Martin. Resolution adopted 7-0.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open for RESOLUTION 2020-118 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE RETAINING WALL AT RIVERVIEW PARK STORMWATER PUMP STATION, PROJECT NO. SMW20001 at 5:58 PM. There were no written comments, nor any public comments from the interactive web meeting. Mayor Greer closed the public hearing at 6:03 PM. Thompson moved to adopt RESOLUTION 2020-118 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE RETAINING WALL AT RIVERVIEW PARK STORMWATER PUMP STATION, PROJECT NO. SMW20001, second by Isom. Resolution adopted 7-0.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open for RESOLUTION 2020-119 APPROVING PLANS. SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE FEMA STREETS PROJECT NO. FEMA 18004 at 6:03 PM. There were no written comments. nor any public comments from the interactive web meeting. The project is for street, ADA sidewalk and curb repair relative to tornadic destruction in July 2018. Mayor Greer closed the public hearing at 6:08 PM. Isom moved to adopt RESOLUTION 2020-1 I 9 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE FEMA STREETS PROJECT NO. FEMA 18004, second by Gowdy. Resolution adopted 7-0.

PUBLIC HEARING - project plans and specifications

Mayor Greer declared the public hearing open for RESOLUTION 2020-120 APPROVING PLANS. SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE TIMBER CREEK PEDESTRIAN BRIDGE, PROJECT NO. PRK 1800 I, at 6:09 PM. There were no written comments, nor any public comments from the interactive web meeting. The bridge will be replaced and the existing bridge can be reused on the bike trail. The new bridge will span the flood plain, and be three times as long. Mayor Greer closed the public hearing at 6: 11 PM. Isom moved to adopt PUBLIC HEARING AND RESOLUTION 2020-120 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE TIMBER CREEK PEDESTRIAN BRIDGE, PROJECT NO . PRK 1800 I, second by Thompson. Resolution adopted 7-0.

ORDINANCES:

Martin moved to adopt the third reading of and Ordinance 14995 RELATING TO THE ANNUAL COMPENSATION OF THE MAYOR AND CITY CO UN CI L, second by Hoop. Ordinance adopted 5-2, Cahill and Thompson dissenting.

DISCUSSION:

Cahill moved to proceed with the Additional TIF Rebate Request from Marshalltown Lofts /Flint Hills- Landover, second by Wirin. The Flint Hills representative stated the mixed income units require an increased initial city investment that will be repaid over time representing no true cost to the city. Motion carried 6-1, Thompson dissenting. A Resolution setting a public hearing will be presented at the May 11 meeting, to hold the public hearing on May 26.

PUBLIC COMMENT

There were no written comments, nor any public comments from the interactive web meet ing.

ADJOURNMENT:

Meeting Adjourned at 6:40 PM Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST :

Joel T.S. Greer, Mayor

Shari L. Coughenour. CMC, City Clerk

COUNCIL BILL LIST, MAY 11, 2020

Advertising		Health.Partners/1	-617.02
McClure.Engrg/1	16,915.00	Hernandez,A/1	80.00
Trending.Media/2	176.00	Osgood,M/1	90.00
Consulting & Professional Fees		Rents/Leases	
Bernie.Lowe/2	615.73	A LOT.INVESTMEN/1	806.00
Bernie.Lowe.Asc/1	385.82	Ackley.Housing/6	1,106.00
Bolton&Menk.Inc/3	21,528.70	ALCALA,R/1	188.00
C.P.M.I./1	7,248.00	AMES,STEVEN/22	6,020.00
Calhoun-Burns/1	2,201.60	Bahr,Larry/1	264.00
CGA.Assoc/7	27,123.35	Barnes,L/1	295.00
Health.Partners/1	13,373.91	BJ&J.LLC/2	405.00
IA.D.O.T/1	981.29	BLOOD,A/1	351.00
Iowa.One.Call/2	246.20	Borota,K/1	340.00
IVCCD/1	1,875.00	BOULDER.COOP.HS/6	1,181.00
Lynch.Dallas.PC/5	8,456.50	Brodin,C/1	135.00
McClure.Engrg/1	3,130.00	Brown,B/1	169.00
TSP.Inc/1	11,920.55	Bryngelson.Corp/2	1,289.00
Contracts		Buckaroo.LLC/2	830.00
ARL/1	4,333.33	Burr,Robert/1	268.00
BDH/8	5,925.50	Chadderdon,A/1	316.00
Fisher.Comm.Ctr/1	8,333.33	Charlier,Q/1	139.00
Ia.Plains.Signg/3	19,875.50	Chilton,M/1	450.00
IA.Pump.Works/1	13,509.01	CIRSI/8	906.00
IVCCD/1	9,524.00	CMHC.INVEST/1	251.00
Koch.Office/1	601.80	CROSSER,R/1	125.00
MarshalltownCBD/1	35,000.00	Dj.Rentals.Coop/1	600.00
Mtwn.Aviation/1	642.00	Double.D.Entrp/1	384.00
Premier.Equip/1	45.54	Eakin,R/1	176.00
R.A.Mitchell/2	9,995.00	ECKLOR,S/3	985.00
RICOH.USA.INC/4	91.88	Elwayne.Inc./3	949.00
SAFETY.KLEEN/2	330.00	Etter, W/1	482.00
Servicemaster/1	805.00	Eubanks,C/4	1,503.00
Stone.Sanit/6	1,320.26	Fischel.Holding/2	509.00
Tyler.Technolog/5	7,386.50	Frazier,J/1	374.00
Xerox.Corp/1	78.78	Frese.Propts/4	979.00
Debt Service		FRIEND,T/1	195.00
CRBT/2	8,707.57	Friendly.Valley/4	551.00
Medical		Garcia,M/1	275.00
Bernie.Lowe/2	2,999.09	Gonzales,G/1	409.00
HARTFORD.ACCTS/1	6,854.85	Gossard.Mobile/1	270.00
Health.Partners/7	79,363.10	Grant.Park.LLC/20	4,912.00
Occ.Med.Plus/1	132.00	Gray,D/1	469.00
Philip.Ascheman/2	270.00	Hagele,D/1	200.00
Payroll.Deductions		Hala,J/4	1,453.00
American.Educa./1	64.41	HARRIS,T/1	324.00
AXA/1	325.00	Hatch,J/1	475.00
Collection.Svs./5	1,325.16	Hatch,R/5	2,044.00
I.P.E.R.S./12	119,066.58	Henricksen,H/1	267.00
I.R.S./6	85,730.70	HESSENIUS,R/3	1,025.00
IA.Treasurer/5	36,226.00	Hilltop.Village/5	841.00
IA.Workforce/2	9,687.00	HOBSON,W/1	168.00
ICMA.457/10	13,543.50	Hodges,K/1	365.00
M.F.P.R.S.I./6	175,817.56	Hsg.St.Cloud/1	818.00
Texas.Child.Sup/2	252.57	HUBBARD.MAPLE/3	572.00
United.Way/6	1,294.53	Iowa.PheasantAp/4	838.00
Zero9.Holsters/1	64.90	Jared,S/2	401.00
Payroll.Net		JB.I.COOP.Assn/4	897.00
Payroll/1	305,789.16	JDL.Rental.Coop/1	845.00
Refund/Reimbursed		Johnson,S/1	490.00
Central.Ia.Fair/1	8,576.00	Judge,M/6	2,334.00
Dougall,H/1	24.76	Klinefelter,R/1	450.00
GOODING.B/1	828.29	Krogh,D/1	251.00
		LAWSON,R/2	357.00
		Lawthers.Prop.M/3	1,272.00

COUNCIL BILL LIST, MAY 11, 2020

LUENSE,B/5	1,660.00	Moran-Million,J/1	35.00
MATNEY,L/1	263.00	Mtwn.Aviation/2	1,836.58
Mtwn/Westown/19	3,788.00	Push.Pedal.Pull/1	1,360.00
MURPHY,P/1	191.00	Region.6.Planng/1	12,398.40
Natl.Mngmt.Corp/1	559.00	Rodriguez,A/1	2.00
NAUGHTON,R/1	825.00	SAYDEE,F/1	38.00
Nelson,L/2	470.00	Scharnweber.Wtr/1	27.00
Nichols,T/1	318.00	Serrano,A/1	6.00
North.Tama.Hsg/2	275.00	Smith,A/1	31.00
Oetker,D/4	843.00	Snider,A/1	78.00
Palisade.Holdng/1	137.00	Supplies/Parts	
Park.Elms,LLC/2	335.00	Adland.Engrvg/1	67.00
Pilot.Creek/1	175.00	Advance.AutoPts/3	25.86
Premier.RE.Mgmt/6	3,042.00	Airgas.U.S.A./1	169.47
PYLE,D/2	540.00	Arnold.Motor.Su/22	744.67
RA.Rental.Prop/1	358.00	BDH/2	4,325.97
RD.Toledo,LLP/1	587.00	Brenntag.Great./1	1,823.20
Ream,AJ/1	600.00	Cessford.Constr/5	6,308.48
Reed,T/9	3,055.00	City.Laundering/9	510.09
River.Birch/4	899.00	Clemons.Inc./1	58.99
River.Oaks/9	3,452.00	Cntrl.IA.Farm/1	379.50
S.E.Invst/3	992.00	Concrete/4	587.57
Schmidt,M/1	450.00	Cummins.Service/2	275.71
SCOTT,L/1	422.00	Diamond.Vogel/1	50.00
SESKER,R/1	186.00	Eurolins.Test/2	176.40
Specht,D/1	522.00	Fastenal.Co/4	374.21
Specht,G/1	255.00	Galls.LLC/6	11,028.97
Squire,B/1	228.00	Graphic.Impress/2	227.80
Steelsmith,G/5	1,123.00	Hawkeye.Truck/1	176.00
Stichter,R/1	229.00	IA.Pump.Works/1	580.41
Sunrise.Apt/2	138.00	Keystone.Lab/1	64.00
Tallcorn.Tower/19	4,468.00	Kriss.Premium/2	127.25
Titus,T/2	462.00	McAtee.Tire/1	20.40
TOWN.APARTMENT/3	268.00	Menards/3	298.15
TREVRON,LLC/1	347.00	Midland.Scienti/4	253.34
TTLC.Hsg/2	374.00	Mtwn.Aviation/1	41.71
VanVoorst,M/1	228.00	Napa.Auto/4	382.45
VC.Investment/6	1,389.00	Nutrien.Ag.Sol/2	495.00
VEST,L/2	773.00	Racom.Corp/1	225.00
Weatherly.Erin/3	1,076.00	Reliant.Fire.Ap/2	658.19
Worent.Inc/1	258.00	Safeware.Inc/1	336.79
ZA.Properties/2	772.00	Sho.Biz Inc/3	181.43
ZMOLEK,M/1	253.00	Star.Equipmt/2	26.69
Service/Repairs		Storey.Kenwrthy/10	280.77
Advance.Garage./1	820.00	THEIN,T/1	27.83
Aponte,M/1	27.00	Titan.Machinery/3	314.26
BADER,J/1	37.00	Vajgrt.R/1	330.00
BDH/1	79.34	Verizon.Wireles/1	321.40
Belin,T/1	7.00	WARNELL,J/3	135.99
Cummins.Service/1	720.00	WW.Grainger/1	2,998.31
Danner,M/1	7.00	Zarnoth.Brush.W/2	2,520.00
FIRSTNET.ATT/2	410.55	Utilities	
Gale-Hazen,E/1	30.00	AlliantEnergy/15	1,117.40
Gale-Hazen,K/1	60.00	WoodRiver.Enrgy/1	501.49
Goods.Gutters/1	265.00	Total/639	1,256,693.12
Grewell Lawn/1	870.00		
Haus,K/1	31.00		
Heart.of.Iowa/9	2,725.60		
Hsg.St.Cloud/1	49.56		
IA.Treasurer/2	15,137.00		
Kiwanis.PM/2	330.00		
Language.Line.S/1	370.15		
Marsh.Co.Treas/16	4,628.00		
McAtee.Tire/2	130.00		



Board and Commission Roster

Civil Service Commission

Department: Mayor

Dept. Phone: (641) 754-5712

Three members appointed by the Mayor with approval of City Council for a term of four years. Original entrance and promotion examination for city employment, within civil service regulations, are given by the Commission and appointments are made from the qualified civil service list. The Commission hears appeals from aggrieved persons holding civil service rights upon their removal, demotion, and/or suspension.

Term End

Date

Member Contact Information

INDEFINITE	Gregg Davison 505 Friendly Drive Marshalltown, IA 50158	(641) 752-0231 (641) 691-6897	gdavison@tlc-elca.org Appointed:	<i>Ex-Officio</i>
4/1/2023	Nancy A. Harris 310 N 8th St Marshalltown, IA 50158	(641) 751-5977 (641) 844-5494	nancy.harris@fsb-iowa.com Appointed: 4/28/2014	
4/1/2022	Paul Peglow 118 E Main St Marshalltown, IA 50158	(641) 751-6651	pcpeglow@pegglaw.com Appointed: 11/12/2013	
4/1/2020	Mary Stevens 2406 New Salem Road Marshalltown, IA 50158	(641) 750-2007 (641) 753-3908	maryqstevens@gmail.com Appointed: 4/10/2000	<i>Chair</i>

State of Iowa gender equality statistics

Males - Count / %	2	50.00%
Females - Count / %	2	50.00%
Total Members	4	

Monday, May 4, 2020

BUILDING REPORT FOR THE MONTH OF APRIL 2020

MARSHALLTOWN

— I O W A —

MARSHALLTOWN
— I O W A —

MARSHALLTOWN
— I O W A —

[illegible]

Building Division Improvement Value & Fee Summary - April 2020

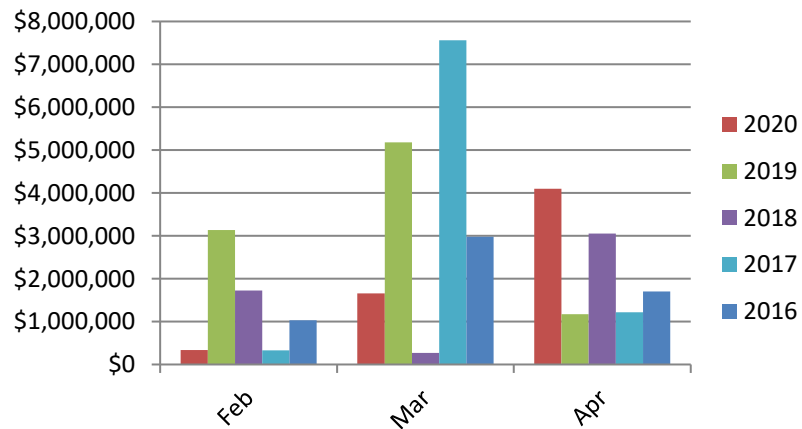
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,098,000									\$8,018,000
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000									\$10,388,000
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000									\$5,248,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000									\$9,178,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000									\$6,189,000

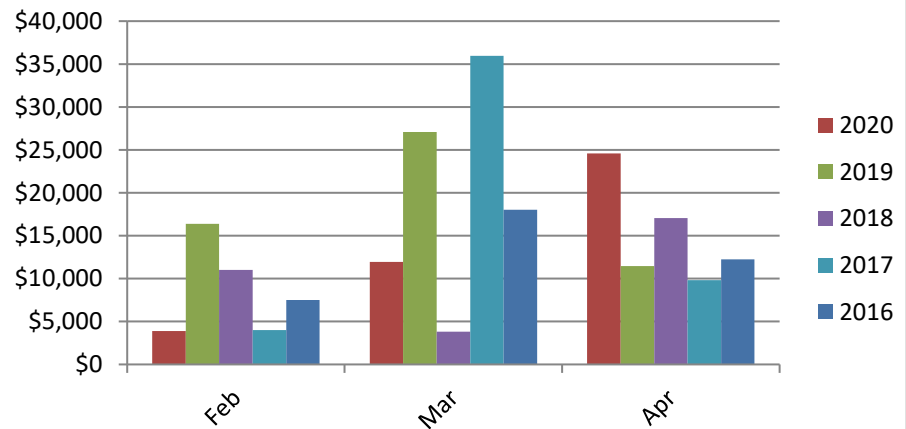
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2020	\$11,506	\$3,879	\$11,942	\$24,572									\$51,899
2019	\$6,828	\$16,366	\$27,102	\$11,467									\$61,763
2018	\$1,114	\$10,996	\$3,815	\$17,067									\$32,992
2017	\$1,006	\$3,995	\$35,959	\$9,819									\$50,779
2016	\$3,860	\$7,490	\$18,014	\$12,229									\$41,593

Total Improvement Value Comparison



Total Fees Received Comparison





Marshalltown Fire Department

Annual Report 2019



Message from the Chief

The members of the Marshalltown Fire Department are pleased to offer you this annual report for the year 2019. This is a working document that addresses your fire departments daily activities and accomplishments. It is our goal to offer the highest level of service possible for the citizens and to the business community of Marshalltown.

On August 28, 2019, the City, Fire Department, and Police Department opened a new joint facility. The state-of-the-art facility will serve both departments well for many years. Additionally, the joint training room will allow both departments the ability to host regional and state training classes. This presents an opportunity for businesses in Marshalltown to provide hotel rooms and meals to those attending training.

Also in 2019, department training hours increased by 17% (EMS and Special Recue) and hours spent on incidents increased 9.7%. From a call standpoint, Marshalltown Fire Department experienced a 1.6% decrease in calls for service (2,705 vs. 2,749).

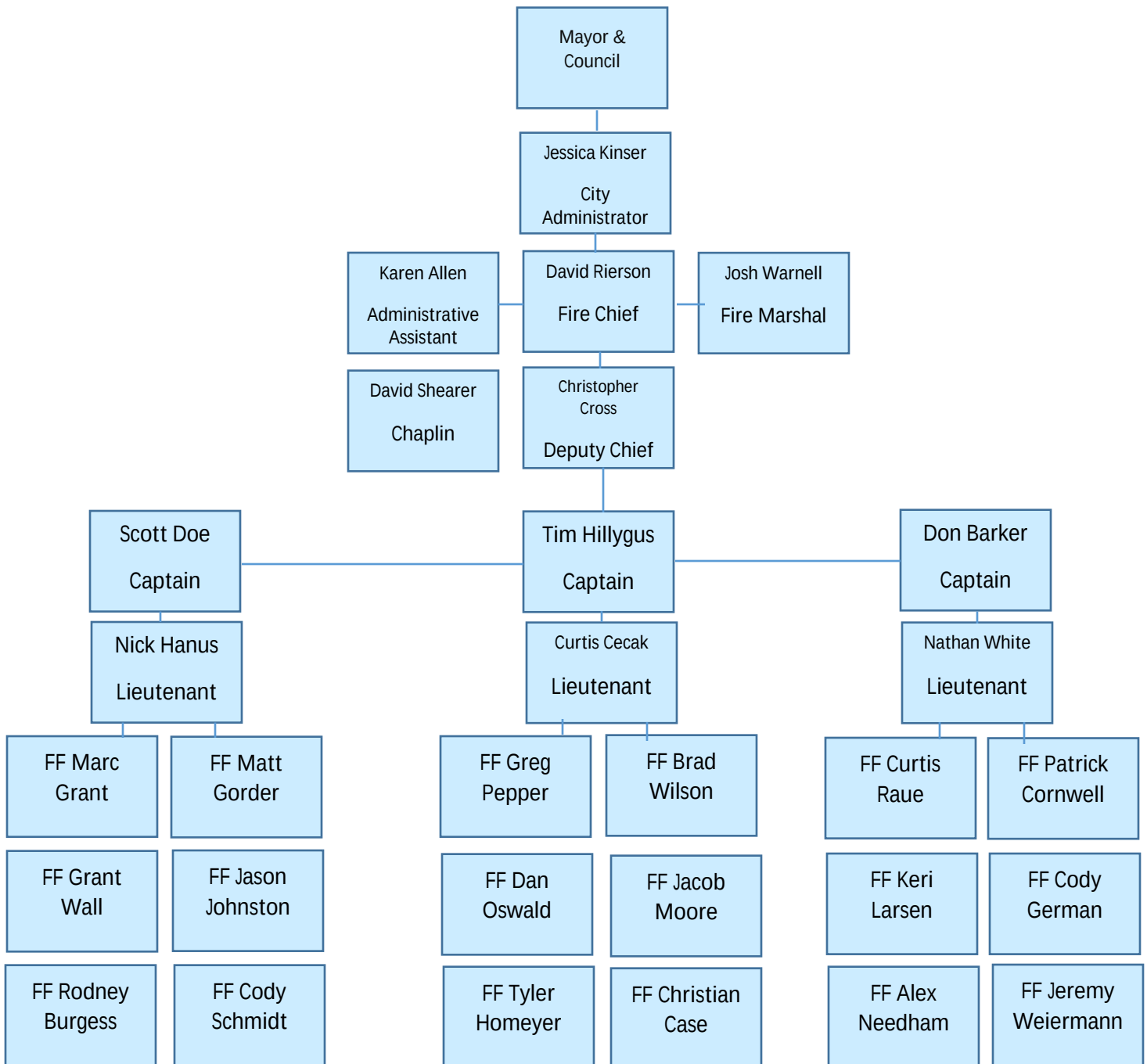
Finally, 2019 marked my fifth year of service to the community as Fire Chief. I am proud of the accomplishments and improvements made during this time and look forward to what the next five years will bring. I am blessed to be able to serve in this capacity and lead such a dedicated organization.

Sincerely,

David Rierson

David Rierson - Fire Chief

Organizational Structure



Administrative Staff & Officers



David Rierson – Fire Chief



Christopher Cross – Deputy Chief



Joshua Warnell – Fire Marshal



Scott Doe - Captain



Tim Hillygus - Captain



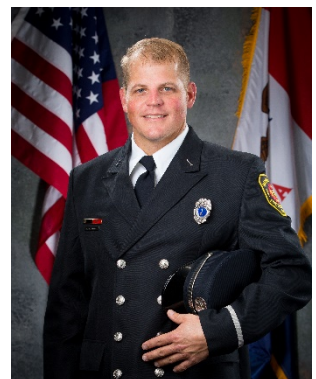
Don Barker - Captain



Nick Hanus - Lieutenant



Curtis Cecak - Lieutenant



Nathan White - Lieutenant

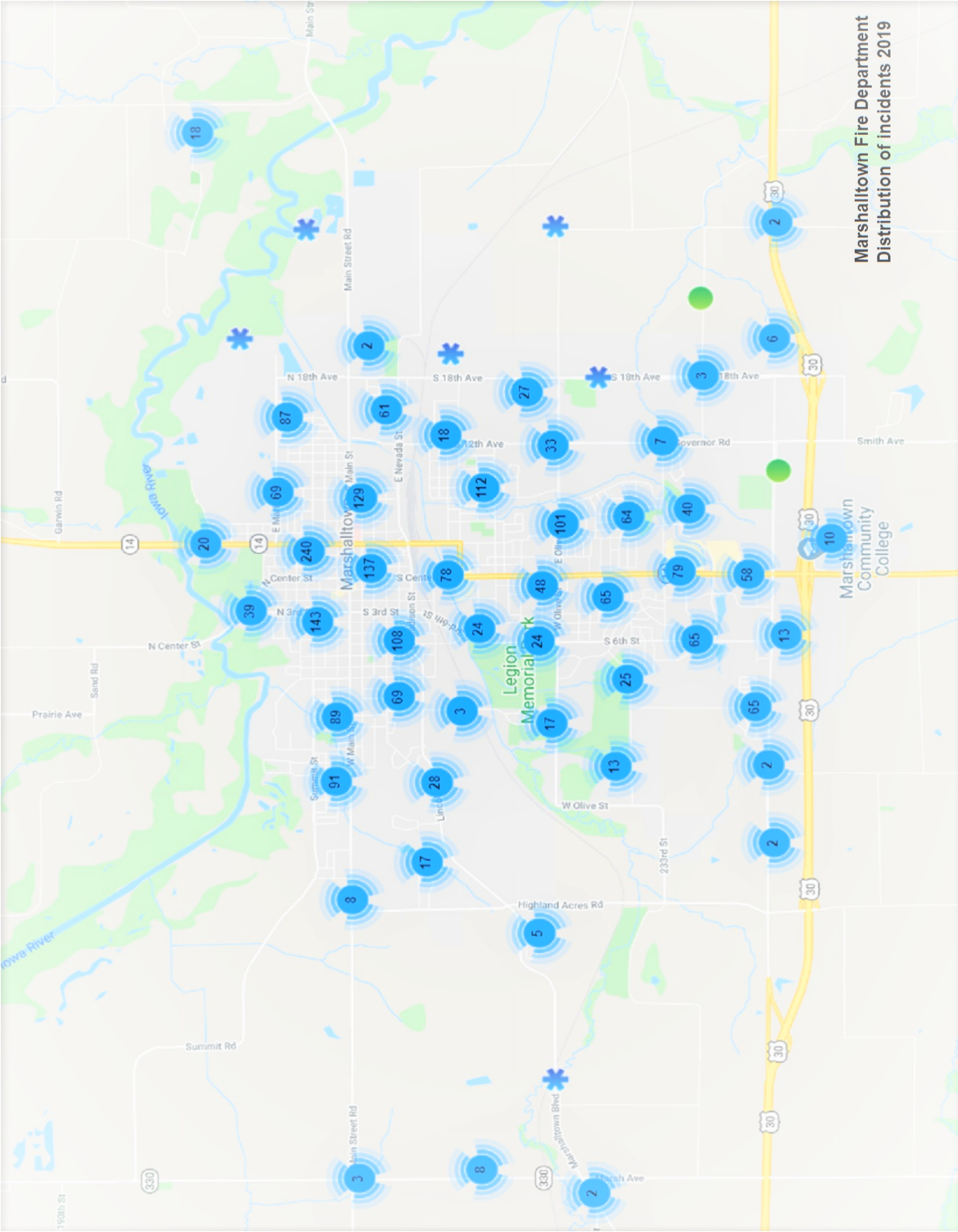
Reports and Statistics

Incident Breakdown

As an all-hazards department, Marshalltown Fire Department responds to emergencies that include fires, emergency medical calls, hazardous materials incidents, water and ice rescue, trench and confined space rescue, and vehicle extrication. In 2019, the department responded to 2,705 requests for service, which represents a decrease of 1.6 percent over 2018 (2,749). Listed below are explanations of the categories and a chart breaking down fires by type and other calls for service as well as a map showing distribution of calls throughout the City.

1. EMS: Includes emergency medical calls and extrications.
2. Hazardous Condition-No Fire: Includes hazardous materials spills, arching or shorted electrical equipment, and electrical wiring issues.
3. Fires: Includes structural, vehicle, brush and weeds, and rubbish.
4. False Alarm: Includes accidental alarm trips.
5. Service Calls: Includes Smoke or odor scares, animal rescues, water problems, and public assistance.
6. Hazardous Materials: Includes release, containment, and mitigation of a hazardous substance.

Distribution of Calls



	Number of Incidents
Private Dwellings (1 or 2 family)	25
Apartments (3 or more families)	12
Public Assembly	3
Other Residential	2
Industry & Manufacturing	1
Stores & Offices	6
Barns, Storage, Garages	2
Outbuildings	1
Total Structure Fires	52
Vehicle Fires	15
Brush/Weeds	5
Dumpsters/Rubbish	9
Other Fires	5
Total Other Fires	34
Total Fires	86





Fire Loss

In 2019, fire loss is valued at \$455,570, which is a 49.2% increase from 2018 (\$231,350). With a pre-incident value of property involved at \$1,341,420, the department saved \$885,850 worth of property.

EMS

Marshalltown Fire Department responds with UnityPoint EMS on specific medical calls for service. In some instances, the department arrives on scene prior to the ambulance and begins patient care. Types of calls include cardiac arrest/CPR, difficulty breathing, seizures, diabetics, strokes, and traumatic injuries. Additionally, there are times where the fire department, depending on patient condition, help either render patient care in the ambulance or drive it for the EMS crew to the hospital. In 2019, the department responded to 1,943 medical calls, assisted in patient care 16 times and drove the ambulance for the EMS crew 53 times.

Operations

To fully understand our operation and to ensure the best service delivery possible, specific factors related to our service are analyzed. These factors include response time performance, requests by time of day and day of week, overlapping calls, and calls by month. The definition of “response time” depends on the perspective from which one approaches the data. Response time components include call processing and dispatch, turnout time, and drive time to the scene. Call processing time is measured from the time the 9-1-1 call is received to dispatch of the department. Turnout time is measured from dispatch of the department to the time the apparatus leaves the station. Drive time starts when the apparatus leaves the fire station and stops when the apparatus is on location of the incident. Drive time is affected by traffic patterns, time of day, weather patterns, and distance to the incident. For 2019, our department numbers were as follows:

Average Response Time for Emergency Incidents: 5:57

Average Response Time for Non-Emergency Calls: 7:55

Average Response Time for Upgraded Calls: 7:26

Average Response Time for Downgraded Calls: 8:48

Average Turnout Time for Emergency Incidents: 2:07



Overlapping Calls:

Overlapping calls are those times when the department has more than one call for service occurring at the same time. This is an important statistic to track as it could result in either delayed or no response. In 2019, we show a 5.1% decrease in overlapping calls (510 vs. 657). After looking at the information, it should be noted that the spike in 2018 was due to tornado response. A visual graph of the overlaps is located below.

Calls by Day of Week:

Calls By Hour of the Day:

As in previous years, the department remains busiest between the hours of 8:00 am and 8:00 pm.

Training and Activity

As an all-hazards department, training is an important part of our annual activity. Training is provided through a combination of in-house instruction, on-line classes, and outside classes and training. In 2019, 12,484 person-hours were spent training in the areas of EMS, fire, hazmat, OHSA, physical fitness, and specialty (confined space, ropes, and water rescue). Additionally, 6,271 person-hours were spent answering calls for service, providing station tours, and maintaining facilities and equipment. Total activity time for 2019 is 18,755 person-hours. Below is a breakdown of the hours.





Fire Prevention/Public Education

In 2019, the department participated in 34 public relation/education events. These included reading events at the schools, fire extinguisher training, station tours/open house, block parties, parades, Fire Prevention Week activities, and the Healthy Kids Day. During this time, the fire department was able to provide education and information to 709 kids and 351 adults. Additionally, open house events at the new facility attracted approximately 875 community members. In 2019, the department conducted the Citizens Fire Academy for 14 participants. During this event, participants donned protective equipment and breathing apparatus, pulled fire hoselines and connected to fire hydrants, placed and climbed ladders, performed search and rescue and auto extrication. On last day of the academy, participants extinguished different types of fires at our training facility followed by a cookout at the station.



Fire Marshal's Office

In 2019, the Fire Marshal position was reinstated and inspection activity increased by 14.6% (223 to 261). During inspections, inspectors noted 196 fire code violations. While activity increased, expectations are that 2020 will show significant improvement. Several months of the Fire Marshal's time in 2019 were spent reviewing, sorting, and moving files and plans to the new facility, as well as reviewing evidence collected during fire investigations. Our affiliation with The Compliance Engine continued in 2019. The Compliance Engine sends notification to property owners who have fire protective systems (sprinklers, hood systems, alarm systems) when service is due, as well as when there are deficiencies in need of correction. In 2019, the Compliance Engine reported 428 system inspections, which included 69 that were non-compliant. In addition to inspections, Fire Investigators conducted 31 fire investigations. During investigations, it was determined that in 15 residential fires no working smoke detector was present.

Retirements, Deaths, New Employees, Promotions, and Anniversaries

For those of us in the fire service, the people we work with become our second families. As such, we celebrate members who have reached milestones in their careers and honor those who are no longer with us. In 2019, Lieutenant Ken Gratopp retired after 29 years of dedicated service to the department and community. 2019 also marks the passing of retired department members Captain Bill Ernst and Firefighter Kevin O'Donnell. In July, Firefighter Nathan White was promoted to the rank of Lieutenant. Lastly, the following individuals celebrated anniversaries with Marshalltown Fire Department:

5 years: Jason Johnston

10 Years: Dan Oswald – Kerri Larsen

15 years: Matt Gorder

20 years: Greg Pepper

30 Years: Scott Doe

35 Years: Tim Hillygus



Activity by Shift

A-Shift: 871 calls for service.



Wall



Burgess



Grant



Johnston



Schmidt



Gorder

B-Shift: 946 calls for service.



Moore



Case

Pepper



Oswald



Homeyer



Wilson

C-Shift: 880 calls for service.



German



Raue



Larsen



Needham



Cornwell



Weierman

Department Improvements/Updates

The biggest improvement and update in 2019 was the opening of the new Public Safety Building, with the Fire Department beginning operations on August 28th. Improvements include digital signboards showing dispatch information throughout the station, larger training facility that provides the opportunity to host regional and statewide training, improved laundry, decontamination, and showering facilities, and enlarged apparatus bay space that allows all department equipment to be located in one location. Additionally, the Fire Marshal now has the ability to review building/construction plans electronically, which eliminates the need for and storage of paper plans. Moreover, the department has developed a Fire Inspection Notice that contains a list of the most common fire code violations. The notice will be sent to the business owner two months prior to the inspection. Our goal is education and compliance, not to write violations. Lastly, the department is extremely grateful for the opportunity to work in such a beautiful facility and to the community for their support in making it happen.

The Future

In 2020, the Fire Department will continue to look for ways to improve operations, with emphasis on turnout times. Additionally, the department will be working with Marshall County Communications to improve call-processing times.

In the area of training, we will pursue an Officer Development Program for Lieutenants and Captains with Chief Officers either professional designation or re-designation as Chief Fire Officers through the Center for Public Safety Excellence.

Lastly, the department will experience the retirement of two tenured Captains in 2021, which will require a Captain and Lieutenant promotional process to occur in later 2020.

RESOLUTION APPROVING QUOTE AND AWARD TO NUTRI-JECT SYSTEMS, INC.
FOR THE CLEANING AND DISPOSAL OF BIOSOLIDS FOR THE DIGESTER #1
CLEANING PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
IN THE AMOUNT OF \$56,000.00

WHEREAS, the City of Marshalltown, Iowa, requested quotes from various local contractors, for the cleaning and disposal of biosolids for the Digester #1 Project and,

WHEREAS, Nutri-Ject Systems, Inc. submitted the low bid quote which is now before this Council for final approval.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

That the quote of Nutri-Ject, Inc., for the cleaning and disposal of biosolids for the digester #1 Project, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF Fifty-Six Thousand no/100 Dollars (\$56,000.00) is hereby accepted and approved and shall be used to pay for said service.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to accept the quote for and on behalf of the City of Marshalltown, Iowa.

Passed this 11th day of May 2020, and signed this _____ day of May 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

The City of Marshalltown, IA
Joel T.S. Greer, Mayor
Jessica Kinser, City Administrator
Bob Ranson, Superintendent WPC
1001 Woodland Street
Marshalltown, IA 50158-1810
Tel - (641) 754-5709
Fax - (641) 754-5741
Email - branson@marshalltown-ia.gov

**the City of
Marshalltown**

WATER POLLUTION CONTROL

To: Mayor Greer and the City Council
From: Bob Ranson, Superintendent WPCP
Date: April 28, 2020
RE: Approving Nutri-Ject Systems, Inc. to provide cleaning and disposal services for Digester #1.

Policy Issue: City policy requires Governing Body approval of agreements when consideration exceeds \$36,000.

Recommendation: Staff recommends approving Nutri-Ject Systems Inc. to provide cleaning and disposal of biosolids, for our digester #1 cleaning project. Nutri-Ject Systems Inc. provided the lowest competitive quote of \$112/per cu yrd. Based on an estimate of 500 cu yds of material. (\$56,000.00). The second lowest quote was for \$127/cu yd. (\$63,500).

Background: The City of Marshalltown Water Pollution Control Plant requested quotes for cleaning and disposal services for our #1 digester. This digester was last cleaned during an extensive remodel project in 2004. During that project the digesters lids were replaced and the digesters were emptied and cleaned. Digester #1 is showing signs of significant inorganic solids build up. This is resulting in significant challenges with the day to day operations of the digester and its associated processes. We will take digester #1 out of service, have the solids removed and land applied as biosolids according to EPA and IDNR regulations. We will utilize digester #2 during this cleaning cycle, with no interruption of sludge processing, methane gas collection and production. Digester #1 cleaning and disposal will be coordinated to begin at the completion of our spring biosolids application. Solids will be subsurface injected on the City Farm south of the Water Pollution Control Plant.

Budget Impact: This project has been budgeted for in the Capital Improvement Fund at WPC.

cc: Jessica Kinser, City Administrator

METRO-AG INC.

Biosolids Management

4/17/2020

Marshalltown Water Pollution Control Plant
1001 Woodland St.
Marshalltown, IA 50158

Attn: Bob Ranson

Re: Marshalltown IA Digester Cleaning

Mr. Ranson,

Our company has been in the land application business for nearly 38 years. We appreciate the opportunity to provide you with this quote.

Our price will include:

- * mobilization
- * confined space equipment
- * removal of solids
- * washdown
- * land application
- * all required reporting

Based on 500 cubic yards, the lump sum will be \$63,500.

Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,



Brian L. Kramer, President
Metro-Ag Inc.
Since 1982

kmt

NUTRI-JECT SYSTEMS, INC.

515 FIFTH STREET - PO BOX 398 - HUDSON, IOWA 50643

Phone: 319-988-4205 Fax: 319-988-3506

Turnkey Biosolids Management

Dredging, Digester Cleaning, Biosolids Hauling,

Land Application of Dry and Liquid Biosolids

High Pressure Water Blasting

QUOTATION FOR:	City of Marshalltown 1001 Woodland St. Marshalltown, IA Attn: Bob Ranson, Supt. Phone: 641-751-6567	DATE OF QUOTE:	4-17-2020
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WE ARE PLEASED TO SUBMIT A QUOTATION FOR THE FOLLOWING:

We propose to provide material and labor to clean the outer 15.0' ring in the 75.0' in diameter digester located at the Marshalltown, Iowa Wastewater Treatment Plant. Our services to include pumping and liquefying the contents of the ring area for transfer and land application on the adjacent farm field south of the WWTP.

Our price is as follows: \$112.00 per cubic yard approximately 500 cy to be removed.

This proposal is based upon our being provided free access to the digester, electrical power 480v/240v 3 phase and your electrician wiring our disconnect panel to your source of power, and a source of water for mixing of heavy solids for fire hosing cleanup work. City to place the pump on the digester lid (pump weighs 600lbs.). This quote is also inclusive of all confined space work procedures. Upon completion of the cleaning a full project report will be submitted within (10) days detailing actual gallons hauled, total dry ton, and daily production.

This quote is good for 30 days. Please let us know of your intentions so that we may schedule accordingly.

*Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for
The services listed above. Final charges will be based on actual quantities.*

TERMS: 30 DAYS

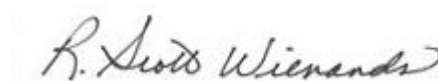
DELIVERY: AS SCHEDULED

CUSTOMER'S NAME:

NUTRI-JECT SYSTEMS, INC.

By:

Date:



Scott Wienands, President

**This quotation becomes a contract for delivery and payment of the merchandise
listed above only when signed by the customer or one of its officers.**

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE AND DISPOSAL THEREOF, 1997 KAWASAKI MULE**

WHEREAS the City of Marshalltown (hereinafter referred to as the “City”), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the “State”); and

WHEREAS the City is the sole owner of the equipment listed in Section 1 which is to be declared surplus property; and

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and.

WHEREAS the disposal of excess property is in the best interests of the City of Marshalltown.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The property listed below is hereby declared as surplus property:

<u>Asset Id</u>	<u>Description</u>
34197	1997 KAWASAKI MULE

Section 2. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Passed this ____ day of May, 2020, and signed this ____ day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING AMENDED ENGINEERING SERVICES AGREEMENT FOR
E. MERLE HIBBS ROAD CONSTRUCTION PROJECT ECO19001 FOR MCCLURE
ENGINEERING CO.

AN INCREASE OF \$27,500.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with
McClure Engineering Co. for the engineering services for the E. Merle Hibbs Road Project

WHEREAS an increase is requested for items to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MARSHALLTOWN, IOWA:

Section1. That the new contract for the E. Merle Hibbs Project, in the increased amount of
\$27,500.00 is hereby accepted and approved.

Passed this 11th day of May 2020, and signed this _____ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



1360 NW 121st Street
Clive, IA 50325
O 515.964.1229
F 515.964.2370
www.mecresults.com

Proposal for Construction Staking Services **McCLURE**TM

4/27/2020

Construction Survey Proposal for Merle Hibbs Road Construction in Marshalltown, IA

Our Survey Department provides general contractors with a wide range of construction services including construction staking, project control, detailed building layout and inspection. Below is the proposed scope of work and the associated fee for your project. This scope is intended to fulfill your requirements for the *Construction Survey* Bid Item from the Construction Documents:

1. **Office Calculations**
 2. **Verify Control Monuments and Benchmarks Listed in the Plans** – Set Secondary Control Monuments and Benchmarks as Necessary for Construction
 3. **Removals** – Mark Removals – Saw Cuts – Curb Cuts
 4. **Clearing and Grubbing** – Stake Clearing and Grubbing Limits
 5. **Stake Storm and Sanitary Sewer** – Stake Sanitary and Storm, and Water Structures with Two Offset Hubs and One CL Lath Each. Pipe Runs will be staked with One Offset Lath and Hub Every 50ft to 100ft depending on Contractor Preference
 6. **Stake Water Main**- lath on CL, center of hydrants with one offset hub
 7. **Pavement Staking Curb and Gutter and HMA**- Staking 3 lines of hubs, one offset for CL and back of curb offset on each side
 8. **Sidewalk** – One line of offset hubs
 9. **Settlement plates**- 2 settlement plates monitored at required intervals
 10. **12 staking trips with up to 7 additional trips for settlement plate monitoring**- additional trips may be subject to a trip charge
 11. **Monument Preservation**- resetting disturbed monumentation and recording the required certificate
-

Total Field and Office Cost : \$27,500.00 Lump Sum Fee

Disclaimer for What is Not Included in our Pricing

The pricing listed above does not include restaking, rough grade stakes, slope stakes, blue tops, grade checks, as built, subdrain layout, topographic survey of existing conditions, landscaping layout, rammed aggregate piers, geothermal field layout, stormwater detention pond verification, stormwater detention pond certification, pavement paint markings, or retaining wall layout. If any of these items need to be included, please call or email so we can negotiate a fee or revise our pricing.

This project will be serviced from our Clive, Iowa Office. All items shown above will be staked one time only. We require a 48-hour notice for staking requests. Additional items not listed above, or re-staking of any of the items listed above can be performed for an hourly rate, as per our current Standard Fee Schedule (to be provided upon request). The price above reflects what MEC believes the scope should include to complete the project. The price above is negotiable based on what the contractor will require for the project to be completed. Please call to discuss the scope of work included in this proposal if you believe changes to the scope are required. The amount shown above does not include a contribution towards the bid bond for the project.

This Proposal is also subject to McClure Engineering Company's standard terms and conditions, a copy of which will be provided along with our standard contract upon the award of this project. If you have any questions concerning this Proposal or our services, please call us at *515-964-1229*. We look forward to becoming a valued member of your team.

Sincerely,

McClure Engineering Company

John Dewey

Project Manager

 **Office:** 515-964-1229  **Cell:** 515-494-7874  **Fax:** 515-598-7803  **Email:** jdewey@mecresults.com

**RESOLUTION SUPPORTING A FEDERAL BUILD GRANT APPLICATION FOR THE
HIGHWAY 14/NORTH 3RD AVENUE RECONSTRUCTION**

WHEREAS the City of Marshalltown completed a study of the Highway 14/North 3rd Avenue corridor in 2018; and

WHEREAS, in coordination with the Iowa Department of Transportation, the City of Marshalltown has been planning improvements to occur along the corridor in calendar year 2022; and

WHEREAS, the City Council approved a contract with Bolton and Menk on March 23, 2020, for the preparation of a grant application to the U.S. Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) grant program; and

WHEREAS, the estimated cost for the reconstruction project is \$8.1 million, with the Iowa Department of Transportation committing \$1 million towards the cost of the reconstruction;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, an application for a \$7.1 million BUILD grant is hereby supported and authorized to proceed.

Passed this 11th day of May, 2020, and signed this _____ day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: May 5, 2020
RE: BUILD Grant

Policy Issue: Council is required to authorize grant agreements committing City resources

Recommendation: To approve the resolution as proposed

Background: The City applied for a grant from the Martha Ellen Tye Foundation to study the Highway 14/North 3rd Avenue Corridor in May 2017, and three years later we are in a position to pursue a grant to pay for a majority of the reconstruction project, currently planned for calendar year 2022.

We discussed the BUILD grant at the Strategic Planning session in December and followed up with a contract with Bolton and Menk to prepare the grant application. At this time, they are recommending we apply for the maximum amount possible, as there is not consideration given to any local contribution in the population category we are in. This amount is \$7.1 million, excluding the DOT contribution.

The application is due May 18th, with notifications to occur in October or November.

Budget Impact: None- grant application does not commit City funds

Attachment: None

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



2020-

RESOLUTION ACCEPTING CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM FY 2020 BJA FORMULA GRANT AWARD IN THE AMOUNT OF \$60,953.00

WHEREAS the City of Marshalltown, Iowa, through the Marshalltown Police Department, has been awarded federal grant funds to assist in preventing, preparing for, and responding to the Coronavirus pandemic in the amount of \$60,953.00, from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program for FY 2020; and

WHEREAS the City Council of the City of Marshalltown finds that accepting this award is in the best interest of the Council; and

WHEREAS said grant award should be approved and ratified by the Council of the City of Marshalltown, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. The FY 2020 Formula Grant Solicitation award relating to the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program in the amount of \$60,953.00 is hereby approved and ratified to assist the Marshalltown Police Department in preventing, preparing for, and responding to the Coronavirus pandemic.

Section 2. The Chief of Police for the City of Marshalltown is hereby authorized and directed to execute agreements and submit all necessary documents to secure this federal funding on behalf of the City of Marshalltown.

Section 4. This resolution shall be in full force and effect from and after its passage and signature as by law provided.

Passed this 11th day of May 2020, and signed this _____ day of May 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



[General Instructions & Resources](#)

[View Budget Summary](#)

OMB APPROVAL NO.: 1121-0329
EXPIRES 7/31/2016

Budget Detail Worksheet

- (1) **Purpose:** The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any **non-federal** (**match**) amount in the appropriate category, if applicable.
- (2) For each budget category, you can see a sample by clicking (**To View an Example, Click Here**) at the end of each description.
- (3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.
- (4) **Record Retention:** In accordance with the requirements set forth in [2 CFR Part 200.333](#) , all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
- (5) The information disclosed in this form is subject to the Freedom of Information Act under 5 U.S.C. 55.2.

A. Personnel — List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50) [To View an Example, Click Here](#)

PERSONNEL (FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
FEDERAL TOTAL						\$0

PERSONNEL NARRATIVE (FEDERAL)

PERSONNEL (NON-FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
NON-FEDERAL TOTAL						\$0

PERSONNEL NARRATIVE (NON-FEDERAL)

TOTAL PERSONNEL	\$0
-----------------	-----

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an **approved negotiated rate** by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman’s Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765) [To View an Example, Click Here](#)

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (FEDERAL)

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

TOTAL FRINGE BENEFITS
\$0

C. **Travel** – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate “location to be determined.” Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the “Contractual/Consultant” category. **To View an Example, Click Here**

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:		Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other							
		Subtotal						\$0.00	
						\$0			
		FEDERAL TOTAL							\$0

TRAVEL NARRATIVE (FEDERAL)

D. Equipment – List **non-expendable** items that are purchased (Note: Organization’s own capitalization policy for classification of equipment should be used). **Expendable** items should be included in the “Supplies” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. **To View an Example, Click Here**

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			\$0
FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (FEDERAL)

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

TOTAL EQUIPMENT	\$0

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and **expendable** equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

To View an Example, Click Here

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
Steam Cleaner (sanitize police cars)	1	\$2,000.00	\$2,000
Service Master (Supect & police cleaning)	18	\$402.00	\$7,236
N95 masks (for police officers)	8000	\$1.43	\$11,440
Hand Sanitizer (case)	25	\$40.00	\$1,000
Telecommuting (Go to Meeting)	1	\$200.00	\$200
Police overtime (response and mitigation)	455	\$69.80	\$31,759
Latex gloves (Case)	15	\$151.00	\$2,265
Janitorial(Hand soap, cleaners, disinfectant spray)	100	\$49.27	\$4,927
FEDERAL TOTAL			\$60,827

SUPPLIES NARRATIVE (FEDERAL)

The supplies will assist the Marshalltown Police Department to respond to calls for service while keeping staff and the public safe from the spread of COVID-19. Cleaning and disinfectant supplies will help maintain the sanitary conditions within the department to protect officers and civilian personnel.

F. Construction – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or **renovations** may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. **To View an Example, Click Here**

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
FEDERAL TOTAL		\$0

CONSTRUCTION NARRATIVE (FEDERAL)

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
NON-FEDERAL TOTAL		\$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

TOTAL CONSTRUCTION
\$0

G. Consultants/Contracts – Indicate whether applicant’s formal, written Procurement Policy or the **Federal Acquisition Regulations** are followed.
Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval from OJP. **To View an Example, Click Here**

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		\$0
SUBTOTAL					\$0

CONSULTANT FEES NARRATIVE (FEDERAL)

CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		\$0
SUBTOTAL					\$0

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:		Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other							
		Subtotal						\$0.00	
						\$0			
		SUBTOTAL							\$0
		FEDERAL TOTAL							\$0

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

CONSULTANT EXPENSES (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:							
				Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other							
								\$0.00	
		Subtotal						\$0.00	
	SUBTOTAL							\$0	
	NON-FEDERAL TOTAL							\$0	

CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

	TOTAL CONSULTANTS
	\$0

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for **sole source** contracts in excess of \$150,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award. Note: This budget category may include subawards.

CONTRACTS (FEDERAL)

Item	Cost
FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (FEDERAL)

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (NON-FEDERAL)

TOTAL CONTRACTS	\$0
TOTAL CONSULTANTS/CONTRACTS	\$0

H. Other Costs – List items (e.g., rent (**arms-length transaction only**), reproduction, telephone, janitorial or security services, and investigative or **confidential** funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. **To View an Example, Click Here**

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$0
FEDERAL TOTAL					\$0

OTHER COSTS NARRATIVE (FEDERAL)

OTHER COSTS (NON-FEDERAL)

Description	Computation			Cost
	Quantity	Basis	Cost	
				\$0
NON-FEDERAL TOTAL				\$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

TOTAL OTHER COSTS	\$0
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I. **Indirect Costs** – Indirect costs are allowed if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a [fully executed, negotiated agreement](#)), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant’s [cognizant Federal agency](#) , or the applicant may elect to charge a de minimis rate of 10% of modified total direct costs as indicated in [2 CFR Part 200.414f](#) . If the applicant's accounting system permits, costs may be allocated in the direct cost categories. (Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73) [To View an Example, Click Here](#)

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (FEDERAL)

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

TOTAL INDIRECT COSTS	\$0
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Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0
E. Supplies	\$60,827	\$0	\$60,827
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$0	\$0
H. Other	\$0	\$0	\$0
Total Direct Costs	\$60,827	\$0	\$60,827
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$60,827	\$0	\$60,827

Federal Request	\$60,827
Non-Federal Amount	\$0
Total Project Cost	\$60,827

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.



Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel Greer
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 30 April 2020

RE: Coronavirus Emergency Supplemental Funding Program – Grant Award

Policy Issue: City policy requires governing body approval of agreements and federal grant awards.

Recommendation: Staff recommends Council accept the Coronavirus Emergency Supplemental Funding Program grant award in the amount of \$60,953.00 and authorize the Chief of Police to submit all necessary application documents to secure this federal funding.

Background: On March 31, 2020, the police department received email notification from the federal government notifying us the police department was eligible to receive \$60,953.00 in grant funding from the Coronavirus Emergency Supplemental Funding Program through the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance FY 2020 Formula Grant Program. This federal money can be used by the police department to prevent, prepare for, and respond to the Coronavirus pandemic. These dollars will be used to reimburse overtime expenses incurred by the City for police officers to respond to the Coronavirus pandemic. These dollars will also be used to assist the police department in purchasing personal protective equipment and other necessary supplies used by the department during pandemic response operations.

Staff recommends council accept this grant award and authorize the Chief of Police to execute all agreements and submit all necessary documents to secure this federal funding on behalf of the City of Marshalltown.

Budget Impact: None



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

May 4, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – East Merle Hibbs Boulevard Extension, ECO19001.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the E. Merle Hibbs Boulevard Extension project.

Background: The East Merle Hibbs Boulevard Extension has been in the works for the past year. This project is Phase 1 of a two phase project to extend East Merle Hibbs Boulevard to 12th Avenue. This portion of the project will extend East Merle Hibbs Boulevard from Walmart to the East to Anson Creek. The roadway will consist of a 45 foot roadway serving as a vital arterial roadway in the City of Marshalltown. The estimated costs for the Phase 1 extension is \$3.9 million. The work will start this year and the roadway is slated to be open by May 31st of 2021. All work on the site will be completed by November 30, 2021.

Budget Impact: This project will be funded with 2019 GO Bond revenues.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
E. MERLE HIBBS BOULEVARD
EAST EXTENSION
PROJECT NO. ECO19001**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE E. MERLE HIBBS BOULEVARD EAST EXTENSION IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 26th day of May, 2020 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. ECO19001, the E. MERLE HIBBS BOULEVARD EAST EXTENSION is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received utilizing online bidding through QuestCDN until 10:00 a.m. local time, on the 2nd day of June, 2020 for the construction of the E. MERLE HIBBS BOULEVARD EAST EXTENSION as described in the plans and specifications for Project No. ECO19001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 8th day of June, 2020 or at such later time and place as may then be fixed.

Bids will be opened and read during a GoToMeeting conference call. The information for the GoToMeeting is listed below:

Online Access - <https://global.gotomeeting.com/join/473213925>

Phone Access - 1-866-899-4679 (Toll Free) or 1-571-317-3117

Phone Access Code: 473-213-925

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the E. MERLE HIBBS BOULEVARD EAST EXTENSION in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. ECO19001 the E. MERLE HIBBS BOULEVARD EAST EXTENSION.

The Work will include but is not limited to the following improvements:

Construct E. Merle Hibbs Boulevard East Extension including all materials, labor and equipment necessary for installation of approximately: 1,800 LF of storm sewer, 2,000 LF of sanitary sewer, 1,700 LF of water main, 100,000 CY of grading, 6,700 SY of modified subbase, 2,500 LF of PCC curb and gutter, 5,700 SY of HMA pavement, 1,900 SY of sidewalk and shared use path, twin 10' x 8' x 269' reinforced concrete box culvert, pavement markings, surface restoration, revetment, erosion control, and

miscellaneous related work and appurtenances.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. ECO19001 as proposed by the City Engineer.

Obtaining the Bidding Documents

All bid documents including project drawings and technical specifications will be available on QuestCDN.com starting **May 12th, 2020**.

Information and Bidding Documents for the Project can be found and may be downloaded from the following designated website: Questcdn.com Ebid Reference No.: 7054448

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the _____ day of _____, 2020.

Owner: _____ City of Marshalltown

By: _____ Shari L. Coughenour, CMC

Title: _____ City Clerk

Item No.	Item Code	Item	Unit	Unit Price	Quantity	Total Cost
Division 1 - General Provisions and Covenants						
		NOT USED				
Division 2 - Earthwork						
2.01	2010-108-C-0	CLEARING AND GRUBBING	AC	\$ 5,000.00	10.2	\$ 51,000
2.02	2010-108-D-1	TOPSOIL, ON-SITE	CY	\$ 10.00	10518	\$ 105,180
2.03	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 5.00	100094	\$ 500,470
2.04	2010-108-G-0	SUBGRADE PREPARATION, 12 IN.	SY	\$ 5.00	6687	\$ 33,435
2.05	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID	SY	\$ 4.00	6687	\$ 26,748
2.06	2010-108-I-0	SUBBASE, MODIFIED SUBBASE, 18 IN.	SY	\$ 10.00	6687	\$ 66,870
2.07	2010-108-L-0	COMPACTION TESTING	LS	\$ 5,000.00	1	\$ 5,000
Division 3 - Trench Excavation and Backfill						
3.01	3010-108-C-0	TRENCH FOUNDATION	TON	\$ 50.00	500	\$ 25,000
3.02	3010-108-F-0	TRENCH COMPACTION TESTING	LS	\$ 5,000.00	1	\$ 5,000
Division 4 - Sewers and Drains						
4.01	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	\$ 80.00	1447	\$ 115,760
4.02	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 16 IN.	LF	\$ 125.00	476	\$ 59,500
4.03	4010-108-H-0	REMOVAL OF SANITARY SEWER, RCP, 15 IN.	LF	\$ 25.00	475	\$ 11,875
4.04	4020-108-A-1	STORM SEWER, TRENCHED, PVC, C900, 16 IN.	LF	\$ 20.00	182	\$ 3,640
4.05	4020-108-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	\$ 90.00	442	\$ 39,780
4.06	4020-108-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	\$ 95.00	570	\$ 54,150
4.07	4020-108-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	\$ 110.00	398	\$ 43,780
4.08	4020-108-A-1	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	\$ 125.00	139	\$ 17,375
4.09	4030-108-B-0	PIPE APRON, RCP, 36 IN.	EA	\$ 2,750.00	1	\$ 2,750
4.10	4030-108-C-0	FOOTING FOR CONCRETE PIPE APRON, RCP, 36 IN.	EA	\$ 1,000.00	1	\$ 1,000
4.11	4030-108-D-0	PIPE APRON GUARD, 36 IN.	EA	\$ 1,000.00	1	\$ 1,000
4.12	4040-108-A-0	SUBDRAIN, PVC, 6 IN.	LF	\$ 15.00	3450	\$ 51,750
4.13	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-1	EA	\$ 1,000.00	4	\$ 4,000
4.14	4040-108-D-0	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8 IN.	EA	\$ 1,000.00	10	\$ 10,000
4.15	SPECIAL	FIELD TILE REPAIR, UNSPECIFIED DIA.	LF	\$ 50.00	200	\$ 10,000
Division 5 - Water Mains and Appurtenances						
5.01	5010-108-A-1	WATER MAIN, TRENCHED, PVC, C900, 8 IN.	LF	\$ 90.00	1637	\$ 147,330
5.02	5010-108-C-1	FITTING, 45 DEGREE MJ BEND, 8 IN.	EA	\$ 1,800.00	2	\$ 3,600
5.03	5010-108-C-1	FITTING, MJ CROSS, 8 IN.	EA	\$ 1,500.00	1	\$ 1,500
5.04	5010-108-C-1	FITTING, MJ PLUG, 8 IN.	EA	\$ 750.00	1	\$ 750
5.05	5020-108-A-0	VALVE, GATE, 8 IN.	EA	\$ 2,000.00	5	\$ 10,000
5.06	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	\$ 5,000.00	5	\$ 25,000
5.07	5020-108-D-0	FLUSHING DEVICE (BLOWOFF), 2 IN.	EA	\$ 4,000.00	2	\$ 8,000
Division 6 - Structures for Sanitary and Storm Sewers						
6.01	6010-108-A-0	MANHOLE TYPE SW-301, 48 IN.	EA	\$ 5,000.00	8	\$ 40,000
6.02	6010-108-A-0	MANHOLE TYPE SW-303, 48 IN.	EA	\$ 7,000.00	2	\$ 14,000
6.03	6010-108-A-0	MANHOLE TYPE SW-401, 60 IN.	EA	\$ 5,000.00	2	\$ 10,000
6.04	6010-108-B-0	INTAKE TYPE SW-501	EA	\$ 4,000.00	1	\$ 4,000
6.05	6010-108-B-0	INTAKE TYPE SW-503	EA	\$ 6,000.00	1	\$ 6,000
6.06	6010-108-B-0	INTAKE TYPE SW-505	EA	\$ 4,800.00	4	\$ 19,200
6.07	6010-108-B-0	INTAKE TYPE SW-506	EA	\$ 8,500.00	4	\$ 34,000
6.08	6010-108-C-0	DROP CONNECTION	EA	\$ 5,000.00	1	\$ 5,000
6.09	6010-108-F-0	INTAKE ADJUSTMENT, MAJOR	EA	\$ 2,500.00	1	\$ 2,500
6.10	6010-108-G-0	CONNECTION TO EXISTING INTAKE	EA	\$ 2,500.00	1	\$ 2,500
6.11	6010-108-H-0	REMOVE MANHOLE	EA	\$ 2,500.00	3	\$ 7,500
Division 7 - Streets and Related Work						
7.01	7010-108-E-0	CURB AND GUTTER, 2.5', 7 IN.	LF	\$ 30.00	2420	\$ 72,600
7.02	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	LS	\$ 5,000.00	1	\$ 5,000
7.03	7020-108-B-0	PAVEMENT, HMA, BASE COARSE, PG 58-34E, 4 IN.	SY	\$ 25.00	5640	\$ 141,000
7.04	7020-108-B-0	PAVEMENT, HMA, INTERMEDIATE COARSE, PG 58-34E, 1.5 IN.	SY	\$ 10.00	5640	\$ 56,400
7.05	7020-108-B-0	PAVEMENT, HMA, SURFACE COARSE, PG 58-34E, 1.5 IN.	SY	\$ 10.00	5640	\$ 56,400
7.06	7020-108-H-0	HMA PAVEMENT SAMPLES AND TESTING	LS	\$ 5,000.00	1	\$ 5,000
7.07	7021-108-C-0	HMA OVERLAY, 2 IN.	SY	\$ 30.00	407	\$ 12,210
7.08	7030-108-A-0	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	\$ 10.00	262.4	\$ 2,624
7.09	7030-108-C-0	SHARED USE PATH, PCC, 5 IN.	SY	\$ 35.00	1168.5	\$ 40,898
7.10	7030-108-D-0	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	\$ 5.00	1637	\$ 8,185
7.11	7030-108-E-0	SIDEWALK, PCC, 4 IN.	SY	\$ 65.00	639.9	\$ 41,594
7.12	7030-108-E-0	SIDEWALK, PCC, 6 IN.	SY	\$ 70.00	54.5	\$ 3,815
7.13	7030-108-G-0	DETECTABLE WARNING	SF	\$ 50.00	90	\$ 4,500
7.14	7030-108-H-1	DRIVEWAY, PAVED, PCC, 8 IN.	SY	\$ 80.00	308	\$ 24,640
7.15	7040-108-G-0	MILLING	SY	\$ 20.00	406.1	\$ 8,122
7.16	7040-108-H-0	PAVEMENT REMOVAL	SY	\$ 10.00	1221	\$ 12,210
7.17	7040-108-I-0	CURB AND GUTTER REMOVAL	LF	\$ 20.00	435.6	\$ 8,712



E. Merle Hibbs Boulevard
East Extension

Preliminary Opinion of Probable Cost
Marshalltown, Iowa
May 2020



Item No.	Item Code	Item	Unit	Unit Price	Quantity	Total Cost
Division 8 - Traffic Control						
8.01	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	\$ 80.00	32.98	\$ 2,638
8.02	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EA	\$ 120.00	8	\$ 960
8.03	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	\$ 2,500.00	1	\$ 2,500
8.04	SPECIAL	POSTS FOR SIGNS, STEEL	LF	\$ 100.00	26	\$ 2,600
8.05	SPECIAL	TYPE A SIGNS	SF	\$ 70.00	11.3	\$ 791
8.06	SPECIAL	PERMANENT ROAD CLOSURE	EA	\$ 2,000.00	1	\$ 2,000
8.07	SPECIAL	JOINT UTILITY TRENCH	LF	\$ 150.00	1175	\$ 176,250
8.08	SPECIAL	PRECAST CONCRETE HANDHOLE, TYPE I	EA	\$ 1,000.00	13	\$ 13,000
8.09	SPECIAL	PRECAST CONCRETE COMPOSITE HANDHOLE, TYPE III	EA	\$ 1,500.00	2	\$ 3,000
Division 9 - Site Work and Landscaping						
9.01	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4, (URBAN TEMPORARY EROSION CONTROL MIXTURE)	AC	\$ 2,500.00	8.5	\$ 21,250
9.02	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1 (PERMANENT LAWN MIXTURE)	AC	\$ 4,000.00	1	\$ 4,000
9.03	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2 (PERMANENT COOL SEASON MIXTURE FOR SLOPES AND DITCHES)	AC	\$ 3,000.00	7.5	\$ 22,500
9.04	9010-108-D-0	WATERING	MGAL	\$ 40.00	2077	\$ 83,080
9.05	9010-108-E-0	WARRANTY	LS	\$ 2,500.00	1	\$ 2,500
9.06	9040-108-A-1	SWPPP PREPARATION	LS	\$ 5,000.00	1	\$ 5,000
9.07	9040-108-A-2	SWPPP MANAGEMENT	LS	\$ 5,000.00	1	\$ 5,000
9.08	9040-108-D-1	FILTER SOCK, INSTALLATION	LF	\$ 15.00	2500	\$ 37,500
9.09	9040-108-D-2	FILTER SOCK, REMOVAL	LF	\$ 1.00	2500	\$ 2,500
9.10	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$ 2.50	2214	\$ 5,535
9.11	9040-108-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	\$ 0.50	2214	\$ 1,107
9.12	9040-108-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	\$ 0.50	2214	\$ 1,107
9.13	9040-108-Q-1	EROSION CONTROL MULCHING, CONVENTIONAL	AC	\$ 500.00	8.5	\$ 4,250
9.14	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EA	\$ 150.00	12	\$ 1,800
9.15	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	\$ 50.00	12	\$ 600
Division 10 - Demolition						
		NOT USED				
Division 11 - Miscellaneous						
11.01	11020-108-A-0	MOBILIZATION	LS	\$ 170,000.00	1	\$ 170,000
11.02	11050-108-A-0	CONCRETE WASHOUT	LS	\$ 5,000.00	1	\$ 5,000
Culvert Bid Items						
12.01	2102-0425071	SPECIAL BACKFILL	CY	\$ 60.00	589	\$ 35,340
12.02	2402-2720000	EXCAVATION, CLASS 20	CY	\$ 15.00	6155	\$ 92,325
12.03	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	\$ 600.00	977.4	\$ 586,440
12.04	2404-7775000	REINFORCING STEEL	LB	\$ 1.15	123708	\$ 142,264
12.05	2507-3250005	ENGINEERING FABRIC	SY	\$ 5.00	441	\$ 2,205
12.06	2507-6800061	REVTMENT, CLASS E	TON	\$ 50.00	395	\$ 19,750
SUBTOTAL CONSTRUCTION					\$	3,544,644.60
CONSTRUCTION CONTINGENCY (10%)					\$	354,464.46
TOTAL CONSTRUCTION					\$	3,899,109.06



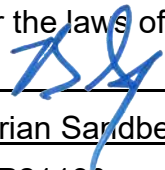
**E. MERLE HIBBS BOULEVARD
EAST EXTENSION**

**CITY OF MARSHALLTOWN PROJECT NO. ECO19001
MEC PROJECT NO.190227**

**PREPARED BY:
McClure Engineering Company
1360 NW 121st Street
Clive, Iowa 50325**



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature:  Date: 5/5/2020

Name: Brian Sandberg, P. E.

Iowa Reg. No. P21130

My license renewal date is December 31, 2021

Pages or sheets covered by this seal: ALL

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PART I – BIDDING AND CONTRACT DOCUMENTS

OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
E. MERLE HIBBS BOULEVARD
EAST EXTENSION
PROJECT NO. ECO19001**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE E. MERLE HIBBS BOULEVARD EAST EXTENSION IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 26th day of May, 2020 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. ECO19001, the E. MERLE HIBBS BOULEVARD EAST EXTENSION is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received utilizing online bidding through QuestCDN until 10:00 a.m. local time, on the 2nd day of June, 2020 for the construction of the E. MERLE HIBBS BOULEVARD EAST EXTENSION as described in the plans and specifications for Project No. ECO19001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 8th day of June, 2020 or at such later time and place as may then be fixed.

Bids will be opened and read during a GoToMeeting conference call. The information for the GoToMeeting is listed below:

Online Access - <https://global.gotomeeting.com/join/473213925>

Phone Access - 1-866-899-4679 (Toll Free) or 1-571-317-3117

Phone Access Code: 473-213-925

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the E. MERLE HIBBS BOULEVARD EAST EXTENSION in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. ECO19001 the E. MERLE HIBBS BOULEVARD EAST EXTENSION.

The Work will include but is not limited to the following improvements:

Construct E. Merle Hibbs Boulevard East Extension including all materials, labor and equipment necessary for installation of approximately: 1,800 LF of storm sewer, 2,000 LF of sanitary sewer, 1,700 LF of water main, 100,000 CY of grading, 6,700 SY of modified subbase, 2,500 LF of PCC curb and gutter, 5,700 SY of HMA pavement, 1,900 SY of sidewalk and shared use path, twin 10' x 8' x 269' reinforced concrete box culvert, pavement markings, surface restoration, revetment, erosion control, and

miscellaneous related work and appurtenances.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. ECO19001 as proposed by the City Engineer.

Obtaining the Bidding Documents

All bid documents including project drawings and technical specifications will be available on QuestCDN.com starting **May 12th, 2020**.

Information and Bidding Documents for the Project can be found and may be downloaded from the following designated website: Questcdn.com Ebid Reference No.: 7054448

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the _____ day of _____, 2020.

Owner: _____ City of Marshalltown

By: _____ Shari L. Coughenour, CMC

Title: _____ City Clerk

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website (QuestCDN.com) as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder on QuestCDN and obtain a complete set of the Bidding Documents from QuestCDN. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner through the Bidding Documents Website.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room or the Bidding Documents Website.
- 2.05 *Electronic Documents*
 - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

- B. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- C. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- D. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
- E. Electronic Documents that are available in native file format include:
 - 1. **Plans in Microstation format.**
- F. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
- G. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- H. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
- B. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - 2. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - 3. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - 4. Technical Data contained in such reports and drawings.
- C. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose

accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- D. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- E. *Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Data Report (GDR).
 - 1. As set forth in the Supplementary Conditions, the GDR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GDR is a Contract Document.
 - 2. The Baseline Conditions in the GDR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GDR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - 3. Nothing in the GDR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - 4. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the geotechnical information provided in the plans.
- F. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and

certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **Questions shall be submitted via the Bidding Documents Website.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued either by Addenda or posted on the Bidding Documents Website and notification sent to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in the answers to questions posted on the Bidding Documents Website or an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions other than specified above are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7

days after the Effective Date of the Contract or 31 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 When requested by the Owner, the apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days after Bid opening.
- 11.02 Such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or

Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

- 11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included on the Bidding Documents Website and shall be completed as required by the Bidding Documents Website before the bid can be submitted.
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture

must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include the Bid Form, Bid Bond Form, and other required documents. The Bid Form is to be completed and submitted with the Bid

security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement. Mailed or paper bids will not be accepted.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- 17.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also

reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation

required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. A128063. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—PREFERENCE FOR IOWA PRODUCTS

22.01 By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, (Chapter 73, Code of Iowa).

ARTICLE 23—DESIGN ENGINEER INFORMATION

23.01 The Engineering firm is: McClure Engineering Company

23.02 The Engineering firm's contact person is: Brian Sandberg, P.E., Project Manager

23.03 The firm's address is: 1360 NW 121st Street, Clive, IA, 50325

23.04 Phone (515) 964-1229

23.05 Email: bsandberg@mecresults.com

BIDDING DOCUMENTS

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- A. This Bid is submitted to: The City of Marshalltown, 24 N. Center Street, Marshalltown, IA 50158.
- B. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- A. The following documents are submitted with and made a condition of this Bid:

Required Bid security;

List of Proposed Subcontractors;

List of Proposed Suppliers;

Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

Required Bidder Qualification Statement with supporting data; and
Bidders Status Form.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- A. Unit Price Bids

Bidder will perform the following Work at the indicated unit prices in the bid form available on the Bidding Documents Website:

Bidder acknowledges that:

each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

- B. Total Bid Price (Lump Sum and Unit Prices)

ARTICLE 4—Time of Completion

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- B. Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- A. Bid Acceptance Period

This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

- B. Instructions to Bidders

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

- C. Receipt of Addenda

Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- A. Bidder's Certifications

The Bidder certifies the following:

This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

Bidder has not solicited or induced any individual or entity to refrain from bidding.

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if _____
.....)

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BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): E. Merle Hibbs Boulevard East Extension Bid Due Date: June 2nd, 2020, 10:00 AM CDT
Bond Penal Sum: [Amount] Date of Bond: [Date] Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest . _____ <i>(Signature)</i>	Attest . _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BIDDERS QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		☐ Yes ☐ No ☐ Pending	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

ARTICLE 5—CONSTRUCTION EXPERIENCE

- 5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

- 5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No

Been released from a bid in the past 5 years? ☐ Yes ☐ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

5.03 Completed projects: (List several from past two years.)

Location and Description of Work	Owner	Contract Amount	Date Completed

5.04 Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed

ARTICLE 6—CONSTRUCTION EXPERIENCE CERTIFICATION

6.01 This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

BIDDER STATUS FORM

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
- If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
- If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____ You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACT DOCUMENTS

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NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Owner's Project No.: ECO19001

Engineer: City of Marshalltown

Engineer's Project No.:

Project: E. Merle Hibbs Blvd East Extension

Contract Name: E. Merle Hibbs Blvd East Extension

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is **[\$[Contract Price]]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Marshalltown, Iowa**

By (signature):

Name (printed):

Title:

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Marshalltown ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: E. Merle Hibbs Boulevard East Extension

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **E. Merle Hibbs Boulevard East Extension**

ARTICLE 3 – ENGINEER

- 3.01 The Owner will be the ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Design Engineer"

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Dates

- A. The Work will be substantially complete on or before **May 31st, 2021 with a final restoration of surface date on or before September 30th, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 30th, 2021**.

- 4.03 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 End of grading, underground utilities, paving, and box culvert construction, May 31st, 2021
 2. Milestone 2 End of seedbed preparation and final seeding, September 30th, 2021
 3. Milestone 3 All work complete, September 30th, 2021

4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
- B. Substantial Completion: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- C. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.
- D. Milestones: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
- E. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- F. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – **CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, \$_____, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – **PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of 5 percent per annum.

ARTICLE 7 – **CONTRACT DOCUMENTS**

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings listed on the attached sheet index.
 - 7. Addenda (numbers [number] to [number], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. [list exhibits]
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract

Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 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 bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): E. Merle Hibbs Boulevard East Extension Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **“None”**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): E. Merle Hibbs Boulevard East Extension Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its

obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **"None"**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): E. Merle Hibbs Boulevard East Extension Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☒ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until five (5) years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC®C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **"None"**

NOTICE TO PROCEED

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: **City of Marshalltown** _____
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

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CONTRACT CONDITIONS

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *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 Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. A demand for money or services by a third party is not a Claim.

11. *Constituent 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.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall:
(a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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 (email), 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 Contract. 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 the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *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 Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *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.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *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 Contract Documents.
38. *Site*—Lands or areas indicated in the 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 or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract 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.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on

special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *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 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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.

46. *Technical Data*

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *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.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the 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 Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*:** References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G.** Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*:** When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*:** When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*:** After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall

promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be

held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, 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.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by

an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work

under the 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 notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the

accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant

against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the

subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a

qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, 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 Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1)

any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under

the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants 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);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions,

or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds

thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other 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, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the 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 fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the 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, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or

material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to

changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill

warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a

written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved

variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the

Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has

arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or

increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations

applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident

thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein 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.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time

thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- C. *Resolution of Certain Change Proposals*: 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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim

by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the

Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work,

disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A.** It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:** Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the

Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by

Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation

warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. 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.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. 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 responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or

- damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and

other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written

recommendation of final payment and issuance of notice of the acceptability of the Work.

- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the

Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or

damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. 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 Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one (1) copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, 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 in an electronic or digital format 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 Contract.
- 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 Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- 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 Contract 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 the notice requirements of Paragraph 18.01 of the General Conditions.

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 is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 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 shall 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 shall 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 Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract 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 after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- 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.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor’s use of the facility and pricing of such use.

C. 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 Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor 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, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. 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.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor 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 Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.03 *Reporting and Resolving Discrepancies*

SC-3.03.B.1 The following shall be added to Paragraph 3.03.B.1 as Paragraph 3.03.B.1.c:

- c. In resolving conflicts, errors or discrepancies within the Contract Documents, the various elements will be given precedence in the following order:
 - 1) Agreement with Change Orders or Modifications
 - 2) Specific Project Requirements
 - 3) Supplementary Conditions
 - 4) General Conditions
 - 5) Specifications (Part II)

6) Drawings

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.67 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 85 degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Marshalltown, Marshalltown Municipal Airport (KMIW).
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as

“abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: ~~[If there are no such reports, so indicate in the table.]~~

Report Title	Date of Report	Technical Data
Contract Drilling and Laboratory Testing Report	June 12, 2019	Geotechnical Data Report

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
Not Applicable		[Identify Technical Data]

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at City Engineer’s Office during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no**

such reports, so indicate in the table]

Report Title	Date of Report	Technical Data
Not Applicable		[Identify Technical Data]

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
Not Applicable		[Identify Technical Data]

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **four (4) years** after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15 percent** of the final Contract Price. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General

Conditions.

6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	Not Applicable
Bodily injury by disease—aggregate	Not Applicable
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	Not Applicable

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations

by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that 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.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of

railroad property).

2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- I. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- J. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	Not Applicable
General Aggregate	Not Applicable

- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	Not Applicable
Annual Aggregate	Not Applicable

- N. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing

the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Union Pacific Railroad Protective Liability Insurance](#)

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	Not Applicable
Aggregate	Not Applicable

- O *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	Not Applicable
General Aggregate	Not Applicable

- P. *Other Required Insurance:* None

6.04 Builder’s Risk and Other Property Insurance

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and

artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$1,000,000.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$1,000,000.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
- 10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds

the following:

a. **None**

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

a. **None**

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$500,000.

13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:

a. None.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. No Work shall be done between 6:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday

through Saturday. Contractor will not perform Work on a Sunday, or any legal holiday.”

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Iowa and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 Owner’s Site Representative

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 Owner’s Site Representative

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is not Engineer’s consultant, agent, or employee. Owner’s Site Representative will be City of Marshalltown.

9.14 Construction Staking

SC-9.14 Add the following new paragraph immediately after Paragraph 9.13 of the General Conditions:

9.14 Construction Staking

- A. The Engineer will furnish construction staking to prosecute the Work as described below. The Contractor shall make timely demands of the Engineer for such staking. The Contractor shall provide advance written notice of not less than five working days for setting stakes.
 - 1. The contractor shall be responsible for transferring from benchmarks, grade and line stakes all distances and elevations necessary for the execution of the work.
 - 2. The Contractor may request additional staking at the Pre-Construction

Conference. Should the Contractor request the setting of stakes in excess of those described above, after the Pre-Construction Conference, the Contractor shall be responsible for the extra cost, which will be prorated on the basis of the total number of stakes set.

- B. The Contractor shall preserve all construction stakes, reference points, and other survey points. In case of their loss or destruction, the Contractor shall be liable for and charged with the cost of their replacement and of any expense resulting from their loss or disturbance. Such surveys shall constitute instruction from the Engineer, and the Contractor shall not proceed with the Work until construction stakes have been provided.
- C. Should the Owner's representative be required to reset construction stakes, the cost for such resetting will be at the then current per diem rates. The charges for such Work will be deducted from the progress payments for the Contractor for the month in which the surveying Work is done by the Owner and thereon paid to the Owner's representative.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new

at retail would be less than \$500.

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Add the following new Paragraph 15.01.B:

- B. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for Payment is accepted by resolution of the City Council, and the Owner will make payment to the

Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.06 Final Payment

SC-15.06 Delete Paragraph 15.06.E in its entirety and insert the following in its place:

- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor on or before thirty (30) days after completion and acceptance by resolution of the City Council of the final Application for Payment from Engineer.

15.08 Correction Period

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such

revision has been made in SC-6.01.B, then the correction period is hereby specified to be four (4) years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

ARTICLE 19—FEDERAL REQUIREMENTS

SC-19.01 Add Article 19 titled "FEDERAL REQUIREMENTS"

SC-19.02 Add Article 19.01 with the title "Conflict of Interest":

19.01 Conflict of Interest

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC-19.03 Add Article 19.02 with the title "Gratuities":

Article 19.02 Gratuities

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner in an attempt to secure this Contract or favorable treatment in

awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

- B. In the event this Contract is terminated as provided in paragraph 19.02.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC-19.04 Add Article 19.03 with the title “Environmental Requirements”:

19.03 Environmental Requirements

- A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:
1. Wetlands –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
 2. Floodplains –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
 3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the State Historic Preservation Office (SHPO).
 4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner. Construction shall be temporarily halted pending the notification process and further directions issued by the U.S. Fish and Wildlife Service.
 5. Mitigation Measures – The following environmental mitigation measures

are required on this Project: **NONE**

EXHIBIT A— 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 Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution 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/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
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 9.0 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2015			
DOC	Microsoft® Word .docx format Version 2013			
EXC	Microsoft® Excel .xls or .xml format Version 2013			
DB	Microsoft® Access .mdb format Version 2013			

EXHIBIT B— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) $\geq 1.67''$	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.) $\leq 35^{\circ}\text{F}$	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) $\geq 85^{\circ}\text{F}$
January	0	31	0
February	0	29	0
March	7	31	0
April	12	12	0
May	20	0	0
June	22	0	0
July	22	0	0
August	20	0	0
September	17	0	0
October	13	6	0
November	8	30	0
December	0	31	0
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.			

ADDITIONAL FORMS

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: ECO19001
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: E. Merle Hibbs Boulevard East Extension
Contract Name: E. Merle Hibbs Boulevard East Extension

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (*signature*): _____
Name (*printed*): _____
Title: _____

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NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: ECO19001
Engineer: City of Marshalltown Engineer's Project No.:
Contractor: Contractor's Project No.:
Project: E. Merle Hibbs Boulevard East Extension
Contract Name: E. Merle Hibbs Boulevard East Extension
Notice Date: Effective Date of the Construction Contract:

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

This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

This Notice reflects and is an expression of the Engineer's professional opinion.

This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.

This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer.

This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (*signature*): _____
Name (*printed*): _____
Title: _____

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CONTRACTOR'S APPLICATION FOR PAYMENT

Owner:	City of Marshalltown	Owner's Project No.:	ECO19001
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	E. Merle Hibbs Boulevard East Extension		
Contract:	E. Merle Hibbs Boulevard East Extension		

Application No.: _____	Application Date: _____
Application Period: From _____	to _____

1. Original Contract Price	\$ -
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$
5. Retainage	
a. _____ X \$ _____ Work Completed	\$
b. _____ X \$ _____ Stored Materials	\$
c. Total Retainage (Line 5.a + Line 5.b)	\$
6. Amount eligible to date (Line 4 - Line 5.c)	\$
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$
9. Balance to finish, including retainage (Line 3 - Line 4)	\$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____	
Signature: _____	Date: _____

Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

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Contractor's Application for Payment

Owner:	_____	Owner's Project No.:	_____
Engineer:	_____	Engineer's Project No.:	_____
Contractor:	_____	Contractor's Project No.:	_____
Project:	_____		
Contract:	_____		

Application No.:	Application Period:	From	to	Application Date:
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
Original Contract Totals		\$	\$	\$	\$	\$		\$
Change Orders								

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.:	Application Period:	From	to	Application Date:
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Order Totals		\$	\$	\$	\$	\$		\$
Original Contract and Change Orders								
Project Totals		\$	\$	\$	\$	\$		\$

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____
Engineer: _____
Contractor: _____
Project: _____
Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.:	Application Period:	From	to	Application Date:
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Original Contract Totals					\$	\$	\$	\$	\$		\$
Change Orders											

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.:	Application Period:	From	to	Application Date:
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Order Totals					\$	\$	\$	\$	\$		\$
Original Contract and Change Orders											
Project Totals					\$	\$	\$	\$	\$		\$

Stored Materials Summary

Contractor's Application for Payment

Owner:		Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

Application No.: _____ **Application Period:** From _____ to _____ **Application Date:** _____

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CHANGE ORDER NO.: [#]

Owner: _____ Owner's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Project: _____
 Contract Name: _____
 Date Issued: _____ Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] :		[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] :	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	

Recommended by Engineer (if required) By: _____ Title: _____ Date: _____ Authorized by Owner By: _____ Title: _____ Date: _____	Accepted by Contractor _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
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FIELD ORDER NO.: [FO#]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

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RESOLUTION ORDERING CONSTRUCTION OF THE E. MERLE HIBBS PROJECT
ECO19001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF
NOTICE TO BIDDERS

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the construction of the e. Merle Hibbs Project No. ECO19001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. ECO19001 , and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. This Council does hereby order the construction of the E. Merle Hibbs Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. ECO19001, now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a E. Merle Hibbs Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on May 26__, 2020, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on June 2, 2020_. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on June 10, 2020, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 11th day of May, 2020, and signed this _____ day of May, 2020,.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SET DATE FOR HEARING ON
AMENDMENT TO DEVELOPMENT
AGREEMENT

(Flint Hills Holdings)

422742-36

Marshalltown, Iowa

May 11, 2020

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 o'clock p.m., on May 11, 2020, at the Council Chambers, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out, related to setting a date for hearing on an amendment to a Development Agreement with Flint Hill Holdings, in connection with the construction of a 50-unit multi-family development, and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Setting date for public hearing on an amendment to a Development Agreement with Flint Hills Holdings, to increase economic development payments to an amount not to exceed \$575,000

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City Council has approved an agreement (the “Development Agreement”) with Flint Hills Holdings (the “Developer”) in connection with the construction of a 50-unit multi-family housing development to be located in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide incentives to the Developer in the form of economic development payments equal to 100% of the incremental property taxes to be paid by the Developer, for a period of fifteen years, in a total estimated amount not to exceed \$400,000, under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, the Developer has requested that the amount of economic development payments be increased to \$575,000; and

WHEREAS, it is necessary to set a date for a public hearing on a proposed amendment to the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This Council shall meet on the 25th day of May, 2020, at 5:30 o’clock p.m., at the Council Chambers, at which time and place a public hearing will be held on a proposed amendment to the Development Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing, the time when and place where the meeting will be held, by publication at least once not less than four days and not more than twenty days before the meeting in a legal newspaper of general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF HEARING ON AMENDMENT TO DEVELOPMENT AGREEMENT WITH FLINT
HILLS HOLDINGS

The City Council of the City of Marshalltown, Iowa, will meet at the Council Chambers on the 26th day of May, 2020, at 5:30 o'clock p.m., at which time and place a public hearing will be held on a proposed amendment to a Development Agreement between the City and Flint Hills Holdings, in connection with the construction of a 50-unit multi-family housing development to be located in Marshalltown Urban Renewal Area No. 4, which amendment would increase the amount of economic development tax increment rebate payments to \$575,000, as authorized by Section 403.9 of the Code of Iowa.

The proposed amendment to the Agreement to make economic development payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from property owned by Flint Hills Holdings, located within the Marshalltown Urban Renewal Area No. 4.

At the meeting, the Council will receive oral or written comments from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the proposed amendment to the Development Agreement.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Shari Coughenour
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved May 11, 2020.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which a public hearing will be held on an amendment to a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

May 5, 2020

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, IA 50158

Re: Set Hearing on Amendment to Development Agreement/Flint Hills Holdings
File No. 422742-36

Dear Shari:

I have prepared a resolution that may be adopted by your City Council on May 11 to set May 25 as the date for a public hearing on the proposed amendment to the Development Agreement with Flint Hills Holdings.

The notice of public hearing on the amendment must be published once, not less than four (4) nor more than twenty (20) days prior to the City Council meeting at which the hearing will be held. Please email or fax a copy of the published notice to us. Our fax number is (515) 283-1060.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact me if you have questions.

Sincerely yours,

Robert E. Josten

Cc by email: Jessica Kinser

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Flint Hills Holdings (the “Developer”) as of the 25th day of May, 2020.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property which is situated in the City and in the Urban Renewal Area and is more specifically described as follows:

12 East State Street - South 137 feet, 11 inches of Lot 8, excluding the East 1 foot of the South 80 feet of Lot 8 & North 100 feet of Lot 9, Block 3 in the Town of Marshall
20 East State Street – Lot 10, Block 3, Original Town of Marshall
26 East State Street - Lot 11, Block 3, Original Town of Marshall
28 East State Street – The South 120 feet of Lot 12, Block 3, Original Town of Marshall
104 N 1st Avenue – The North 60 feet of Lot 12, Block 3, Original Town of Marshall
(the “Property”); and

WHEREAS, the Developer has proposed to undertake the development of a fifty-unit rental housing development (the “Housing Project”) on the Property, within which at least 90% of the units will be affordable to families of low and moderate income as defined in Iowa Code Section 403.17(14); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments to be used to reimburse the Developer for a portion of the costs of constructing the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Housing Project Construction. The Developer agrees to construct the Housing Project on the Property. The Developer will submit a detailed site plan (the “Site Plan”) for the development of the Housing Project to the City which, upon approval by the City, shall be attached as Exhibit A hereto. The Developer agrees to construct the Housing Project in accordance with the Site Plan and to substantially complete such construction by no later than June 1, 2021.

2. Property Taxes. The Developer agrees to make, or make provision for, timely payment of all property taxes as they come due with respect to the Property and the completed Housing Project, throughout the term of this Agreement and to submit a receipt or

cancelled check to the City Clerk in evidence of each such payment. The Developer hereby acknowledges that the funding of Payments (as hereinafter defined in Section B.1) is contingent upon the full and timely payments of such property taxes as may from time to time become due and owing with respect to the Property

3. Default Provisions. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- a) Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- b) Failure by the Developer to fully and timely remit payment of property taxes when due and owing during the term of this Agreement.
- c) A determination by the City that the Developer has failed to provide at least 90% of the units of the Housing Project at a rental level that is affordable to families of low and moderate income as defined in Iowa Code Section 403.17(14).

Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, City shall then have the right to:

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold the Payments under Section B.1 of this Agreement, such right being in addition to the right of annual appropriation as set forth in Section B.2 below.

B. City’s Obligations

1. Payments. In recognition of the Developer’s covenants set out above, the City agrees to make Payments to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however that the aggregate, total amount of the Payments shall not exceed \$575,000, and all Payments shall be made subject to annual appropriation by the City Council as hereinafter set forth.

Payments will be made on December 1 and June 1 of each fiscal year, beginning on the first December 1 for which Incremental Property Tax Revenues (as hereinafter defined) become available with respect to the Property, and continuing for a total of fifteen fiscal years, or until Payments in the total amount of \$575,000 have been made. For example, if an increase in the incremental valuation of the Property is shown on the Marshall County tax rolls as of January 1, 2021, the first Payment could be made on December 1, 2022.

Each Payment shall be in an amount equal to 100% of the Incremental Property Tax Revenues received by the City with respect to the Property during the six (6) months immediately preceding each Payment date. “Incremental Property Tax Revenues” are produced

by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and instructional support levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Marshall County Treasurer that are attributable to the Property.

2. Annual Appropriation. Each Payment shall be subject to a finding by the City Council that the Developer is in full compliance with each of the Developer's Covenants set out above, and each Payment shall be subject to annual appropriation by the City Council. Prior to November 15 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the next succeeding fiscal year, an amount of Incremental Property Tax Revenues to be collected in such following fiscal year equal to 100% of the City's estimate of the amount of Incremental Property Tax Revenues that could be collected in such year (the "Appropriated Amount"). Each such estimate shall be based on then current consolidated property tax levy and most recent incremental valuation of the Property.

To the extent the City Council decides to obligate funds for appropriation to the Payments, the City agrees to certify to the Marshall County Auditor by December 1 of each year during the term of this Agreement, an amount equal to the most recently determined Appropriated Amount.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, provided, however, that no more than thirty semi-annual Payments shall be made and total Payments shall not exceed \$575,000.

C. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

FLINT HILLS HOLDINGS

By: _____

EXHIBIT A
SITE PLAN

4.23.2020

Tony Krsnich
Flint Hills Holdings Group, LLC
7301 Mission Rd., Suite 326
Prairie Village, KS 66208



Re: Marshalltown Lofts

To Whom It May Concern:

I am writing to the City Council of Marshalltown, IA to request an adjustment to the TIF agreement approved for Marshalltown Lofts.

The request is the result of underwriting standards set forth by our tax credit investors on the project. Due to the high vacancy rates in Marshalltown and the unknowns of the Corona virus pandemic in regards to achievable rents, it is imperative the TIF reimbursement covers the entire FIFTEEN YEAR compliance period for this mixed-income project.

While this was the goal and what was approved previously by the City Council, we now know the State of Iowa will be taxing this project as a Commercial Asset and not a Multifamily Asset. This results in a higher tax rate which would make the project infeasible as it would not meet it's debt covenants in the later part of the FIFTEEN YEAR compliance period.

Further, the Iowa Finance Authority, the tax credit investors, and the lenders all require a 3% annual escalator on all Operating Expenses. While this is an extremely conservative approach, it is industry standard.

Therefore, we ask the City Council adjusts the FIFTEEN YEAR 100% TIF from "up to \$400,000" to "up to \$575,000." While this change will not have any additional financial impact on the City, it is necessary to suffice all parties underwriting of the Operating Expenses.

While we all believe the FIFTEEN YEAR TIF be substantially less than the requested amount, we do not believe we can achieve underwriting approval without it. Please keep in mind, the TIF this project receives is a portion of the property taxes it will pay in as the existing taxes will be frozen.

Thank you for your continued support for this amazing project during these unprecedented times.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Krsnich". The signature is fluid and cursive, with the first name "Tony" being more legible than the last name "Krsnich".

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: April 23, 2020
RE: TIF Request- Flint Hills/Marshalltown Lofts

On March 23rd, the City Council approved the development agreement with Flint Hills Holdings for a 100% rebate of incremental taxes for 15 years, not-to-exceed \$400,000. As they have progressed further in their calculations, they realized the \$400,000 was likely to be paid out before the end of the 15 year period. This, along with some other issues, is resulting in questions from their lender and a reduced debt for the project.

Tony Krsnich of Flint Hills Holdings is requesting the City increase the not-to-exceed figure to \$575,000. I'm attaching the calculations I have performed to show what would happen with a 3% annual increase in assessed value, which is not likely to occur.

The Council needs to decide if you want to proceed with increasing the dollar amount of the development agreement, which would require a process of holding a public hearing on the amendment.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin



RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE 2017
MANHOLE AND POINT REPAIR PROJECT # 59016002
AN INCREASE OF \$52,796.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Fox Engineering, for the labor and material for the 2017 Manhole and Point Repair Project #59016002; and

WHEREAS an increase is requested for items to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract Change Order #4 for the 2017 Manhole and Point Repair Project, in the increased amount of \$52,796.00 is hereby accepted and approved.

Passed this 11th day of May 2020, and signed this _____ day of _____, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

May 6, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Change Order #4 Manhole and Point Repair Project – Con-Struct, Inc for installation of sanitary sewer on North 4th Avenue.

Policy Issue: City policy requires Governing Body approval of Change Orders in excess of \$25,000 aggregate amount for the project.

Recommendation: Staff recommends approving Change Order #4 for the 2017 Manhole and Point Repair Project in the amount of \$38,286.50. This increases the project costs to \$3,939,354.95.

Background: This change order reflects changes in the contract to replace a section of sanitary sewer along North 4th Avenue from East Bromley Street to East State Street. The sanitary sewer in this area is slated to be replaced in the next sanitary sewer project the City undertakes. This section of sanitary sewer underlays the section of roadway that will be milled and overlayed as part of the NE FEMA Street Repair project that will be completed in 2020. For this reason it is imperative to complete the replacement with the existing Manhole and Point Repair project.

Budget Impact: There are sufficient funds to accept this change order.

Attachment: Change Order #4

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Director
Date: May 7, 2020
RE: Coliseum Change Orders 18

Policy Issue: City policy requires Governing Body approval of Change Orders in excess of \$25,000 aggregate amount for the project.

Recommendation: Staff recommends approving the Change Order with Garling Construction for the additional work needed in the Coliseum.

Background: During the demolition of the inside of the Coliseum several items were uncovered that need to be address before construction can begin. There were also some items not address in the plans by the architects/engineers that have now been addressed so changes in the plans are needed to complete the project. Here is a breakdown of each Change Order and the costs. Also attached are each change order and their description.

- COR-18 - \$25,383.57 When excavating the area for the elevator shaft and the new footings for the new entrance area the soil was tested and determine to not be suitable per testing from Terracon. It was determined the area needed to be over-excavated and gravel material be installed instead of the dirt to support the new elevator shaft and entrance area.

These add up to \$25,383.57

Budget Impact: Please see the attachment for the full breakdown of revenues and expenditures. The change orders, added to the previous 15 change orders, result in a \$169,547.42 project deficit. We are not recommending transferring of LOST or TIF at this time in order to see the impact of future change orders/deducts.

Attachment: Change Orders 18

Expenditures		Funding	
Garling Construction	3,469,000	Insurance- RC	1,658,366
Alternate 1	22,000	Insurance- ORD	250,000

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



Alternate 2	8,500	Donations/Grants	1,350,000	
GTG Bidding Phase	10,100	Alliant Rebate	48,200	
GTG Construction Phase	92,350	City Sources	568,239	
CPMI	160,460	SRC Proceeds	428,239	
Furniture, Fixtures, AV	100,000	TIF Reimb	140,000	
Total	3,862,410		3,874,805	12,395
Change Orders 1-12	145,757.42	(3/23/20)	Deficit	(169,547.42)
Change Orders 13-15	10,801.43	(4/13/20)		
Change Order 18	25,383.57	(5/11/20)		

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



2020-

RESOLUTION APPROVING CONTRACT CHANGE ORDER #18
FOR THE VETERANS MEMORIAL COLISEUM RENOVATION
PROJECT, AN INCREASE OF \$25,383.57

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, for the labor and material for the Veterans Memorial Coliseum Renovation Project; and

WHEREAS an increase is requested for items to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract Change Order #18 for the Veterans Memorial Coliseum Renovation Project, in the increased amount of \$25,383.57 is hereby accepted and approved.

Passed this 11th day of May 2020, and signed this _____ day of May 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0018**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Thursday, April 23, 2020

Project: Vets Memorial Coliseum Marshalltown

Change order for over excavation at addition.

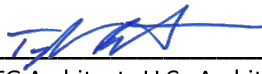
#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00022	Bond	Other Expense		0.000	497.720	0.0000	\$497.72
00022	Vision Concrete				2223.500	10.0000	\$2,445.85
00022	Construct				20400.000	10.0000	\$22,440.00

PROPOSAL SUMMARY

Other Expense \$497.72
\$24,885.85
Net Costs \$25,383.57

Proposal Total \$25,383.57

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x  Date: 5-7-2020

GTG Architects LLC, Architect

Owner: x _____ Date: _____

CITY OF MARSHALLTOWN

PM: x  Date: 4-23-20

Douglas R Mertens, Project Manager

COR#018 - Over Excavatopm at Addition - Price not to Exceed.

AS OF: 4/21/2020

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
	MVRA additive to Gym Floor Concrete														
030-150	Form Rental - Vision Concrete	1	ls		1	sub			0.00	0.00	0.00	2,223.50		2,223.50	22,623.50
020-052	Mass Excavation - Construct	1	ls		1	sub			0.00	0.00	0.00	20,400.00		20,400.00	
	PHASE TOTAL														
	JOB TOTAL							0.00	0.00	0.00	0.00	22,623.50	0.00		22,623.50

NET CHANGE 22,623.50

Sub Mark up 10% 2,262.35
Mark up 15% on GC self performed or supplied material 0.00

Subtotal Change 24,885.85
Bond 2% 497.72
Total \$25,383.57

Instructions on the reverse side

For period (MM/DD/YYYY) ____/____/____ through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Golden Land Inc (Asian grocery store)
Physical Location Address 11 E State Street City Marshalltown ZIP 50158
Mailing Address 11 E State Street City Marshalltown State IA ZIP 50158
Business Phone Number 6413281012

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP _____
Mailing Address 11 E State Street City Marshalltown State IA ZIP 50158
Phone Number 6413281012 Fax Number 6413281012 Email gl2010wm@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Win Kegan Name (please print) _____
Signature [Signature] Signature _____
Date 04-27-2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00 4/24/2020
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Marshalltown
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Dallas General Store #4200
Physical Location Address 2413 S. center st. City Marshalltown ZIP 50158
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Business Phone Number 641-752-1871

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Dalgen Corp, LLC
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Phone Number 615-855-4100 Fax Number 877-361-4130 Email tax-beerandwine@dalgen.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☒ Retail-General merch

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) X Kelly Harper Name (please print) _____
Signature X Kelly Harper Signature _____
Date 4/14/2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100⁰⁰ 5/4/2020
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Marshalltown
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 7/01/2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Dollar General Store #2011
Physical Location Address 408 S. 9th St. City Marshalltown ZIP 50158
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Business Phone Number 641-752-7346

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Dollar Corp LLC
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072
Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwine@dollargeneral.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☒ Retail - General merch.

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) X Kelly Harper Name (please print) _____
Signature X Kelly Harper Signature _____
Date 4/14/2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00 5/4/2020
 - Fill in the date the permit was approved by the council or board: _____
 - Fill in the permit number issued by the city/county: _____
 - Fill in the name of the city or county issuing the permit: Marshalltown
 - New ☐ Renewal ☒
- Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
- Email: iapledge@iowaabd.com
 - Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Fareway Stores, Inc. # 467

Physical Location Address 102 West Anson Street City MARSHALLTOWN ZIP 50158

Mailing Address 102 West Anson Street City MARSHALLTOWN State IA ZIP 50158

Business Phone Number 641 752-5181

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.

Mailing Address PO Box 70 City Boone State IA ZIP 50036

Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Garrett S Piklapp

Name (please print) _____

Signature Garrett S Piklapp

Signature _____

Date 05/01/2020

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00 5/4/2020
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Marshalltown
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Marshall B.W.S
Physical Location Address 11 N 3rd Ave City Marshalltown ZIP 50158
Mailing Address 11 N 3rd Ave City Marshalltown State IA ZIP 50158
Business Phone Number 641-753-2507

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Midwest Liquor LLC
Mailing Address 4423 Wildrose Ct City Cedar Falls State IA ZIP 50613
Phone Number 319-830-2729 Fax Number _____ Email midwestllc786@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Waleed Parvez Name (please print) _____
Signature [Signature] Signature _____
Date 04-10-2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00 4-13-2020
 - Fill in the date the permit was approved by the council or board: _____
 - Fill in the permit number issued by the city/county: _____
 - Fill in the name of the city or county issuing the permit: Marshalltown
 - New ☐ Renewal ☒
- Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
- Email: iapledge@iowaabd.com
 - Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Marshall Tobacco & Vape Outlet
Physical Location Address 19 W Main St City Marshalltown ZIP 50158
Mailing Address 19 W Main St City Marshalltown State IA ZIP 50158
Business Phone Number 641-753-2516

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Midwest Liquor LLC
Mailing Address 4423 Wildrose Ct City Cedar Falls State IA ZIP 50613
Phone Number 319 830 2729 Fax Number _____ Email midwestllc786@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☒
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Naleed Pavez Name (please print) _____
Signature [Signature] Signature _____
Date 04-10-2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00 4-13-2020
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Marshalltown
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA BW Gas & Convenience Retail, LLC dba Yesway #1148
Physical Location Address 1701 Iowa Avenue City Marshalltown State IA ZIP 50158
Mailing Address 138 Conant Street City Beverly State MA ZIP 01915
Business Phone Number 978 720 7500 x 7529

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP BW Gas & Convenience Retail, LLC
Mailing Address 138 Conant St. City Beverly State MA ZIP 01915
Phone Number 978 720 7500 Fax Number _____ Email amoro2@yesway.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) _____ Name (please print) Thomas W. Brown
Signature _____ Signature [Signature]
Date _____ Date 04/27/2020

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100\$ 5/4/2020
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Marshalltown
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE RIVERVIEW PARK STORM WATER PUMP STATION RETAINING WALL
AND PAVING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT
NO.SMW20001
IN THE AMOUNT OF \$211,700.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Riverview Park Storm Water Pump Station Retaining Wall and Paving Project, being Project No. SMW20001 in the City of Marshalltown, as described in the plans and specifications therefore, and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Woodruff Construction, LLC Ft. Dodge, IA	\$211,700.00

After consideration of all bids filed, there was determined by the Council that the bid of Woodruff Construction, LLC of Ft. Dodge, Iowa, is the best and lowest responsible bid for the public improvement as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the bid of Woodruff Construction, LLC of Ft. Dodge, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Two Hundred Eleven Thousand Seven Hundred and .00/100 (\$211,700.00) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract

by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 11th day of May, 2020, and signed this _____day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

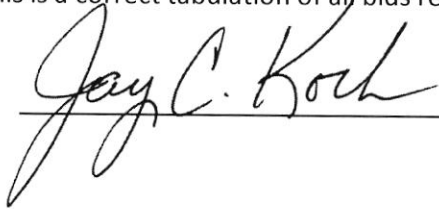
ATTEST:

Shari L. Coughenour, CMC, City Clerk

BID TABULATION
RIVERVIEW PARK STORM WATER PUMP STATION RETAINING WALL AND PAVING PROJECT
PROJECT NO.: SMW20001
BID OPENING: APRIL 28, 2020, 10:00 AM

	Engineer's Estimate Stanley Consultants, Inc.	Woodruff Construction, LLC Fort Dodge, IA 10% Bid Bond
Description	Bid Amount	Bid Amount
Lump Sum Bid Price	\$151,197.00	\$211,700.00

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.



DATE: 4/28/2020

The City of Marshalltown, IA
Joel T.S. Greer, Mayor
Jessica Kinser, City Administrator
Bob Ranson, Superintendent WPC
1001 Woodland Street
Marshalltown, IA 50158-1810
Tel - (641) 754-5709
Fax - (641) 754-5741
Email - branson@marshalltown-ia.gov

**the City of
Marshalltown**

WATER POLLUTION CONTROL

To: Mayor Greer and the City Council
From: Bob Ranson, Superintendent WPCP
Date: May 4, 2020
RE: Accept Bid and Award Construction Contract – Woodford Construction. LLC. for the Riverview Park Stormwater Pump Station, Retaining Wall and Paving Project. Project# SMW20001

Policy Issue: City policy requires Governing Body approval of agreements when consideration exceeds \$36,000.

Recommendation: Staff recommends accepting the bid and awarding the construction contract to Woodruff Construction, LLC. for an amount equal to \$211,700 . We received one bid. Adequate funding is available in the WPCP Stormwater Capital Improvement Fund.

Background: Riverview Park Stormwater Pump Station, Retaining Wall and Paving Project. Project# SMW20001 This project will provide paved access to the stormwater barscreen for maintenance, and retrieval of the debris dumpster for disposal of the screenings.

Budget Impact: This project has been budgeted for in the Stormwater Capital Improvement Fund at WPC.

cc: Jessica Kinser, City Administrator

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- A. This Bid is submitted to: The City of Marshalltown, 24 N. Center Street, Marshalltown, IA 50158.
- B. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- A. The following documents are submitted with and made a condition of this Bid:
 - 1. Required Bid security;
 - 2. List of Proposed Subcontractors;
 - 3. List of Proposed Suppliers;
 - 4. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - 5. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - 6. Required Bidder Qualification Statement with supporting data; and
 - 7. Bidders Status Form.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- A. Lump Sum Bids
 - 1. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 211,700
--------------------	------------

ARTICLE 4—Time of Completion

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06

of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

B. Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

A. Bid Acceptance Period

1. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

B. Instructions to Bidders

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

C. Receipt of Addenda

Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	4-15-2013
2	4-16-2020

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 7—BIDDER HEREBY SUBMITS THIS BID AS SET FORTH ABOVE:

Bidder:

By: Woodruff Construction, LLC
(typed or printed name of organization)
Jason Rechkemmer
(individual's signature)
Name: Jason Rechkemmer
(typed or printed)
Title: COO
(typed or printed)
Date: 4-28-2020
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Shana Streeter
(individual's signature)
Name: Shana Streeter
(typed or printed)
Title: Project Assistant
(typed or printed)
Date: 4-28-2020
(typed or printed)

Address for giving notices:

1920 Philadelphia St Ste 102
Ames IA 50010

Bidder's Contact:

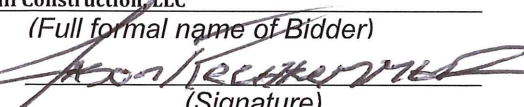
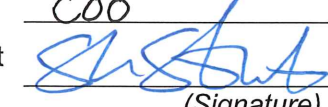
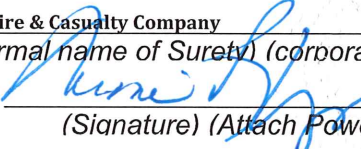
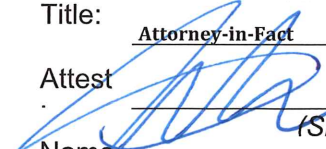
Name: Alan White
(typed or printed)
Title: Structures Project Manager
(typed or printed)
Phone: 515-357-0889 (cell)
Email: alanw@woodruff.build
Address:

1920 Philadelphia St Ste 102
Ames IA 50010

Bidder's Contractor License No.: (if applicable)

C097864

BID BOND (PENAL SUM FORM)

Bidder Name: Woodruff Construction, LLC Address (<i>principal place of business</i>): 1890 Kountry Lane Fort Dodge, IA 50501	Surety Name: United Fire & Casualty Company Address (<i>principal place of business</i>): P.O. Box 73909 Cedar Rapids, IA 52407-3909
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): Riverview Park Stormwater Pump Station, Retaining Wall and Paving, Marshalltown, Iowa; Project No. SMW20001 Bid Due Date: April 28, 2020
Bond Penal Sum: Ten Percent of the Bid Amount (10%) Date of Bond: April 16, 2020 Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>Woodruff Construction, LLC</u> (Full formal name of Bidder) By:  (Signature) Name: <u>Jason Rech Kemmer</u> (Printed or typed) Title: <u>COO</u> Attest:  (Signature) Name: <u>Shana Streeter</u> (Printed or typed) Title: <u>Project Assistant</u>	Surety <u>United Fire & Casualty Company</u> (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Name: <u>Dione R. Young</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest:  (Signature) Name: <u>Anne Crowner</u> (Printed or typed) Title: <u>Witness to Surety</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint **CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY BARTENHAGEN, DIONE R. YOUNG, KEVIN J. KNUTSON, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SYDNEY BURNETT, EACH INDIVIDUALLY**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed **\$100,000,000.00** and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of January, 2014

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

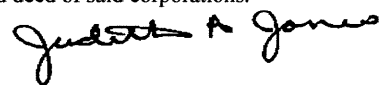
By: 
Vice President

State of Iowa, County of Linn, ss:

On 15th day of January, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



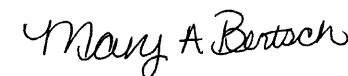


Notary Public
My commission expires: 04/23/2021

I, Mary A. Bertsch, Assistant Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 16th day of April, 2020.



By: 

Assistant Secretary,
UF&C & UF&I & FPIC

BIDDERS QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Woodruff Construction, LLC		
Corporate Office			
Name:	Donald A. Woodruff	Phone number:	515.576.1118
Title:	President	Email address:	donw@woodruff.build
Business address of corporate office:	1890 Kountry Lane		
	Fort Dodge, IA 50501		
Local Office			
Name:	Jason Rechkemmer	Phone number:	515.232.4535
Title:	Central Region President	Email address:	jasonr@woodruff.build
Business address of local office:	1920 Philadelphia Street, Suite 102		
	Ames, IA 50010		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Date Business was formed:	1956	State in which Business was formed:	Iowa
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Contractors Registration Certificate		
Licensing Agency:	State of Iowa Division Labor		
License No:	C097864	Expiration Date:	05/10/2021
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jim Wolter, Safety Specialist	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

ARTICLE 5—CONSTRUCTION EXPERIENCE

- 5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	150
Estimate of revenue for the current year:	\$80,000,000
Estimate of revenue for the previous year:	\$72,000,000

- 5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 60+
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No

Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

5.03 Completed projects: (List several from past two years.)

Location and Description of Work	Owner	Contract Amount	Date Completed
Fort Dodge Community & Family Resources new construction	Community and Family Resources	\$6,744,465	July 2019
McFarland Clinic Building	McFarland	\$7,643,850	August 2018
Raccoon Valley Bank	RV Bank	\$3,697,516	August 2019
Muscatine P&W Data Center	City of Muscatine	\$1,941,286	June 2019
Axis Vision Care building	Axis Vision	\$693,000	November 2018
Zoetis OVO Expansion	Zoetis	\$2,414,251	March 2019
Schindler Ed Center Reno	UNI	\$720,878	November 2018
Marshalltown Co. Expansion	Marshalltown Co.	\$5,984,401	June 2019

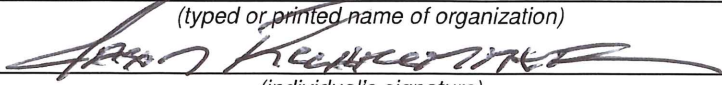
5.04 Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed
Fort Dodge RO System	City of FD	\$19,970,000	December 2020
FD CSD Admin Bldg	FD CSD	\$2,594,700	August 2020
Gilbert WTP	City of Gilbert	\$3,901,010	October 2020
DM WW Pump Station	City of DM	\$8,186,737	April 2021
Kirkwood Ctr Reno	Kirkwood Hotel	\$1,837,681	May 2020
Delaware Sheriff Office	Delaware County	\$3,342,338	March 2021
Waterloo Best Western	Makenda LLC	\$3,763,190	September 2020
Waterloo WWTP Biosolids	City of Waterloo	\$16,587,740	December 2021

ARTICLE 6—CONSTRUCTION EXPERIENCE CERTIFICATION

6.01 This Statement of Qualifications is offered by:

Business: Woodruff Construction, LLC
(typed or printed name of organization)

By: 
(individual's signature)

Name: Jason Rechkemmer
(typed or printed)

Title: President
(typed or printed)

Date: April 28, 2020
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of

Attest: 
(individual's signature)

Name: Shana Streeter
(typed or printed)

Title: Project Assistant
(typed or printed)

Address for giving notices:

Woodruff Construction, LLC
1920 Philadelphia Street, Suite 102
Ames, IA 50010

Designated Representative:

Name: Alan White
(typed or printed)

Title: Structures Project Manager
(typed or printed)

Address: 1920 Philadelphia Street, Suite 102
Ames, IA 50010

Phone: 515.232.4535

Email: alanw@woodruff.build



**CONTRACTOR REGISTRATION
CERTIFICATE**

**STATE OF IOWA
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309
Phone: 515-242-5871 | FAX: 515-725-2427

www.iowacontractor.gov | contractor.registration@iwd.iowa.gov

DATE ISSUED:

04/07/2020

DATE EXPIRES:

05/10/2021

REGISTRATION NUMBER:

C097864

WOODRUFF CONSTRUCTION LLC
1890 KOUNTRY LN
FORT DODGE, IA 50501

Rod A. Roberts, Labor Commissioner

April 28, 2020

Re: Evidence of Authority to Sign for Riverview Park Stormwater Pump Station Retaining Wall
and Paving, Project No. SMW20001, Marshalltown, Iowa

To Whom It May Concern:

Jason Rechkemmer, being Chief Operating Officer of Woodruff Construction LLC, has authority to
sign any and all documents for Woodruff Construction LLC.



Proposed Subcontractors & Suppliers

1920 Philadelphia St, Ste 102 | Ames, IA 50010

Ph: (515) 232-4535 Fax: (515) 232-4538

Stetson Building Products

2205 Bell Ave. Des Moines, IA 50321

REDD Team

125 Superior Drive Delhi, LA 71232

BIDDER STATUS FORM

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
- If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
- If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 8 / 1 / 1990 to Present / Address: 1890 Kountry Lane
City, State, Zip: Fort Dodge, IA 50501

Dates: 5 / 25 / 1996 to Present / Address: 1920 Philadelphia Street, Suite 102
City, State, Zip: Ames, IA 50010

Dates: 2 / 8 / 2016 to Present / Address: 501 Greenfield Drive
You may attach additional sheet(s) if needed. City, State, Zip: Tiffin, IA 52340

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? g Yes g No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Woodruff Construction, LLC

Signature: Jason Rechkemmer Date: 4/28/2020

Jason Rechkemmer, COO

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Additional Sheet for Bidder Status Form
(continued)

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 7 / 17 / 2017 to Present / / Address: 1717 Falls Avenue
City, State, Zip: Waterloo, IA 50701

Dates: 5 / 1 / 2014 to 7 / 14 / 2017 Address: 505 West 4th Street
City, State, Zip: Waterloo, IA 50701

Worksheet: Authorization to Transact Business

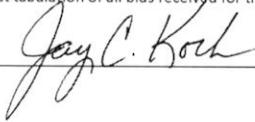
This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

BID TABULATION
PRK18001 - TIMBER CREK PEDESTRIAN BRIDGE RECONSTRUCTION
BID OPENING: APRIL 28, 2020, 10:00 AM

				Engineer's Estimate City of Marshalltown		Boulder Contracting, LLC Grundy Center, IA 10% Bid Bond		Taylor Construction, Inc. New Vienna, IA 10% Bid Bond		Peterson Contracting, Inc. Reinbeck, IA 10% Bid Bond		Henkel Construction Co. Mason City, IA 10% Bid Bond	
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
2.01	Clearing and Grubbing, Tree Removal, Tree Trimming	1	LS	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00
2.02	Stripping, Salvaging and Spreading Topsoil	506	CuYd	\$10.00	\$5,060.00	\$25.00	\$12,650.00	\$30.00	\$15,180.00	\$30.00	\$15,180.00	\$32.50	\$16,445.00
2.03	Earthwork	683	CuYd	\$20.00	\$13,660.00	\$37.25	\$25,441.75	\$20.00	\$13,660.00	\$20.00	\$13,660.00	\$25.00	\$17,075.00
2.04	Subgrade Preparation	668	SqYd	\$3.00	\$2,004.00	\$4.00	\$2,672.00	\$4.00	\$2,672.00	\$4.00	\$2,672.00	\$5.00	\$3,340.00
7.01	Removal and Disposition of Sidewalk	456	SqYd	\$7.00	\$3,192.00	\$7.80	\$3,556.80	\$15.00	\$6,840.00	\$15.00	\$6,840.00	\$18.50	\$8,436.00
7.02	Modified Subbase Stone, 6-Inch	110	Ton	\$30.00	\$3,300.00	\$40.00	\$4,400.00	\$25.00	\$2,750.00	\$25.00	\$2,750.00	\$30.00	\$3,300.00
7.03	Sidewalk, PCC, 6-Inch	456	SqYd	\$55.00	\$25,080.00	\$60.50	\$27,588.00	\$60.00	\$27,360.00	\$60.00	\$27,360.00	\$70.00	\$31,920.00
8.01	Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$1,525.00	\$1,525.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00
9.01	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	5770	SqYd	\$3.00	\$17,310.00	\$1.25	\$7,212.50	\$1.08	\$6,231.60	\$1.08	\$6,231.60	\$1.15	\$6,635.50
9.02	Hydraulic Seeding, Fertilizing, and Mulching - Type 4	6480	SqYd	\$2.00	\$12,960.00	\$0.50	\$3,240.00	\$0.40	\$2,592.00	\$0.40	\$2,592.00	\$0.45	\$2,916.00
9.03	Hydraulic Seeding, Fertilizing, and Mulching - Native Seed Mixture	710	SqYd	\$4.00	\$2,840.00	\$1.25	\$887.50	\$1.08	\$766.80	\$1.08	\$766.80	\$1.15	\$816.50
9.04	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$2,000.00	\$2,000.00
9.05	SWPPP Management	1	LS	\$500.00	\$500.00	\$4,300.00	\$4,300.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00
9.06	Silt Fence	871	Ft	\$5.00	\$4,355.00	\$2.75	\$2,395.25	\$2.50	\$2,177.50	\$2.50	\$2,177.50	\$3.00	\$2,613.00
9.07	Removal of Sediment	871	Ft	\$1.00	\$871.00	\$0.75	\$653.25	\$0.50	\$435.50	\$0.50	\$435.50	\$0.60	\$522.60
9.08	Removal of Device	871	Ft	\$2.00	\$1,742.00	\$1.25	\$1,088.75	\$1.00	\$871.00	\$1.00	\$871.00	\$1.10	\$958.10
9.09	Stabilized Construction Entrance, 3-Inch	22	Ton	\$55.00	\$1,210.00	\$75.00	\$1,650.00	\$100.00	\$2,200.00	\$100.00	\$2,200.00	\$110.00	\$2,420.00
9.1	Inlet Protection Device	2	Each	\$50.00	\$100.00	\$225.00	\$450.00	\$200.00	\$400.00	\$200.00	\$400.00	\$225.00	\$450.00
9.11	Safety Rail	34	Ft	\$100.00	\$3,400.00	\$275.00	\$9,350.00	\$450.00	\$15,300.00	\$350.00	\$11,900.00	\$325.00	\$11,050.00
10.01	Demolition Work	1	LS	\$10,000.00	\$10,000.00	\$5,510.00	\$5,510.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
11.01	Construction Survey	1	LS	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$7,000.00	\$7,000.00	\$2,150.00	\$2,150.00	\$2,500.00	\$2,500.00
11.02	Mobilization	1	LS	\$35,600.00	\$35,600.00	\$25,000.00	\$25,000.00	\$52,800.00	\$52,800.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00
11.03	Concrete Washout	1	LS	\$1,200.00	\$1,200.00	\$850.00	\$850.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00
32.01	Pedestrian Bridge	1	LS	\$215,000.00	\$215,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$190,000.00	\$190,000.00	\$230,000.00	\$230,000.00
32.02	Bridge Abutment	2	Each	\$40,000.00	\$80,000.00	\$16,200.00	\$32,400.00	\$30,055.00	\$60,110.00	\$28,250.00	\$56,500.00	\$10,000.00	\$20,000.00
32.03	H-Piles or Drilled Piers	180	Ft	\$175.00	\$31,500.00	\$78.00	\$14,040.00	\$100.00	\$18,000.00	\$100.00	\$18,000.00	\$175.00	\$31,500.00
Total of All Unit Price Bid Items					\$480,884.00		\$349,910.80		\$420,796.40		\$426,036.40		\$467,647.70

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.



DATE: 4/28/2020

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE TIMBER CREEK PEDESTRIAN BRIDGE RECONSTRUCTION PROJECT IN
THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. PRK18001
IN THE AMOUNT OF \$349,910.80

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Timber Creek Pedestrian Bridge Project, being Project No. PRK18001 in the City of Marshalltown, as described in the plans and specifications therefore, and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Boulder Contracting, LLC Grundy Center, IA	\$349,910.80
Taylor Construction, Inc. New Vienna, IA	\$420,796.40
Peterson Contracting, Inc. Reinbeck, IA	\$426,036.40
Henkel Construction Co., Mason City IA	\$467,647.70

After consideration of all bids filed, there was determined by the Council that the bid of Boulder Contracting, LLC of Grundy Center, Iowa, is the best and lowest responsible bid for the public improvement as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the bid of Boulder Contracting of Grundy Center, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Three Hundred Forty-Nine Thousand Nine Hundred Ten and .80/100 (\$349,910.80) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are

provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 11th day of May, 2020, and signed this _____day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION REJECTING ALL BIDS FOR THE
2020 STREET MAINTENANCE PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA
BEING PROJECT NO. STR20001

WHEREAS notice to bidders was duly given as required by law with publication in the Marshalltown Times Republican for the 2020 Street Maintenance Project, Project No. STR20001, in the City of Marshalltown, as described in the plans and specifications; and

WHEREAS on April 28, 2020 there was filed with the City Clerk in response to the published notice to the bidders referred to above, proposals for the construction of the above designated improvements.

WHEREAS after consideration of all bids filed, it was determined that all bids should be rejected.

.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That all bids received and opened on April 28, 2020, for the 2020 Street Maintenance Project, Project No. STR20001 shall be rejected as the lone bid was substantially greater than the engineers estimate.

Passed this 11th day of May 2020, and signed this _____day of May 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

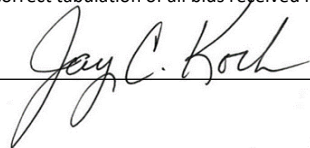
BID TABULATION
FEMA18004- NE FEMA STREET REPAIR
CITY OF MARSHALLTOWN, ENGINEERING DEPARTMENT
BID OPENING: MAY 5, 2020 AT 10:00 A.M.

Base Bid Schedule – FEMA Street Repairs				Engineer's Estimate City of Marshalltown		ConStruct, Inc. Marshalltown, IA 10% Bid Bond		Manatts, Inc. Brooklyn, IA 10% Bid Bond	
Item	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2.01	Subgrade Preparation	730	SqYd	\$4.00	\$2,920.00	\$5.00	\$3,650.00	\$10.00	\$7,300.00
2.02	Modified Subbase Stone, 6-Inch	453.6	Ton	\$24.00	\$10,886.40	\$25.00	\$11,340.00	\$50.00	\$22,680.00
6.01	Intake - SW-506	22	Each	\$8,500.00	\$187,000.00	\$7,000.00	\$154,000.00	\$5,000.00	\$110,000.00
6.02	Connection to Existing Manhole or Intake	22	Each	\$1,000.00	\$22,000.00	\$1,500.00	\$33,000.00	\$1,500.00	\$33,000.00
6.03	Remove Manhole or Intake	22	Each	\$1,000.00	\$22,000.00	\$800.00	\$17,600.00	\$1,500.00	\$33,000.00
7.01	PCC Pavement 8" - Boxouts	19.4	SqYd	\$105.00	\$2,037.00	\$75.00	\$1,455.00	\$200.00	\$3,880.00
7.02	30" Curb and Gutter, 6" depth	858	Ft	\$32.00	\$27,456.00	\$35.00	\$30,030.00	\$45.00	\$38,610.00
7.03	HMA Pavement	1,219.7	Ton	\$120.00	\$146,364.00	\$124.00	\$151,242.80	\$112.75	\$137,521.18
7.04	HMA Pavement Samples and Testing	1	LS	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00
7.05	Removal of Sidewalk, Shared Use Path, or Driveway	829	SqYd	\$8.50	\$7,049.90	\$15.00	\$12,441.00	\$17.25	\$14,307.15
7.06	Removal of Curb	858	Ft	\$4.00	\$3,432.00	\$10.00	\$8,580.00	\$17.25	\$14,800.50
7.07	PCC Sidewalk - 4"	153.3	SqYd	\$50.00	\$7,665.00	\$55.00	\$8,431.50	\$60.00	\$9,198.00
7.08	PCC Sidewalk - 6"	154.3	SqYd	\$68.00	\$10,492.40	\$60.00	\$9,258.00	\$75.00	\$11,572.50
7.09	PCC Sidewalk - 8"	278.9	SqYd	\$88.00	\$24,543.20	\$65.00	\$18,128.50	\$100.00	\$27,890.00
7.10	Detectable Warnings	290	SqFt	\$25.00	\$7,250.00	\$45.00	\$13,050.00	\$60.00	\$17,400.00
7.11	Paved Driveways - 8" Alleys	521.8	SqYd	\$70.00	\$36,526.00	\$65.00	\$33,917.00	\$75.00	\$39,135.00
7.12	Crack Cleaning and Filling, Emulsion	2,622	FT	\$2.50	\$6,555.00	\$2.20	\$5,768.40	\$5.00	\$13,110.00
7.13	Milling	9,992	SqYd	\$2.50	\$24,980.00	\$4.75	\$47,462.00	\$3.60	\$35,971.20
7.14	Pavement Removal	148.3	SqYd	\$10.00	\$1,483.00	\$30.00	\$4,449.00	\$55.00	\$8,156.50
7.15	Bituminous Seal Coat	8,066	SqYd	\$2.00	\$16,132.00	\$5.00	\$40,330.00	\$5.84	\$47,105.44
8.01	Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$15,640.00	\$15,640.00	\$25,000.00	\$25,000.00
9.01	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	190.0	SqYd	\$5.00	\$950.00	\$17.60	\$3,344.00	\$5.00	\$950.00
9.02	Watering	8.6	Mgal	\$50.00	\$430.00	\$220.00	\$1,892.00	\$65.00	\$559.00
9.03	Warranty	1	LS	\$500.00	\$500.00	\$1,650.00	\$1,650.00	\$35,000.00	\$35,000.00
9.04	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$500.00	\$500.00
9.05	SWPPP Management	1	LS	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$1,500.00	\$1,500.00
9.06	Inlet Protection Device	22	Each	\$150.00	\$3,300.00	\$200.00	\$4,400.00	\$35.00	\$770.00
11.01	Construction Survey	1	LS	\$2,500.00	\$2,500.00	\$3,750.00	\$3,750.00	\$10,000.00	\$10,000.00
11.02	Mobilization	1	LS	\$47,900.00	\$47,900.00	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00
11.03	Maintenance of Postal Service	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
11.04	Maintenance of Solid Waste Collection	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total Base Bid				\$646,851.90		\$692,309.20		\$810,666.47	

BID TABULATION
FEMA18004- NE FEMA STREET REPAIR
CITY OF MARSHALLTOWN, ENGINEERING DEPARTMENT
BID OPENING: MAY 5, 2020 AT 10:00 A.M.

Alternate Bid Schedule 1 – Curb & Gutter Street Repair				Engineer's Estimate City of Marshalltown		ConStruct, Inc. Marshalltown, IA 10% Bid Bond		Manatts, Inc. Brooklyn, IA 10% Bid Bond	
Item	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2.01	Subgrade Preparation	3,330	SqYd	\$4.00	\$13,320.00	\$5.00	\$16,650.00	\$10.00	\$33,300.00
2.02	Modified Subbase Stone, 6-Inch	852.9	Ton	\$24.00	\$20,469.60	\$25.00	\$21,322.50	\$45.00	\$38,380.50
7.01A	PCC Pavement 8" - Fillets	597.8	SqYd	\$95.00	\$56,791.00	\$70.00	\$41,846.00	\$100.00	\$59,780.00
7.02	30" Curb and Gutter	10,436	Ft	\$30.00	\$313,080.00	\$29.00	\$302,644.00	\$33.00	\$344,388.00
7.03	HMA Pavement	1,035.9	Ton	\$120.00	\$124,308.00	\$127.00	\$131,559.30	\$114.75	\$118,869.53
7.04	HMA Pavement Samples and Testing	1	LS	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00
7.05	Removal of Sidewalk, Shared Use Path, Driveway, Alley	1,628.0	SqYd	\$8.50	\$13,838.00	\$15.00	\$24,420.00	\$14.25	\$23,199.00
7.06	Removal of Curb	10,214.0	Ft	\$4.00	\$40,856.00	\$8.00	\$81,712.00	\$7.25	\$74,051.50
7.07	PCC Sidewalk - 4"	10.6	SqYd	\$50.00	\$530.00	\$55.00	\$583.00	\$90.00	\$954.00
7.08	PCC Sidewalk - 6"	200.1	SqYd	\$68.00	\$13,606.80	\$60.00	\$12,006.00	\$75.00	\$15,007.50
7.10	Detectable Warnings	288.0	SqFt	\$25.00	\$7,200.00	\$45.00	\$12,960.00	\$60.00	\$17,280.00
7.12A	Paved Driveways - 6"	587.6	SqYd	\$60.00	\$35,256.00	\$60.00	\$35,256.00	\$70.00	\$41,132.00
7.14	Pavement Removal	5,687.0	SqYd	\$10.00	\$56,870.00	\$15.00	\$85,305.00	\$10.00	\$56,870.00
8.01	Temporary Traffic Control	1.0	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$25,000.00	\$25,000.00
9.01	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	4,808.0	SqYd	\$3.50	\$16,828.00	\$1.50	\$7,212.00	\$2.00	\$9,616.00
9.02	Watering	216.4	Mgal	\$50.00	\$10,820.00	\$66.00	\$14,282.40	\$65.00	\$14,066.00
9.03	Warranty	1	LS	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00	\$35,000.00	\$35,000.00
11.01	Construction Survey	1	LS	\$4,500.00	\$4,500.00	\$6,800.00	\$6,800.00	\$10,000.00	\$10,000.00
11.02	Mobilization	1	LS	\$59,200.00	\$59,200.00	\$48,000.00	\$48,000.00	\$100,000.00	\$100,000.00
Total Alternate Bid 1				\$798,973.40		\$853,858.20		\$1,018,644.03	
Total Base Bid + Alt. Bid #1				\$1,445,825.30		\$1,546,167.40		\$1,829,310.49	

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.



DATE: 5/05/2020



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

May 7, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Accept Bid and Award Construction Contract – ConStruct, Inc. for the NE FEMA Street Repair Project (FEMA18004) in the amount of \$1,546,167.40.

Policy Issue: City policy requires Governing Body approval of agreements when consideration exceeds \$36,000.

Recommendation: Staff recommends accepting the bid and awarding the construction contract to ConStruct, Inc. for the NE FEMA Street Repair Project for an amount equal to \$1,546,167.40. The Engineers Estimate of probable cost was \$1,445,825.30. This is for the Base Bid and the Alternate bid. The City received two bids for the work with the second bid approximately \$300,000 higher. The low bid was approximately 7% higher than the engineer's estimate, however, after reviewing the individual unit prices, we are confident that it is a fair bid and estimated costs were low.

Background: The work area includes N. 4th Avenue, North 5th Avenue and N. 7th Avenue from E. State Street to E. Woodbury Street. It also includes E. Bromley Street and E. Woodbury Street from N. 3rd Avenue to N. 7th Avenue. The base bid for the work is to mill and overlay N. 4th Avenue, N 5th Avenue and E. Bromley Street. E. Woodbury Street and N. 7th Avenue would have cracks sealed and surfaces chip sealed. It also includes upgrades to all intersections to provide ADA curb ramps/sidewalk, manhole boxouts, alley driveways/sidewalk and new storm sewer structures. The Base Bid was \$692,309.20 of which approximately \$280,000.00 would be reimbursed by FEMA.

The alternate bid added new curb and gutter and street widening to the project. Currently the streets are narrower than the City minimum standard of 31 feet. The existing curbing along the street is severely damaged and previous surfacing has reduced the flow capacity of storm water along the street edges. The existing curb is a beam curb that allows water to seep into the ground along the edges of the roadway causing the edges to be soft and breaking up the asphalt. By placing new curb and gutter along the roadway storm water can be efficiently conveyed to the storm sewer inlets and the edges of the road will not be damaged by water seeping into the cracks along the edge of the roadway. All driveways will be replaced approximately 5 feet back from the edge of the curb. The Alternate Bid was \$853,858.20.

Budget Impact: This project will be funded with Road Use Tax Revenues and FEMA Reimbursement.

Attachment: Bid Tabulation

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



NOTICE OF AWARD

Date of Issuance: May 11, 2020

Owner: City of Marshalltown

Owner's Project No.: FEMA18004

Engineer: City of Marshalltown

Engineer's Project No.: FEMA18004

Project: Northeast FEMA Street Repair

Contract Name: Northeast FEMA Street Repair

Bidder: Con-Struct, Inc.

Bidder's Address: 1710 E. Main Street, Marshalltown, IA 50158

You are notified that Owner has accepted your Bid dated **May 5, 2020** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Repair of tornado damaged streets in the NE portion of the City. Award includes the Base Bid Schedule and Alternate Bid Schedule No. 1.

The Contract Price of the awarded Contract is **\$1,546,167.40**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Marshalltown, Iowa

By (signature): _____

Name (printed): Joel Greer

Title: Mayor

Copy: Engineer

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE NE FEMA STREET REPAIR IN THE CITY OF MARSHALLTOWN, IOWA
BEING PROJECT NO.FEMA18004
IN THE AMOUNT OF \$1,546,167.40

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the NE FEMA Street Repair Project, being Project No. FEMA18004 in the City of Marshalltown, as described in the plans and specifications therefore, and

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

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Con-Struct, Inc., Marshalltown, IA	\$1,546,167.40

After consideration of all bids filed, there was determined by the Council that the bid of Con-Struct, Inc., Marshalltown, IA, is the best and lowest responsible bid for the public improvement as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the bid of Con-Struct, Inc., Marshalltown, IA, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount One million five hundred and forty six thousand one hundred sixty seven and 40/100 (\$1,546,167.40) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 11th day of May, 2020, and signed this _____day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION APPROVING A GRANT AGREEMENT WITH JOEL BOTELLO FOR EXTERIOR
WALL REPAIRS AT 27 NORTH CENTER STREET**

WHEREAS, the City of Marshalltown has secured a loan from the Nuisance Property and Abandoned Building Remediation Loan Program administered by the Iowa Economic Development Authority for the purpose of repairing exposed shared or party walls located in the Marshalltown Central Business District; and

WHEREAS, the building located at 27 North Center Street, owned by Joel Botello, has been exposed following the demolition of an adjoining building; and

WHEREAS, the scope of work has been reviewed by a structural engineer to ensure the proposed repairs are in the best interest of the City and the building owner;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached Grant Agreement with Joel Botello for a grant not-to-exceed \$30,000 is hereby approved and the Mayor is directed to execute the agreement.

Passed this 11th day of May, 2020, and signed this _____ day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: May 5, 2020
RE: 27 N Center Grant Agreement

Policy Issue: Council is required to authorize agreements committing City resources

Recommendation: To approve the resolution as proposed

Background: The City has the authority to borrow \$500,000 from the Iowa Economic Development Authority (on a reimbursement basis) to administer a grant program for shared wall repairs.

Joel Botello owns 27 North Center Street, which operates as a barbershop. His building has an exposed wall as a result of an adjacent demolition following the tornado. The grant is not to exceed \$30,000 as some unknown wall conditions are present behind another demolition to occur in the near future of 7 ½ East State Street.

IEDA authorized the City to issue a full grant for the project given the current economic conditions and closures resulting from COVID-19, of which Mr. Botello has been directly impacted by. Work is anticipated to begin soon upon approval.

Budget Impact: No impact to funds on-hand; City to be reimbursed on forgivable loan

Attachment: Grant Agreement

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



**CITY OF MARSHALLTOWN
GRANT AGREEMENT
FOR THE REPAIR OF A SHARED WALL**

This Grant Agreement ("Agreement") is made this ____ day of _____ 2020, by and between the CITY OF MARSHALLTOWN, IOWA ("City"), an Iowa municipal corporation, and JOEL BOTELLO and ANTONIO BOTELLO ("Grantee").

Recitals

WHEREAS, the City has secured a loan ("IEDA Loan") from the Nuisance Property and Abandoned Building Remediation Loan Program administered by the Iowa Economic Development Authority ("IEDA") for the purpose of repairing exposed shared or party walls located in the Marshalltown Central Business District; and

WHEREAS, the City is granting funds from the IEDA Loan to owners of eligible properties, including the property ("Property") located at 27 North Center Street, and legally described as follows:

Lot D of the Subdivision of Lots 5 and 6, Block 10, Town of Marshall, Marshall County, Iowa; and

WHEREAS, Grantee, as owner of the Property, accepts this grant of funds ("Grant") upon the terms and conditions set out in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by Grantee to repair one or more exterior shared or party wall(s) upon the Property, as more fully described in the Scope of Work, attached hereto as "Exhibit A" and incorporated herein by this reference.

2. **PROJECT COMPLETION PERIOD.** The Project must be completed, and accepted as complete by the City, in its discretion, within one (1) year from the effective date of this Agreement, being the date of last signature below.

3. **GRANT AMOUNT.** The amount of the Grant shall not exceed Thirty Thousand and 00/100 Dollars (\$30,000). The City's obligation to provide Grantee funds pursuant to this Agreement is contingent upon the availability of funds from the IEDA Loan. Grantee agrees to hold the City harmless from any damage Grantee may sustain as a result of funds for the Project being unavailable from the IEDA Loan.

4. **REIMBURSABLE COSTS.** Payment of Grant funds shall be made on a reimbursement basis. Reimbursable costs under this Agreement constitute those costs incurred by Grantee that are directly related to the Project. Costs incurred by the Grantee for work on the Project completed prior to City Council approval of this Agreement may be included as

reimbursable. Project costs if otherwise eligible pursuant to the provisions of this Agreement, provided no costs incurred prior to April 13, 2020, the date the IEDA Loan was approved, shall be eligible for reimbursement.

5. **REIMBURSEMENT PROCEDURE.** Grantee's request for reimbursement shall be submitted to the City in writing upon Project completion and shall include final invoice(s) from Grantee's contractor(s) and documentation of payment to Grantee's contractor(s), including but not limited to one or more cancelled checks. It is in the City's discretion to reimburse at a more frequent interval based on the size of the project, the contracted payment schedule, the amount of work completed, and other factors deemed pertinent.

6. **MAINTENANCE OF INSURANCE.** Grantee shall maintain the Property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Property. Grantee shall pay for and maintain casualty insurance in an amount not less than the full insurable value of the Property. Grantee shall provide the City with a copy of every insurance policy in effect relative to the Property upon execution of this Agreement, with subsequent notice to the City of any change thereto or cancellation thereof.

7. **RELATIONSHIP OF PARTIES; INDEMNIFICATION.** Grantee shall be solely responsible for completing all work on the Project, which shall under no circumstance be considered a joint venture between Grantee and the City. Nor shall either party be considered an agent of the other for purposes of the Project. Further, Grantee agrees to indemnify, defend, and hold harmless the City from all claims, actions, damages, and costs of every name and description, arising out of or resulting from the Project or Grantee's obligations under this Agreement.

8. **ASSIGNMENT.** Grantee may not assign or transfer this Agreement, by transfer of the Property or otherwise, without the City's prior written consent.

9. **GENERAL PROVISIONS.** This Agreement contains the entire understanding between the City and Grantee with respect to the Project. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by Grantee and the City. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

10. **MISCELLANEOUS.** Any publications or media releases related to the Project shall contain the following with note that the Project is sponsored in part by the IEDA and the City: (a) the City's obligation to provide funds is contingent on funds being available to the City from the IEDA Loan; (b) Grantee shall hold the City harmless from any damage Grantee sustains as a result of funds for the Project being unavailable; and (c) the Mayor, City Councilmembers, and employees of the City of Marshalltown, and their immediate family members will not be paid for any work they perform on the Project through contracts with Grantee unless that work was contracted through a competitive bidding process.

11. **EXECUTION.** When and if executed by both Grantee and the City, this Agreement shall become a binding contract.

JOEL BOTELLO, OWNER
ANTONIO BOTELLO, OWNER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this ____ day of _____
2020

Dated this ____ day of _____
2020

By:

Joel Botello, Owner

By:

Joel Greer, Mayor

By:

Antonio Botello, Owner

Attest: _____

Shari Coughenour, City Clerk

Address:

Address: Marshalltown City Hall
24 N Center Street
Marshalltown, IA 50158

Telephone: (____)

_____-_____

Telephone: (641) 754-5701

Ciro DiIorio Masonry & Landscaping, LLC.

901 N. 3rd Ave
Marshalltown, IA 50158 US
(641) 351-4224
cirodiiorio@yahoo.com

Estimate

ADDRESS	ESTIMATE	1063
Antonio and Joel Botello	DATE	04/06/2020
27 N. Center Street		
Marshalltown, IA 50158		

DESCRIPTION	AMOUNT
Masonry Parapet:	25,470.00
Remove and dispose of materials to approx. 20" above roofline.	
Install new brick where they are missing on both sides.	
Tuck point where necessary on both sides.	
Remove and patch existing chimney.	
Install CMU and brick where necessary.	
Apply two coats of stucco using type S mortar with Acrylic 60 additive.	
Install styro foam board for EIFS work.	
Apply scratch and finish coats of EIFS.	
Install metal cap to match existing.	
Payment Agreement:	
10% Upon Scheduling	
40% Upon Starting	
25% Midway	
25% Upon Completion	

TOTAL	\$25,470.00
-------	-------------

Accepted By

Accepted Date

**RESOLUTION ADOPTING A MULTI-HAZARD EMERGENCY OPERATIONS PLAN AND
EMERGENCY SUPPORT FUNCTIONS**

WHEREAS, the City Administrator is required to recommend the City Council adopt an Emergency Operations Plan, as stated in Chapter 34.005 of the Code of Ordinances; and

WHEREAS, the department head team has worked collaboratively over many months to develop an Emergency Operations Plan, which outlines how the City of Marshalltown will prepare for, respond, and recover from disasters; and

WHEREAS, the department head team has worked collaboratively on developing multiple Emergency Support Functions, which provide further detail about the roles and responsibilities those inside and outside of the City's organization play when specific issues are present within a disaster;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Multi-Hazard Emergency Operations Plan is hereby adopted, along with Emergency Support Functions, 1 through 15.

Passed this 11th day of May, 2020, and signed this _____ day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: May 7, 2020
RE: Final Draft of EOP and ESFs

The July 2018 tornado taught us all a very important lesson about the need to have a current Emergency Operations Plan (EOP) and for staff to know the EOP and have practiced implementing the EOP. Fortunately, having quality staff members with good judgment helped us through a situation that was new to us.

Following that disaster, we have all known we needed to take the next steps in developing a new Emergency Operations Plan which would be easy to understand as well as identify areas where we simply do not have enough resources and need to be looking to outside agencies for assistance. What is before you tonight is a draft that was assembled by the team of department heads over many months.

All ESFs have been reviewed by City staff, with consideration given to areas where it did not make sense for the City to have a plan different than the County's. The listing below identifies where we have created our own plan and where we have decided to utilize the County's:

- | | |
|---|--------|
| • ESF1- Transportation: | City |
| • ESF2- Communications: | County |
| • ESF3- Public Works and Engineering: | City |
| • ESF4- Firefighting: | City |
| • ESF5- Emergency Management: | City |
| • ESF6- Mass Care, Housing & Human Services: | County |
| • ESF7- Resource Support: | City |
| • ESF8- Public Health & Medical Services: | County |
| • ESF9- Search and Rescue: | County |
| • ESF10- Hazardous Materials: | County |
| • ESF11- Agriculture, Natural Resources & Pets: | County |
| • ESF12- Energy: | County |
| • ESF13- Law Enforcement & Security: | City |
| • ESF14- Community Recovery, Mitigation and Economic Stabilization: | City |
| • ESF15- Emergency Public Information: | City |

All pages that included private contact information have been removed from the EOP and the ESFs but will be included in the documents that are distributed internally following approval. Part of the process for planning is also preparedness, and we will seek to do a tabletop exercise to test the plan once COVID19 restrictions are no longer in place.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin





**CITY OF MARSHALLTOWN
MULTI - HAZARD
EMERGENCY OPERATIONS PLAN
BASIC PLAN**

Adopted May 11, 2020

FOREWORD

The basic purpose of this plan is to provide a guide for emergency operations. The plan is intended to assist key City officials and emergency organizations to carry out their responsibilities for the protection of life and property under a wide range of emergency conditions. It emphasizes the coordination which must exist within and between services and levels of government, private and volunteer organizations and the many individuals with emergency operations responsibilities or capabilities.

Although an organization may have the foresight to plan for anticipated situations, such planning is of little worth if the planning is not reduced to written form. Personnel with intimate knowledge of unwritten plans may be unavailable at the very time it becomes necessary to implement them. A written plan will furnish a documentary record which can be referred to as needed. This documentary record will serve to refresh the knowledge of key individuals and can be used to inform persons who become replacements.

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III. INTRODUCTION

- A. The Code of Iowa Chapter 29C requires the Marshall County Emergency Management Commission to develop an Emergency Operations Plan and update it on a periodic basis. Local governments are to adopt the Emergency Operations Plan or provide a Plan of their own.
- B. The City of Marshalltown has its own Multi-Hazard Emergency Operations Plan which has been developed to provide procedures for the City of Marshalltown officials and departments to respond to various types of emergencies or disasters that affect the community. This plan is to be used in conjunction with the Marshall County Comprehensive Emergency Operations Plan (EOP). The City of Marshalltown's plan will be maintained in accordance with current standards of the Marshall County Comprehensive EOP and in accordance with the Marshalltown City Council. Review of this municipal plan shall be accomplished concurrently with the County plan.

C. Mission

- 1. The emergency mission of local government is to:
 - a) Protect life and property,
 - b) Insure the continuity of government,
 - c) Sustain survivors,
 - d) Repair essential facilities and utilities,
 - e) Provide support to all areas of political subdivisions in the County, and
 - f) Support and assist areas outside the County when possible.

D. Purpose

- 1. The purpose of the Multi-Hazard Emergency Operations Plan is to establish a comprehensive City wide, all-hazards approach to incident management across a spectrum of activities including prevention, preparedness, response, recovery, and mitigation.
- 2. **In the event of a flood the Marshalltown City Flood Management Plan will take precedence over this plan.**
- 3. **In the event of a blizzard the Marshalltown City Snow & Ice Plan will take precedence over this plan.**
- 4. The Emergency Operations Plan provides a framework for municipal and county governments, non-government entities, and the private sector interaction to:
 - a) Reduce the loss of life and property of Marshalltown's residents and visitors due to natural, technological, or intentional emergencies.

- b) Provide an efficient, comprehensive organizational structure for emergency preparedness, response, recovery, and mitigation.
- c) Establish capabilities for protecting citizens from the effects of disasters.
- d) Manage emergency operations within the City of Marshalltown and Marshall County by coordinating the use of resources available from municipal government, county government, private sector partners, civic and volunteer organizations, and state and federal agencies.
- e) Recover from emergencies by providing for the rapid and orderly initiation of restoration and rehabilitation of persons and property affected by emergencies.

E. Scope

1. The Emergency Operations Plan covers the full range of complex and constantly changing requirements in anticipation of or in response to threats or acts of terrorism, major disasters, and other emergencies.
2. The Emergency Operations Plan establishes interagency and multi-jurisdictional mechanisms for coordination of emergency incidents given the following factors:
 - a) Geographic. The Emergency Operations Plan covers the entire City of Marshalltown.
 - b) Demographic. The Emergency Operations Plan accounts for all Marshalltown residents.
 - c) Levels of government. The Emergency Operations Plan provides mechanisms for vertical and horizontal coordination, communication, and information sharing activities within and among the City of Marshalltown and Marshall County.

F. Disaster life cycle

The Emergency Operations Plan is comprehensive with regards to the full life-cycle of emergency and disaster management: preparedness, response, recovery, and mitigation. The Emergency Operations Plan is also extremely helpful in facilitating the preparedness efforts of planned events such as mass gatherings and high profile proceedings.

1. Hazards. The Emergency Operations Plan is an all-hazards approach and is applicable regardless of the cause, size, or complexity of the hazard(s) involved. Hazard-specific information is available through the Marshall County, Iowa, Hazard Mitigation Plan, 2017-2022.
2. Severity. The Emergency Operations Plan is utilized for a wide-range of incidents with respect to their severity. Portions of the plan are implemented daily for small-scale incidents occurring throughout the City yet it is flexible enough to coordinate activities during large-scale incidents.

3. Functions. This plan is based on core functions with the understanding that several disciplines often work collaboratively to carry out a specific function. The Emergency Operations Plan includes fifteen (15) Emergency Support Functions (ESFs).

G. Methodology

1. It is the responsibility of the City of Marshalltown to protect life and property from the effects of natural and technological hazards. It is also the responsibility to use a consistent and uniform incident management system to prepare for, respond to, and recover from these hazards.
2. Regardless of scale or complexity, Marshalltown will utilize the processes, protocols, and procedures established through the National Incident Management System. That system standardizes incident management for all hazards across all levels of government and is based on the Incident Command System and the Unified Command System for command and management of emergency responses.
3. The Emergency Operations Plan incorporates format and planning elements derived from the National Response Framework, the Target Capabilities List, and the National Preparedness Guidelines. To ensure participation by agencies involved, input to the Emergency Support Function is developed by the Primary Agency.

IV. AUTHORITY

A. Authorities

1. Code of Iowa, Chapter 29C – Emergency Management and Security
2. Iowa Administrative Code, Section 605, Chapter 7 – Local Emergency Management
3. Code of Iowa, Chapter 30 - Chemical Emergencies
4. Iowa Administrative Code, Section 605, Chapter 103 – Local Emergency Planning Committees
5. Public Law 81-920 – Federal Civil Defense Act of 1950, as amended – Civil Defense Act
6. Public Law 93-288 – Disaster Relief Act of 1974, as amended – Robert T. Stafford Act
7. Public Law 99-499 – Superfund Amendment and Reauthorization Act (SARA) of 1986, as amended - Emergency Planning and Community Right-to-know Act (EPCRA)
8. Chapter 34, Marshalltown, IA Code of Ordinances.

B. References

1. Public Laws 81-920 and 93-288
2. Code of Iowa
3. Federal Civil Defense Guide
4. Iowa Emergency Plan
5. Marshall County Comprehensive Emergency Operation Plan
6. Chapter 34 of the City of Marshalltown Code of Ordinances

V. ROLES AND RESPONSIBILITIES

- A. The responsibility for responding to incidents, both natural and manmade, begins at the local level and ends at the local level. Local leaders and emergency managers prepare their communities to manage incidents locally.
- B. The primary responsibility for the safety and welfare of the residents of Marshalltown rests with the City government. To fulfill this responsibility, the City must jointly implement plans to insure proper emergency actions are taken in a timely manner and provide care and support for those citizens affected.
- C. This section describes the roles and responsibilities of key leadership elements within the City. Detailed roles and responsibilities are contained in each Emergency Support Function. Appendix C provides an overview for the roles and responsibilities required from each department.
- D. **Elected or Appointed Officials**
 - 1. In a time of major disaster, the Mayor may take command of the police and govern the City by proclamation, as provided by Section 372.14 of the Iowa Code. In that case, he/she shall be responsible for providing overall direction and control, and shall receive assistance in this effort from the City Administrator and in consultation with the City Attorney pursuant to Chapter 34 of the City of Marshalltown Code of Ordinances. The department heads shall be directly responsible to the Mayor, also as provided in Chapter 34.
 - 2. Elected and appointed officials must have a clear understanding of their roles and responsibilities for successful emergency management and response. The objective is to get to know, coordinate with, and train with local partners in advance of an incident and to develop mutual aid and/or assistance agreements for support in response to an incident.
 - 3. These officials shall:
 - a) Establish strong working relationships with local jurisdictional leaders and core private-sector organizations, voluntary agencies, and community partners. Leading and encouraging local leaders to focus on preparedness by participating in planning, training, and exercises.
 - b) Support participation in local mitigation efforts within the jurisdiction and, as appropriate, with the private sector.
 - c) Understand and implement laws and regulations that support emergency management and response.
 - d) Ensure that local emergency plans take into account the needs of:
 - 1) The jurisdiction, including persons, property, and structures.
 - 2) Individuals with special needs, including those with service animals.
 - 3) Individuals with household pets.
 - e) Encourage residents to participate in volunteer organizations and training courses.

- f) Issue a local declaration of disaster, if needed.

E. Director of Disaster Services (DDS)

1. The City Administrator shall serve as the Director of Disaster Services, as defined in § 34.004 of the Marshalltown, IA Code of Ordinances. The Director shall serve in a staff capacity to the Mayor. The Director shall also serve in a liaison role with respect to the procurement of county, state and federal level resources. The Director shall have overall responsibility for any disaster services resources as provided in Chapter 34 of the Marshalltown, IA Code of Ordinances.
2. The Director of Disaster Services may appoint City staff to assist coordination during the emergency.
3. The Director shall work directly with the County Emergency Management Coordinator for County, State, and Federal governments as needed.

F. Emergency Management Coordinator

1. The Marshall County Emergency Management Coordinator, appointed by the Local County Emergency Management Commission, will act as a disaster advisor to the County Board of Supervisors. The local emergency manager has the day-to-day authority and responsibility for overseeing emergency management programs and activities.
2. The County Emergency Management Coordinator works with Director of Disaster Services to ensure that there are unified objectives with regard to the jurisdiction's emergency plans and activities.
3. The Coordinator will serve as an Emergency Preparedness and Response Advisor to the local Board of Supervisors.
4. Implement procedures to obtain state or federal government programs for financial or resource assistance.
5. Provide coordination in the planning process and working cooperatively with other local agencies and private-sector organizations.

G. Department Heads

1. Department heads of the City collaborate during development of local emergency plans and provide key response resources. Participation in the planning process ensures that specific capabilities (e.g., firefighting, law enforcement, public works, etc.) are integrated into a workable plan to safeguard the community.
2. Department and Agency Heads shall:
 - a) Develop internal policies and procedures to meet response and recovery needs safely (including staff).
 - b) Participate in interagency training and exercises to develop and maintain the necessary capabilities.
 - c) Participate in response and recovery operations for any City disaster.

H. Private Sector

Essential private-sector responsibilities include:

1. Planning for the protection of employees, infrastructure, and facilities.
2. Planning for the protection of information and the continuity of business operations.
3. Planning for responding to and recovering from incidents that impact their own infrastructure and facilities.
4. Collaborating with emergency management personnel before an incident occurs to ascertain what assistance may be necessary and how they can help.
5. Developing and exercising emergency plans before an incident occurs.
6. Where appropriate, establishing mutual aid and assistance agreements to provide specific response capabilities.
7. Providing assistance (including volunteers) to support local emergency management and public awareness during response and throughout the recovery process.

I. Nongovernmental Organizations

Essential nongovernmental organization responsibilities include:

1. Provide sheltering, emergency food supplies, counseling services, and other vital support services to support response and promote the recovery of disaster victims.
2. Provide specialized services that help individuals with special needs, including those with disabilities.
3. Remain independent and committed to specific sets of interests and values.
4. Collaborate with responders, governments at all levels, and other agencies and organizations.
5. Identify shelter locations and needed supplies.
6. Provide critical emergency services to those in need, such as cleaning supplies, clothing, food and shelter, or assistance with post-emergency cleanup.
7. Identify those whose needs have not been met and helping coordinate the provision of assistance.

VI. GENERAL ASSUMPTIONS AND PLANNING FACTORS

- A. Incidents may result in numerous casualties; fatalities; displaced people; property loss; disruption of normal life-support systems, essential public services, and basic infrastructure; and significant damage to the environment, but the implementation of this plan and emergency support functions will reduce or prevent the loss of life and damage to property.
- B. It is possible for an emergency incident to occur at any time, and at any location in Marshalltown and it may occur without warning.
- C. Incidents may involve multiple geographic areas. Incident management activities will be initiated and conducted using the principles contained in the National Incident Management System and the National Response Framework.
- D. The combined expertise and capabilities of government at all levels, the private sector, and non-governmental organizations will be required to prepare for, respond to, recover from, and mitigate significant incidents.
- E. Incidents often attract a sizeable influx of independent, spontaneous volunteers and supplies. Complex incidents require prolonged, sustained incident management operations and support activities.
- F. The City's Multi-Hazard Emergency Operations Plan will supersede the County's Comprehensive Emergency Operations Plan if there is conflicting direction either between the Plans.
- G. Assistance from the region, state, federal, or other outside entities will be available in most situations but it is essential for Marshalltown to be prepared to carry out short-term response and recovery efforts in the absence of outside assistance.
- H. After the City has exhausted its mutual aid agreements, all requests for mutual aid/Iowa Mutual Aid Compact, state, or federal assistance shall come from the Marshall County Emergency Management Agency.
- I. All requests for state or federal assistance shall come from the Marshall County Emergency Management Agency to the State Emergency Operations Center.
- J. Requests coming to the state from other entities will be redirected to the Marshall County Emergency Management Agency by state operations officers and may delay the potential fulfillment of the request.

VII. ACTIONS

A. Preparedness

1. Planning

- a) Constructing plans for managing various incidents prior to their occurrence assists responders in dealing with the many variables, especially when they do not routinely manage these types of incidents or incidents of larger scale. The Emergency Operations Plan discusses personnel, equipment, and other resources and how they are used to support managing the incident. The plan, and more importantly, the planning process identifies an agreed upon course of action among parties with shared responsibilities.
- b) Benefits of the planning process and the plan include:
 - 1) Prevention of misunderstandings;
 - 2) Fulfillment of community expectations;
 - 3) Satisfaction of legal requirements;
 - 4) Reduction of liabilities;
 - 5) Identification of resource and policy shortfalls;
 - 6) Provision of a basis for training and exercises;
 - 7) Clarification of departmental roles and responsibilities; and
 - 8) Overall guidance for recovery and mitigation efforts.

2. Training

Training must include Incident Command System training, multi-agency coordination, discipline-based, and agency specific courses in order to build and maintain competence in skill areas. Regular training creates an opportunity to refresh perishable skills. This training should include pre-identified scheduled courses (classroom instruction and tactical) as well as just-in-time training in order to successfully fulfill specific mission assignments.

3. Exercises

The plan and training will be minimally effective if they are not put to use through exercises (tabletop, functional, or full-scale) that pace personnel in simulated objective-based scenarios. Exercises are used to evaluate the accuracy of planning assumptions and effectiveness of training. The Homeland Security Exercise and Evaluation Program concepts and forms are used to the extent practical.

4. Personnel Qualifications and Certification

Common training, qualifications, and certification for certain roles with the National Incident Management System and the Emergency Operations Plan

will assist responders in fulfilling their appropriate roles and responsibilities and allow for consistent performance regardless of the discipline or jurisdiction. Each City department will be responsible for their own training and record keeping. Emergency Management will offer trainings periodically and upon request.

5. Equipment Acquisition and Certification

Responders and support personnel must have the equipment necessary to carry out the expected functions. Equipment certification and typing ensures common understanding of the capabilities of the equipment and interoperability among personnel.

6. Mutual Aid

- a) During disaster operations, when existing, local resources are exceeded, the Director of Disaster Services will request assistance from neighboring communities or political subdivisions with which mutual aid agreements have been established. Agreements arranged prior to incidents that allow jurisdictions to work together to increase resources are critical to the successful management of large-scale incidents. The City has obtained mutual aid agreements for assistance in areas where resources are not available locally, or has access to agreements through the County Emergency Management Agency.
- b) These are further addressed in specific Emergency Support Functions.
- c) The State of Iowa is a signee to the Emergency Management Assistance Compact that is invoked by the state, but may involve the deployment of local resources during a regional or federal emergency or disaster.

7. Publications Management

The use of standardized forms, publications, training materials, and naming and numbering conventions increases the efficiency of preparing for, responding to, and recovering from an emergency incident. The forms and other publications are provided as attachments to this plan and emergency support functions as applicable.

B. RESPONSE

1. City Government

Local government has primary responsibility for the incident, supporting local emergency responders and to:

- a) Coordinate local resources within their jurisdiction to prepare, respond, recover, and mitigate the effects of the disaster.
- b) Activate the City Emergency Operations Center.
- c) Provide a line of succession of key government officials.

- d) Execute mutual aid agreements in the event that the disaster is beyond their capability.
 - e) Establish a liaison with the Marshall County Emergency Operations Center.
 - f) Coordinate requests for state and federal assistance with County Emergency Management Agency.
 - g) Maintain proper documentation regarding costs and expenditures associated with the response and recovery including resources from mutual aid agreements.
2. County Government
- County government has primary responsibility for supporting the response activities of local governments by:
- a) Providing initial response resources and requesting additional resources (mutual aid agreements) as resources are exhausted.
 - b) Notifying the State of the incident, declaring a state of emergency if required, and requesting assistance and resources as needed.
 - c) Activating the County Emergency Operations Center.
 - d) Providing a line of succession of key government officials.
 - e) Maintaining accurate records of disaster-related activities and expenses.
 - f) Compiling disaster assessment figures reported by the disaster assessment teams.
 - g) Implementing Memorandums of Understanding.
3. State government
- The State provides support upon a county request in a response by:
- a) Activating the State Emergency Operations Center and declaring a state of emergency when necessary.
 - b) Supplementing local resources when exhausted.
 - c) Providing resources or services not available locally or in the region, such as:
 - 1) Special Weapons and Tactics Teams
 - 2) Incident Management Teams
 - 3) Civil Support Teams
 - 4) Disaster Mortuary Operation Response Teams
 - 5) Disaster Medical Assistance Teams

- 6) Urban Search and Rescue Teams
- 7) Public Works Response Teams
- d) Utilizing private contractors or through mutual-aid agreements.
- e) Maintaining situational awareness.
- f) Maintaining accurate records of disaster-related activities and expenses.
- g) Requesting National Guard support by action of the Governor.
- 4. Federal government

The Federal government provides support to the state in a disaster response by:

 - a) Receiving and recognizing the State's notification of a state of emergency.
 - b) Providing assistance through the Federal Emergency Support Functions.
 - c) Providing disaster assistance under the Stafford Act and other federal authorizations.

C. RECOVERY

- 1. Once the emergency or disaster is under control, that is when search and rescue operations are finished and the immediate emergency needs for medical care, food, clothing, and shelter of the citizenry have been met, the Mayor or Director of Disaster Services will initiate all recovery actions necessary to return the affected area to normal status.
- 2. If state and/or federal assistance is provided, the Mayor or Director of Disaster Services, will coordinate with state or federal officers for recovery operations.
- 3. After a disaster event, program implementation will depend upon the type of assistance needed, the requested time frame for assistance, and fulfillment of the criteria that serve as the activating mechanism for that type of recovery assistance.

D. MITIGATION

- 1. Mitigation focuses on breaking the cycle of disaster damage, reconstruction, and repeated damage. Mitigation efforts provide value to the American people by creating safer communities and reducing loss of life and property.
- 2. Hazard Mitigation is sustained action taken to reduce or eliminate long-term risk to people and their property from hazards and their effects. Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage.

3. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters. Hazard mitigation is sustained action taken to reduce or eliminate long-term risk to people and their property from hazards.

VIII. ACTIVATION

- A. This plan can be partially or fully implemented in the context of a threat, anticipation of an incident or planned event, or in response to an incident requiring a coordinated response. Implementation of the plan's coordination mechanisms is flexible and scalable. The following table is a general description of the escalation potential and can be used to quickly index response activities to an activation level.

EOC Activation Level	Description of Incident/Activities	NIMS Incident Type	Homeland Security Threat Level
1 Monitoring	- Command and General Staff positions (other than the Incident Commander) are not activated. - No written Incident Action Plan (IAP) is required. - The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene. Examples include a National Weather Service or Iowa Homeland Security and Emergency Management Division briefing	5	Green (Low)
2 Limited	- Command staff and general staff functions are activated only if needed. - Several resources are required to mitigate the incident. - The incident is usually limited to one operational period in the control phase. - The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority is updated. - No written Incident Action Plan (IAP) is required but a documented operational briefing will be completed for all incoming resources. - May include operational plans including objectives and priorities. Examples include a special event or flood/tornado/blizzard warning, localized damages, etc.	4	Blue (Medium)
3 Partial	- When capabilities are exceeded, the appropriate EOC positions should be added to match the complexity of the incident. - Some or all of the Command and General Staff positions may be activated, as well as ESF's - The incident may extend into multiple operational periods. - A written IAP may be required for each operational period. Examples include a chemical leak with evacuation or a hostage stand-off.	3	Yellow (Significant)
4 Full	- Incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. - Incident may require the response of resources out of area, including mutual aid or state resources, to effectively manage the operations, command, and general staffing. - Most or all of the Command and General Staff positions are filled. - A written IAP is required for each operational period. - Many of the ESF positions are needed and staffed. - A Joint Information Center may be established with multiple agency PIOs. - Incident may include multiple counties. Web EOC may be used. - Damage assessments, shelter sites, or coordination with state/federal officials may be required. - All EOC staff shall keep logs & utilize message handling. This may include status boards, Web EOC, resource tracking, and recovery planning. Examples include a devastating storm or flood.	2	Orange (High)
5 Advanced	- This type of incident is the most complex, involving all of the above procedures/resources for lesser incidents and requiring national resources to safely and effectively manage, operate and recover. - All Command and General Staff positions are activated. Most ESF positions are activated. - The agency administrator will have routine briefings. - All EOC staff shall keep logs and utilize message handling. This may include status boards, Web EOC, resource tracking, and recovery planning. - This will most likely be a very long-term event with long-term recovery issues. - State & Federal agencies will be involved. - There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions. Examples include a 9/11 terroristic attack or a Katrina level disaster.	1	Red (Severe)

- B. Within City limits, City officials will be responsible for the direction and control of emergency operations, and will utilize the regular, auxiliary, or volunteer resources of City government. They will also be responsible for coordinating with others to provide for those emergency operations not within the capabilities of City government forces. The Director of Disaster Services will decide whether to activate all or portions of this operations plan.
- C. The County Emergency Management Coordinator will provide coordination between levels of government and will provide the unique disaster services skills and activities not available in existing organizations.
- D. The County Emergency Management Coordinator will also provide resource coordination between government agencies and the private sector.
- E. Upon activation, the Governor will delegate the local ordinances contained in the Iowa Code. The Mayor will take charge of all emergency operations.
 - 1. The declaration of a local disaster or emergency will activate the response and recovery aspects of this operations plan, and any other inter-jurisdictional disaster plans, and authorize the provision of aid and assistance from these plans.
 - 2. All City officials will immediately activate their portions of the operations plan. If a portion of the operations plan cannot be activated, the Mayor or Director of Disaster Services, will be immediately notified so alternate arrangements can be made, if necessary.
 - 3. The Marshall County Emergency Management Coordinator will assist the Director of Disaster Services to coordinate operational support for emergency response services. The Coordinator will notify the Emergency Operations Center staff and the head of every agency having a response role, activate the Emergency Operations Center (if not already activated by the Emergency Operations Center staff), and make contact with the state Homeland Security Emergency Management Division and other appropriate local organizations.

IX. CONCEPT OF OPERATIONS

A. General

1. It is the responsibility of the City of Marshalltown to protect life and property from the effects of hazardous events. This Plan is based on the concepts that emergency functions for various agencies/ organizations involved in emergency management will generally parallel their normal, day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.
2. Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of any emergency. Efforts that would normally be required of those functions will be re-directed to accomplish the emergency tasks assigned. This plan is concerned with all types of emergency situations that may affect the City of Marshalltown.
3. Most incidents are successfully managed at the local level. However, it is critical to the successful mitigation of larger scale incidents that multiple jurisdictions operate within the same incident management system and use the same terminology, as well as work cooperatively with each other.

B. Continuity of Government

1. Executive Lines of Succession:
 - a) Mayor
 - b) Mayor Pro-Tem
 - c) City Administrator
 - d) Order of seniority on the Council.
2. Department Heads Lines of Succession:

The line of succession of each department head is according to the operating procedures established by each department or as defined in the appropriate Emergency Support Function.
3. Preservation of Records:
 - a) The preservation of important records and the taking of measures to insure continued operations and reconstitution, if necessary, of local government during and after catastrophic disasters or national security emergencies are the responsibility of the executives of each jurisdiction.
 - b) Normally the development and maintenance of procedures for insuring continuity of government will be carried out for Marshalltown by the City Clerk with assistance from Library Staff. Records to be preserved should include, at a minimum:
 - c) Records required to protect the rights and interest of individuals.
 - d) Records required by Health, Fire, Law Enforcement, and Public Works to conduct emergency operations.

- e) Records required to re-establish normal government functions and to protect the rights and interests of government.
- f) Essential City government records are stored in a vault in City Hall
- 4. Alternate Operating Locations: Those government departments having emergency response functions have, if possible, identified alternate operating locations.
- 5. Protection of Government Resources: Procedures and guidelines have been established in this operations plan, and separately, to provide for the physical safety of government personnel, records, and equipment.
- 6. Personnel: All government buildings have tornado and fire plans which designate appropriate actions and protective shelter locations including provisions for handicapped persons.
- 7. Equipment: Electromagnetic Pulse generated by a nuclear detonation could adversely affect electronic equipment. Electromagnetic Pulse protection should be provided where needed.

C. Command and Management

- 1. During disaster operations, coordination and control of the City's emergency response will be exercised by the Mayor and Director of Disaster Services.
- 2. Each department or organization assigned primary or supporting responsibilities under this operations plan will assign a key representative to the Emergency Operations Center staff. The Emergency Operations Center thus becomes the central point for coordination and supervision of all emergency operations.
- 3. The Marshall County Emergency Management Coordinator is responsible for coordinating County, State and Federal assistance from the Emergency Operations Center.

D. Notification

Initial notification of an emergency or disaster event occurring within Marshalltown will normally come via a citizen's report to law enforcement or fire services in the affected area. Notification of events occurring outside of the City, which could affect City persons and property, will likely come from the following sources:

- 1. The National Weather Service: Will normally inform Marshall County of threatening weather phenomena through direct radio communications from Public Safety, Communications.
- 2. Highway Patrol: Will notify the county of hazardous events occurring near or in Marshall County via direct radio communications.
- 3. The Iowa Homeland Security and Emergency Management Division: The normal mode of communications between the Iowa Homeland Security and Emergency Management Division and Marshall County will be through the

public service telephone system. The Homeland Security and Emergency Management Division may notify Marshall County of hazardous events through its dedicated phone system for emergency notification known as the Iowa Warning System.

4. The Homeland Security and Emergency Management Division may also serve as a back-up notification of all severe events. Long range forecasts of potential disaster situations, such as flood stage predictions, will also be provided by the Homeland Security and Emergency Management Division.

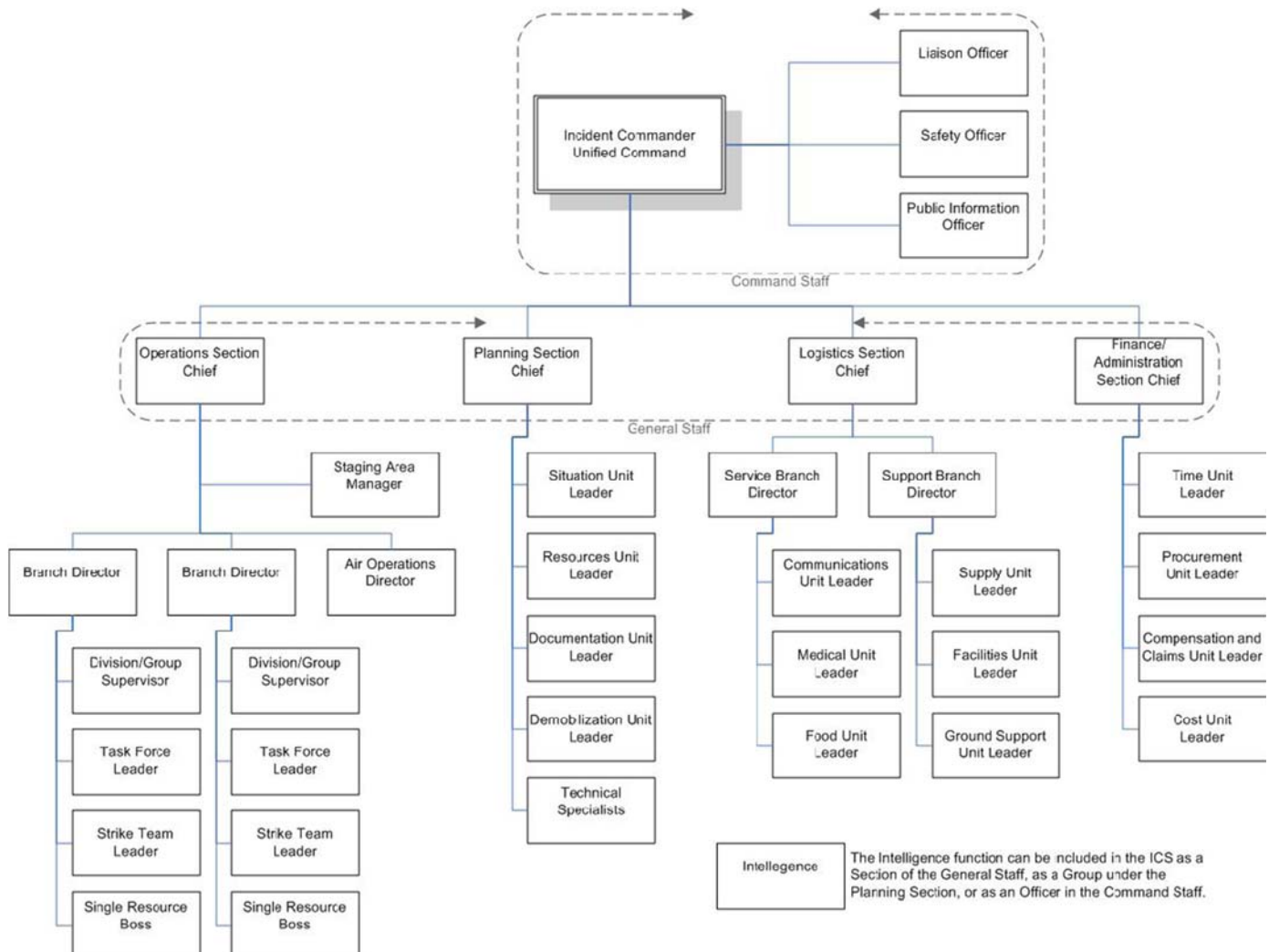
E. Alerting of Key People

1. Upon notification of a possible or actual emergency or disaster event, the communicator on duty will notify appropriate city and county officials and activate sirens.
2. When the Emergency Operations Center is activated, key officials will assemble at the Emergency Operations Center and be prepared to evaluate information, coordinate, and make emergency action decisions.

F. The Incident Command System

1. The Incident Command System is a standardized, on-scene, all-hazards incident management approach that:
 - a) Allows for the integration of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
 - b) Enables a coordinated response among various jurisdictions and functional agencies, both public and private.
 - c) Establishes common processes for planning and managing resources.
2. The Emergency Operations Plan and all of its components will be implemented through the Incident Command System and the incorporated measurable objectives identified in the Incident Action Plan. The Incident Command System provides the functional structure for actively managing any type of incident regardless of cause, size, or complexity.
3. All personnel with responsibilities in the Emergency Operations Plan will be proficient with the Incident Command System concepts and principles.
4. The Incident Command System is primarily a field level organizational system which has authority to make operational and tactical decisions and command all field personnel.

Figure 1: Incident Command Organizational Chart



G. Multi-Agency Coordination Systems

1. Multiagency coordination is a process that allows all levels of government and all disciplines to work together more efficiently and effectively. Multiagency coordination occurs across the different disciplines involved in incident management, across jurisdictional lines, or across levels of government.
2. Multiagency coordination can and does occur on a regular basis whenever personnel from different agencies interact in such activities as preparedness, prevention, response, recovery, and mitigation.
3. Often, cooperating agencies develop a Multiagency Coordination System to better define how they will work together and to work together more efficiently; however, multiagency coordination can take place without established protocols. The Multiagency Coordination System may be put in motion regardless of the location, personnel titles, or organizational structure.

4. Initially the Incident Command/Unified Command and the Liaison Officer may be able to provide all needed multiagency coordination at the scene. However, as the incident grows in size and complexity, off-site support and coordination may be required.

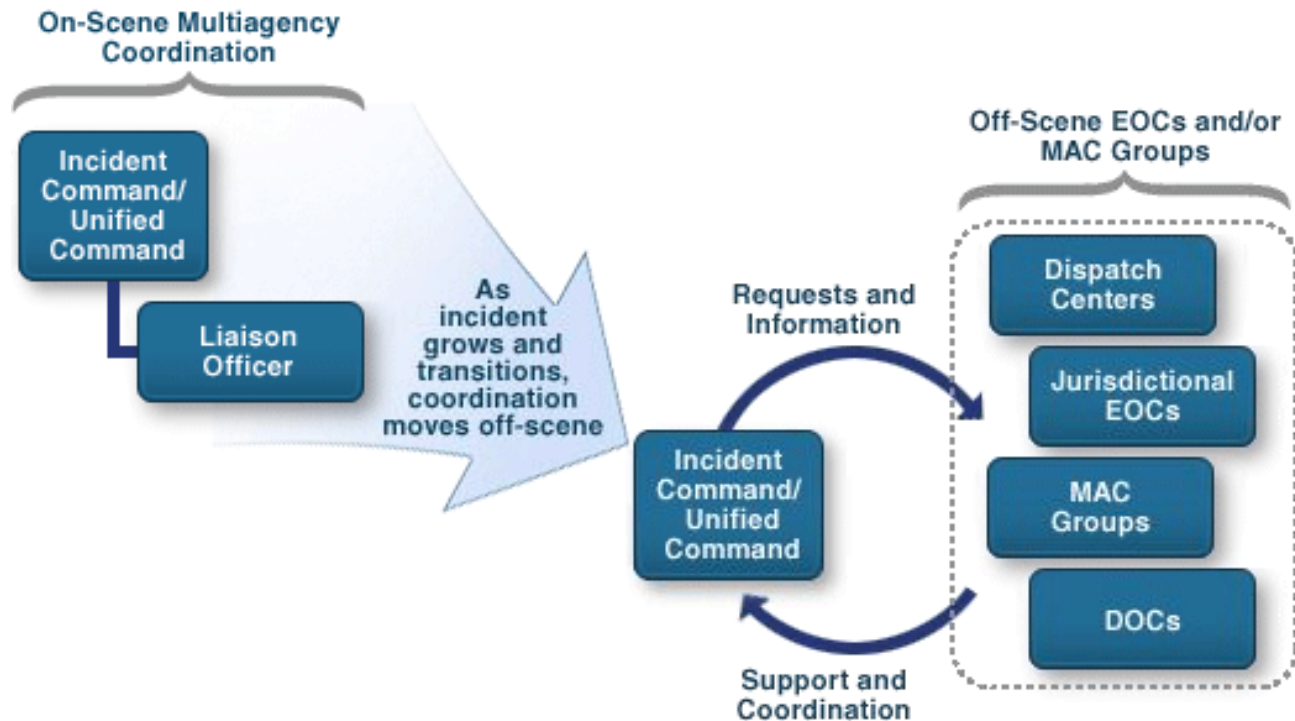


Figure 2: Multi-Agency Coordination

5. Integral elements of the Multiagency Coordination System are dispatch procedures and protocols, the incident command structure, and the coordination and support activities taking place within an activated Emergency Operations Center.
6. Fundamentally, the Multiagency Coordination System provides support, coordination, and assistance with policy-level decisions to the Incident Command System structure managing an incident.
7. The successful coordination between multiple jurisdictions is dependent on strong management components and organizational structure. A multi-agency coordination system is a combination of facilities, equipment, personnel, procedures, and communications integrated into a common system with responsibility for coordinating and supporting incident management activities.

H. Emergency Operations Center

1. The Emergency Operations Center will be staffed by the Mayor (or Mayor Pro-tem), Director of Disaster Services, Operations Section Chief, Logistics Section Chief, Planning Section Chief, Finance Section Chief, County Emergency Management Coordinator, and other required personnel.

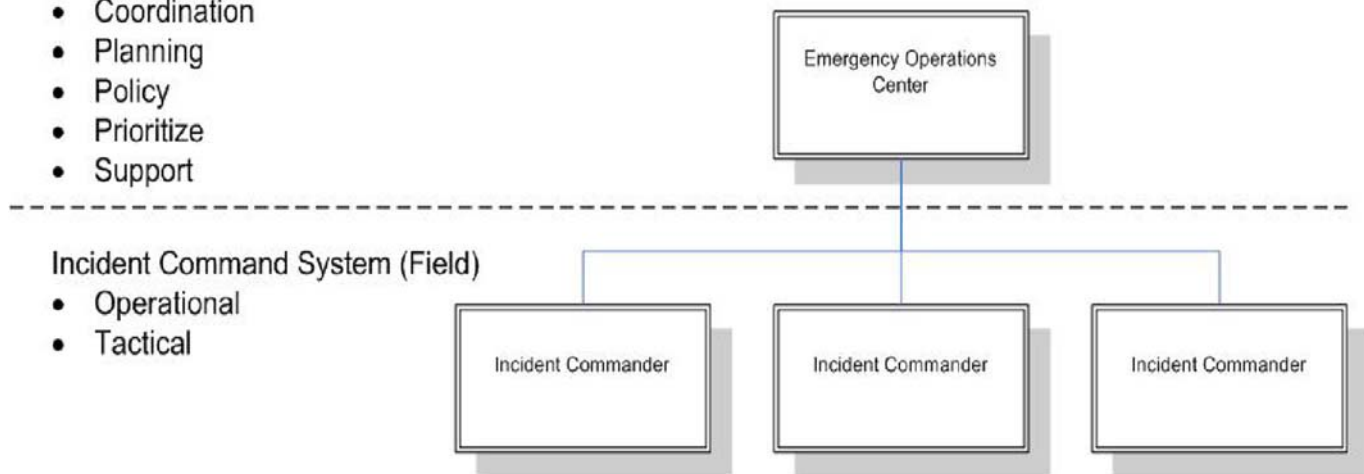
2. The Emergency Operations Center will serve as the central location from which coordination and executive decision-making will be implemented for the emergency disaster response and recovery. The Emergency Operations Center does not have an operational focus.
3. The Emergency Operations Center has responsibility for:
 - a) Coordination of City Departments and staff;
 - b) Strategic Planning;
 - c) Policy Making and Interpretation;
 - d) Prioritization of Resources; and
 - e) Support for Field Operations.
4. The Emergency Operations Center is both people and a facility and is led by the Mayor and assisted by the Director of Disaster Services.
5. The designated City personnel will report to the EOC along with the County Emergency Management Coordinator. These people will provide coordination with the private sector non-governmental organizations such as utilities, the American Red Cross, hospitals, the Salvation Army, and the United Way.
6. The people that staff the Emergency Operations Center are authorized to make decisions on behalf of the City.

I. Incident Command System/Emergency Operations Center Interface

1. An Area Command may be established when the complexity of the incident and incident management span-of-control considerations so dictate. The Mayor and Director of Disaster Services will assume responsibility for the decision to establish an Area Command.
2. The Area Command may be utilized when there are a number of incidents in the same area and of the same type, such as two or more Hazardous Material spills or fires that compete for the same resources.
3. Area Commands are particularly relevant to public health emergencies, given that these events are typically not site specific, not immediately identifiable, geographically dispersed, and evolve over time ranging from days to weeks. Such events as these, as well as acts of biological, chemical, radiological, and nuclear terrorism, call for a coordinated intergovernmental, private-sector, and nongovernmental organization response, with large-scale coordination typically conducted at a higher jurisdictional level.
4. When incidents are of different types and/or do not have similar resource demands, they are usually handled as separate incidents or are coordinated through an Emergency Operations Center. Figure 3 provides a schematic for the development of Area Command centers.

Emergency Operations Center

- Strategic
- Coordination
- Planning
- Policy
- Prioritize
- Support



Incident Command System (Field)

- Operational
- Tactical

Figure 3: Coordination of Multiple Incidents

5. The Emergency Operations Center has the strategic decision-making authority to coordinate between jurisdictions and incident commanders; interpret or clarify policy issues, prioritize resource allocation, and provide support to field personnel requested through the Incident Command System.
6. Emergency Operations Center personnel DO NOT direct field operations. The Incident Commander has operational and tactical authority through the Incident Command System to command field personnel.

J. Public Information Systems

1. Public Information consists of the processes, procedures, and systems to communicate timely, accurate, and accessible information on the incident's cause, size, and current situation to the public, responders, and additional stakeholders.
2. The Public Information Officer (PIO) in coordination with the Mayor, City Administrator, Fire Department and County Emergency Management Coordinator will be the single point for news release for disasters and emergencies.
3. Operational Policies
 - a) In an emergency the PIO will be located in the Marshalltown EOC or where designated by the Director of Disaster Services.
 - b) All information released to the media must be authorized by the Mayor, City Administrator, and/or Police Chief or Fire Chief.

- c) The PIO will coordinate with the media on procedures for news and will be the liaison between the media and City government officials.

X. COMMUNICATION AND INFORMATION MANAGEMENT

A. Common Operating Picture

1. The common operating picture offers an incident overview that enables the Mayor, Director of Disaster Services, County Emergency Management Coordinator, nongovernmental organizations, private-sector organizations, critical infrastructure owners and operators, and all other organizations and individuals to assume an emergency management role consistent with the EOC.
2. In order to maintain situational awareness, communications and incident information will be updated continually. A common operating picture during an incident helps to ensure consistency for all emergency management/response personnel engaged in an incident.

B. Communications Interoperability

1. The Marshall County 9-1-1 communications center provides the interoperability that allows emergency management/response personnel and their affiliated organizations to communicate within and across agencies and jurisdictions via voice, data, or video in real time, when needed, and when authorized.
2. The 9-1-1 Communication Center includes considerations of governance, standard operating procedures, technology, training and exercises, and usage within the context of the stress and chaos of a major response effort.

C. Incident Management Communications

1. The Marshall County Communications Commission provides the communications system and personnel to effectively manage incidents across multiple jurisdictions.
2. During large scale multi-jurisdictional and multi-agency incidents using interoperable communications systems, the use of common terminology, plain language, and clear text will be paramount. Codes and coded language shall not be allowed. The use of codes or coded language will lead to misunderstandings and misdirection that could cost valuable response time or result in injuries or loss of life.

XI. RESOURCE MANAGEMENT

- A. Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, supplies) to meet incident needs. Utilization of a standardized resource management concept will facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident. Emergency Support Function 7 covers resource management in detail.
- B. The mission of resource management will be to:
 - 1. Catalog available resources and request additional resources when necessary.
 - 2. Direct resources to the areas of need.
 - 3. Continually manage donations and volunteers into recovery.
- C. The concept of operations is:
 - 1. The City will utilize all of its available resources (personnel, equipment, materials, and supplies) before making requests for mutual aid. The County Emergency Management Coordinator will assist in coordination and requests from outside sources.
 - 2. The Parks and Recreation Department (ESF-7 coordinator and primary agency) is responsible for establishing and operating a resource management system based on requests from the Emergency Operations Center.
- D. Resources will be used to:
 - 1. Restore government functions
 - 2. Restore and maintain communication systems.
 - 3. Restore utility and shelter services.
 - 4. Insure protection and safety of victims.
 - 5. Establish medical aid, congregate care and evacuation as needed.
 - 6. Provide all other necessary services.

XII. PLAN STRUCTURE

A. Basic Plan

The Basic Plan outlines the basic concepts, roles, responsibilities, processes, and coordinating structures for managing emergency incidents.

B. Emergency Support Functions

1. The Emergency Support Functions are the primary means through which assistance is provided. These functions were established as an effective mechanism to group capabilities and resources into the functions that are most likely needed during actual or potential incidents.
2. The following table provides the scope of each Emergency Support Function and identifies the Emergency Support Function Coordinator.
3. It is critical to the successful mitigation of larger scale incidents that multiple jurisdictions operate within the same incident management system and use the same terminology, as well as work cooperatively with each other.
4. Table 1 provides the functions which must be performed or coordinated during an emergency situation. **Section XIV** provides a basic description of each Emergency Support Function, its components and the areas with roles in the ESF.

Table 1: Emergency Support Function Member Roles and Responsibilities		
Code P = Primary, S = Support, C = Coordination		
Emergency Support Function	Coordinator	Scope
1 – Transportation	(C) MMT Admin (P) PWD (S) Police Dept (S) WPCP (S) EMC	• Government and civil transportation support • Transportation safety • Restoration/recovery of transportation infrastructure • Movement restrictions • Damage, impact assessment on transportation needs
2 – Communications (Telecommunications and Information Technology)	(C) 911 Dir (P) 911 Orgs (S) Police Dept (S) Fire Dept (S) EMC	• Coordination with telecommunications industry • Restoration/repair and temporary provisioning of communications infrastructure • Protection, restoration, and sustainment of cyber and information technology resources
3 – Public Works and Engineering	(C) PWD/Engineer (P) PW- Engr (S) Park & Rec (S) PW- Street (S) Police Dept (S) EMC	• Infrastructure protection and emergency repair • Infrastructure restoration • Engineering services and construction management • Critical infrastructure liaison • Debris management
4 – Firefighting	(C) Fire Chief (P) Fire Dept. (S) Police Dept (S) PWD (S) EMC	• Firefighting activities in structural, wildland environments • Resource support to rural, urban firefighting operations • Traffic Control & Investigative Assistance • Assist in obtaining and coordinating resources • Provide equipment and debris clean-up

		Coordinate on-scene emergency care, transport and firefighter rehab
5 – Emergency Management	(C) DDS (P) Mayor/Mayor Pro-Tem (S) DDS (S) EMC (S) City Depts	- Coordination of incident management activities - Issuance of mission assignments - Incident action planning
6 – Mass Care, Housing, and Human Services	(C) Red Cross, SA (P) EMC (S) Library (S) Fire Dept (S) Housing/CD (S) Police Dept (S) PWD/Transit	- Mass care to include sheltering, feeding, and first aid of disaster victims - Temporary disaster housing - Human service needs of victims - Family reuniting services
7 – Resource Support	(C,P) Parks & Rec (S) Police Dept (S) Finance Dept (S) EMC	- Respond to requests/procure resources needed for response, including staging/storage space - Manage all requests for donations/donations received - Coordinate volunteer operations
8 – Public Health and Medical Services	(C,P) Public Health (P) Fire Dept. (S) EMC (S) Police Dept	- Public health - Emergency medical services - Hospital medical services - Mental health services - Mortuary services
9 – Search and Rescue	(C,P) Police Dept. (P) Fire Dept. (S) EMC (S) PWD	- Lost persons location - Life-saving assistance - Structural collapse rescue
10 – Hazardous Materials	(C,P) Fire Dept. (C,S) Police Dept (S) PWD (S) PIO (S) EMC	- Chemical, Biological, Radiological, Nuclear, and Explosive Response - Environmental safety and short-term clean-up
11 – Agriculture, Natural Resources, and Pets	(C,P) EMC (S) Fire Dept (S) Police Dept (S) PWD	- Animal and plant disease/pest response - Natural and cultural resources and historic properties protection and restoration - Companion animal rescue, care, and sheltering - Livestock animal rescue, care, and sheltering
12 – Energy	(C) PW- Engr (P) EMC (S) PIO	- Energy infrastructure assessment, repair, and restoration - Energy industry utility coordination - Energy forecasting
13 – Law Enforcement and Security (Public Safety)	(C,P) Police Dept. (S) Fire Dept (S) PW- Streets (S) PIO	- Facility and resource security - Security planning and technical resource assistance - Public safety and security support - Support to access, traffic, and crowd control - Missing/Abducted persons
14 – Community Recovery, Mitigation, and Economic Stabilization	(C, P) DDS (S) Housing/CD (S) PW- Engr (S) Police Dept (S) Fire Dept (S) Parks & Rec (S) EMC	- Social and economic community impact assessment - Long-term community recovery assistance to local governments, non-governmental entities, and the private sector - Mitigation analysis and program implementation

15 – Emergency Public Information (and External Communications)	(C,P) Police Dept (P) Fire Dept (P) Mayor (P) DDS (S) City Depts	• Emergency public information and protection action guidance • Media and community relations • Liaison with elected officials (local, state, and federal)
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5. Each Emergency Support Function identifies the coordinator and the primary and support agencies pertinent to the Emergency Support Function. Several Emergency Support Functions incorporate multiple components, with primary agencies designated for each component to ensure seamless integration of and transition between preparedness, response, and recovery activities. Emergency Support Functions with multiple primary agencies designate an Emergency Support Function Coordinator for the purposes of pre-incident planning and coordination of primary and supporting agency efforts throughout the incident.

C. Emergency Support Function Coordinator

1. The Emergency Support Function Coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.
2. Responsibilities of the Emergency Support Function coordinator include:
 - a) Coordinating before, during, and after an incident, including pre-incident planning and coordination.
 - b) Maintaining ongoing contact with primary and support agencies.
 - c) Conducting periodic Emergency Support Function meetings and conference calls.
 - d) Coordinating efforts with corresponding private-sector organizations.
 - e) Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness, as appropriate.

D. Primary Agencies

1. A primary agency has significant authorities, roles, resources, or capabilities for a particular function.
2. When a primary department is activated in response to an incident, it is responsible for:
 - a) Supporting the Emergency Support Function Coordinator and coordinating closely with the other primary and support agencies.
 - b) Orchestrating support within their functional area for the City.

- c) Providing staff for the operations functions at fixed and field facilities.
- d) Notifying and requesting assistance from support agencies.
- e) Managing mission assignments and coordinating with support agencies.
- f) Working with appropriate private-sector organizations to maximize use of all available resources.
- g) Supporting and keeping other agencies and organizational elements informed of operational priorities and activities.
- h) Conducting situational and periodic readiness assessments.
- i) Executing contracts and procuring goods and services as needed.
- j) Ensuring financial and property accountability for all activities.
- k) Planning for short- and long-term incident management and recovery operations.
- l) Maintaining trained personnel to support emergency response.

E. Support Agencies

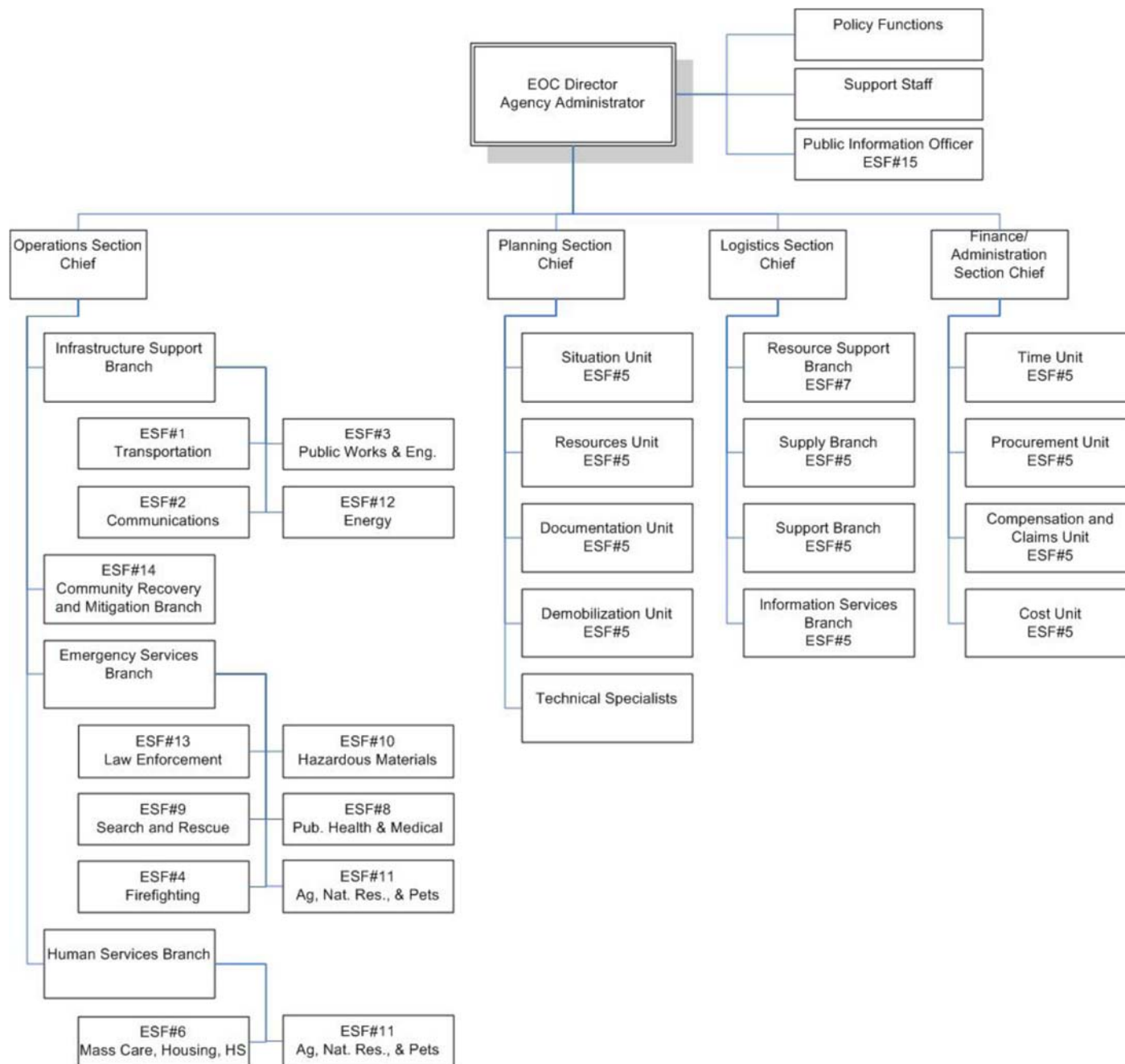
1. Support agencies are those entities with specific capabilities or resources that support the primary agency in executing the mission of the Emergency Support Function.
2. When an Emergency Support Function is activated, support agencies are responsible for:
 - a) Conducting operations, when requested by Director of Disaster Services, using their own authorities, subject matter experts, capabilities, or resources;
 - b) Assisting in the conduct of situational assessments;
 - c) Furnishing available personnel, equipment, or other resource support as requested by the primary agency;
 - d) Participating in planning for short- and long-term incident management and recovery operations and the development of supporting operational plans, standard operating procedures, checklists, or other job aids, in concert with existing first-responder standards.
 - e) Providing input to periodic readiness assessments.
 - f) Maintaining trained personnel to support interagency emergency response and support teams.

- g) Identifying new equipment or capabilities required to prevent or respond to new or emerging threats and hazards, or to improve the ability to address existing threats.
- h) Providing information or intelligence regarding their agency's area of expertise.

F. Organizational Structure

1. The model of the Emergency Support Function groups used by the City of Marshalltown allows for the utilization of the Incident Command System and other concepts and principles of the National Incident Management System during activation of the Emergency Operations Center. An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure.
2. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.
3. The City has few personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the Emergency Support Function in which his/her primary responsibilities lie.
4. Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Director of Disaster Services.

Figure 4: Emergency Operations Center and the relationship to the Emergency Support Functions.



XIII. EMERGENCY SUPPORT FUNCTION DESCRIPTIONS

The Emergency Support Functions are used in conjunction with one or more additional Emergency Support Functions to facilitate the response to a particular event. Each has a unique functional responsibility; however, each Emergency Support Function may be composed of one or more sub-functional groups, each geared towards a specific set of activities that might be required in an emergency. A description of each Emergency Support Function and its components follows:

A. Emergency Support Function 1 – Transportation

The transportation (multimodal) function within the emergency organization functions primarily as a coordinating group. This group insures all routes and conduits into and out of an affected area remain open, and that the traffic allowed into those areas is coordinated in a manner that prevents bottlenecking and gridlock which would prevent needed emergency assistance reaching those areas that need it.

B. Emergency Support Function 2 – Communications

The communications and warning functions are consolidated under the heading of Communications, primarily because they are necessarily interrelated. The City of Marshalltown shall utilize Marshall County Emergency Management Agency's ESF 2. References to the implementation of the County's Emergency Operation Plan should be taken to mean the City of Marshalltown's Emergency Operations Plan in a scenario when the City EOC is activated.

1. Marshall County 911 Communications is responsible for the development, maintenance, restoration, and utilization of local and private sector communications assets during emergencies. This includes the radio systems owned and operated by Emergency Management, Marshall County and other local Public Safety Answering Points, and other local agencies, amateur radio networks, cellular telephone networks, as well as the local and long-distance telephone systems connecting the federal, state, local, and private sector resources that might be needed in an emergency.
2. Warning. The Warning sub-function is responsible for the issuance of warning information regarding impending hazards, as well as the maintenance of warning networks which might be used in an emergency (i.e., the conceptual networks--the actual networks themselves [e.g., radio equipment, etc.] are maintained by Marshall County 911 Communications). This includes the Emergency Alert System, the National Oceanic and Atmospheric Administration Weather Radio system, the National Warning System, and other warning systems in place. The Warning sub-function works closely with Emergency Support Function 15 – Public Information function.

C. Emergency Support Function 3 - Public Works and Engineering

1. Building Inspection and Condemnation. This sub-function is responsible for the inspection of buildings and structures following a disaster and, if

necessary, condemning them and insuring their destruction in a timely manner.

2. Route Clearance and Bridge Inspection. This sub-function is responsible for insuring roads and bridges remain viable following a disaster. This includes the physical removal of debris on roadways, railroads, airstrips, etc., critical for emergency vehicle passage, as well as the inspection of bridges to insure they may continue to be used and have not suffered fatal damage as a result of a particular event. Assistance to local road crews is provided through this sub-function.
3. Debris Removal. This sub-function handles problems arising from the generation, accumulation, and disposal of debris following a disaster.
4. Water and Wastewater Systems. This sub-function is responsible for the restoration of potable water and wastewater disposal capabilities following a disaster.

D. Emergency Support Function 4 – Firefighting

The detection and suppression of fires is the primary purview of this group. Assistance to local fire suppression efforts is handled by this annex.

E. Emergency Support Function 5 – Emergency Management

ESF-5 collects, analyzes, and shares information regarding a potential or actual emergency or disaster to enhance the response and recovery activities in the City of Marshalltown. ESF-5 supports overall activities for incident management, maintains the EOC in a state of readiness, and provides operational guidance to personnel assigned to work in the EOC.

ESF-5 makes appropriate notifications and interfaces with City, County, State, and Federal agencies and, if required, coordinates with the Iowa Homeland Security and Emergency Management Duty Officer for additional assistance.

F. Emergency Support Function 6 – Mass Care, Housing, and Human Services

The City of Marshalltown shall utilize Marshall County Emergency Management Agency's ESF 6. The Marshalltown Public Library shall be the City of Marshalltown's primary agency for this ESF. This ESF coordinates the assistance in sheltering, feeding, and caring for victims of a disaster while providing assistance to victims in locating relatives (and vice versa) through the Disaster Welfare Inquiry system, the restoration of mail delivery, the use of amateur radio networks to deliver essential and important communications, etc.

G. Emergency Support Function 7 - Resource Support

This Emergency Support Function is responsible for the acquisition of all types of resources that are identified as "needed" during and following a disaster. This Coordinator works with other City departments and ESFs to ensure procurement and communications are consistent.

1. Resources. This sub-function procures supplies needed and arranges space to store said supplies.
2. Donations. This sub-function manages the influx of donated goods into the city following a disaster and provides the interface with outside agencies to communicate donation needs and distribution.
3. Volunteers. This sub-function coordinates the use of persons and organizations who volunteer their services following a disaster. Work includes setting up a Volunteer Reception Center if needed and coordinating with outside agencies for volunteer opportunities.

H. Emergency Support Function 8 – Public Health and Medical Services

The City of Marshalltown shall utilize Marshall County Emergency Management Agency's ESF 8. The Marshalltown Fire Department shall be the City's primary agency for this ESF. This ESF provides for emergency medical services following a disaster, plans for appropriate public health actions following a disaster, coordinates the provision of hospital-based emergency care, resource management and allocation amongst area hospitals, and serves as a situational information hub, and providing Crisis Intervention Support to emergency workers who have worked in a disaster environment.

I. Emergency Support Function 9 - Search and Rescue

The City of Marshalltown shall utilize Marshall County Emergency Management Agency's ESF 9. The Marshalltown Police Department or Marshalltown Fire Department shall serve as the City's primary agency for this ESF. This group coordinates the assistance in locating persons missing as a result of any one or more of a number of reasons. This Emergency Support Functions also provides the interface with the state and federal Urban Search and Rescue Teams.

J. Emergency Support Function 10 –Hazardous Materials

The City of Marshalltown shall utilize Marshall County Emergency Management Agency's ESF 10. The Marshalltown Fire Department shall serve as the City's primary agency for this ESF. This function is responsible for coordinating the technical response to hazardous materials incidents. This group coordinates the technical response to actual or impending releases either as a result of an accident at a fixed facility or through an accident in some mode of transportation.

K. Emergency Support Function 11 – Agriculture, Natural Resources, and Pet Care

The City of Marshalltown shall utilize Marshall County Emergency Management Agency's plan for ESF 11. This function is responsible for assisting local authorities in coordinating agriculture, natural resources, and pet care efforts.

L. Emergency Support Function 12 – Energy

The City of Marshalltown shall utilize Marshall County Emergency Management Agency's ESF 12. This sub-function is concerned with the restoration of the

utility (electrical and gas) infrastructure following a disaster, as well as the provision of temporary emergency power capabilities to critical facilities until such time as a permanent restoration is accomplished.

M. Emergency Support Function 13 – Law Enforcement and Security (Public Safety)

1. Traffic Control. This sub-function works closely with the Emergency Support Function 1 – Transportation to affect the orderly flow of traffic into, out of, and around areas affected by a disaster.
2. Security/Crime Control. This sub-function addresses the provision of security in disaster areas, as well as the actual policing functions normally associated with law enforcement activities, including riot control, explosive ordinance removal, counterterrorism, etc.
3. Institutions/Jails. This group is responsible for coordinating prisoner recapture, the utilization of prisons and facilities following disasters, and the moving of prisoners from damaged facilities to undamaged ones.
4. Evacuation/Movement. This group is responsible for coordinating the assistance to local governments in carrying out evacuations.

N. Emergency Support Function 14 – Community Recovery and Mitigation

1. Damage Assessments. This sub-function is the mechanism through which data is collected for determination of the level of assistance to request from the State of Iowa and federal government. The County Emergency Management Coordinator shall coordinate all damage assessments, with assistance from City staff where available.
2. Recovery and Reconstruction. This sub-function addresses the long-term economic impact of disasters upon local communities and assists the communities in developing plans for reconstruction.

O. Emergency Support Function 15 – Public Information

This group is responsible for the provision of information (both general and that which conveys emergency instructions to the public) concerning an actual or impending disaster. The coordination of Joint Information Center activities, Emergency Alert System activation, and the distribution of emergency preparedness instructions through other means are addressed through this venue.

XIV. Plan Development, Testing and Maintenance

A. Responsibility

The Emergency Operations Plan is the principal source of documentation of City of Marshalltown emergency operation activities. At some level, every department or agency of City has responsibility for developing and maintaining some part of the plan.

Overall coordination of the planning process, initial plan adoption, and approval of revisions are the responsibility of the Marshall County Emergency Management Commission.

B. Procedures

Each department, agency, or organization with responsibility under this plan shall develop and maintain written procedures for carrying out their assigned tasks. The City will participate in County exercises as well as hold one exercise annually. All exercises conducted should utilize the National Incident Management System.

C. Review

Needed changes to the Emergency Operations Plan and any Emergency Support Functions will be reported to the City Administrator within a reasonable timeframe upon their discovery. The City Administrator will facilitate the change and present an amendment to the City Council for approval.

This plan will be reviewed regularly and amended as appropriate in accordance with a five-year schedule established by the Commission, to include at a minimum:

- A complete review and amendment (as appropriate) of this plan shall be conducted every five years.
- A review of the plan will occur following its implementation in a disaster

D. Distribution

Any amended portions of the plan shall be made available in print and electronically to all stakeholders.

XV. APPENDICES

Appendices provided include:

- A. Appendix A - Acronyms
- B. Appendix B - Resource Information Emergency Service Numbers
- C. Appendix C – Departmental Roles and Responsibilities
- D. Appendix D - Chapter 34: Civil Emergencies

APPENDIX A - ACRONYMS

AAR	After-Action Report
AFB	Air Force Base
AM	Area Manager
AMS	Aerial Measuring System
ANSIR	Awareness of National Security Issues and Response Program
AOC	Administrative Offices of the Courts
APHIS	Animal and Plant Health Inspection Services
ARAC	Atmospheric Release Advisory Capability
ARC	American Red Cross
ARES	Amateur Radio Emergency Service
ARG	Accident Response Group
ARS	Agriculture Research Service
ATC	Air Traffic Control
ATSD(CS)	Assistant to the Secretary of Defense for Civil Support
BDC	Bomb Data Center
CAP	Civil Air Patrol; also Corrective Action Program
CATS	Consequence Assessment Tool Set
C/B	Chemical/Biological
CBIAC	Chemical and Biological Defense Information and Analysis Center
CBRNE	Chemical, Biological, Radiological, Nuclear, and Explosive
CDC	Centers for Disease Control and Prevention
CDRG	Catastrophic Disaster Response Group
CEOP	County Emergency Operations Coordinator
CEPPO	Chemical Emergency Preparedness and Prevention Office
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CHEMTREC	Chemical Transportation Emergency Center
CHFS	Cabinet for Health and Family Services

CHPPM	Center for Health Promotion and Preventive Medicine
CIAO	Critical Infrastructure Assurance Office
CIRG	Critical Incident Response Group
CM	Consequence Management
CMU	Crisis Management Unit (CIRG)
COG	Continuity of Government; also Council of Governments
COOP	Continuity of Operations
CPG	Civil Preparedness Guide
CRU	Crisis Response Unit
CSEPP	Chemical Stockpile Emergency Preparedness Program
CST	Civil Support Teams
CW/CBD	Chemical Warfare/Contraband Detection
DDS	Director of Disaster Services
DECON	Decontamination
DEP	Department of Environmental Protection
DEST	Domestic Emergency Support Team
DFO	Disaster Field Office
DHHS	Department of Health and Human Services
DHS	Department of Homeland Security
DMA	Department of Military Affairs
DMAT	Disaster Medical Assistance Team
DMORT	Disaster Mortuary Operational Response Team
DMCR	Disaster Management Central Resource
DO	Duty Officer
DOC	Department Operations Center
DoD	Department of Defense
DOE	Department of Energy
DOJ	Department of Justice
DOT	Department of Transportation
DPP	Domestic Preparedness Program
DRC	Disaster Recovery Center
DTCTPS	Domestic Terrorism/Counter Terrorism Planning Section (FBI HQ)

DWI	Disaster Welfare Inquiry System
EAS	Emergency Alert System
ECBC	Edgewood Chemical Biological Center (formerly SBCCOM)
EHS	Extremely Hazardous Substance
EMA	Emergency Management Agency
EMAC	Emergency Management Assistance Compact
EM	Emergency Management
EMI	Emergency Management Institute
EMS	Emergency Medical Services
EO	Executive Order
EOC	Emergency Operations Center
EOD	Explosive Ordinance Disposal
EOP	Emergency Operations Plan
EPA	U.S.Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
EPI	Emergency Public Information
EPPC	Environmental and Public Protection Cabinet
ERG	Emergency Response Guide
ERT	Emergency Response Team/Environmental Response Team
ERT-A	Emergency Response Team – Advance Element
ESF	Emergency Support Function
EST	Emergency Support Team
EU	Explosives Unit
FAD	Foreign Animal Disease
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FNF	Fixed Nuclear Facility
FNS	Food and Nutrition Service
FOC	Field Operations Center

FOG	Field Operating Guide
FRERP	Federal Radiological Emergency Response Plan
FRMAC	Federal Radiological Monitoring and Assessment Center
FS	Forest Service
GAR	Governors Authorized Representative
GIS	Geographical Information Systems
HA	Hazard Analysis
HazMat	Hazardous Material(s)
HEPA	High-Efficiency Particulate Air
HMRU	Hazardous Materials Response Unit
IAP	Incident Action Plan
IC	Incident Commander
ICC	Incident Command Center
ICP	Incident Command Post
ICS	Incident Command System
IMAC	Iowa Mutual Aid Compact
IMS	Incident Management System
IMT	Incident Management Team
IND	Improvised Nuclear Device
IST	Incident Support Team
IT	Information Technology
JCAHO	Joint Commission on Accreditation of Healthcare Organizations
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
JOC	Joint Operations Center
JTF-CS	Joint Task Force for Civil Support
LNO	Liaison Officer

LO	Logistics Officer
MA	Mutual Aid
MACS	Multi-Agency Coordination System
MACC	Multi-Agency Coordination Center
MAA	Mutual Aid Agreement
MHz	Megahertz
MMRS	Metropolitan Medical Response System
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MSCA	Military Support to Civil Authorities
NAP	Nuclear Assessment Program
NAWAS	National Warning System
NBC	Nuclear, Biological, and Chemical
NCP	National Contingency Plan
NDMS	National Disaster Medical System
NEST	Nuclear Emergency Search Team
NETC	National Emergency Training Center
NFA	National Fire Academy
NFIP	National Flood Insurance Program
NHC	National Hurricane Center
NIMS	National Incident Management System
NIPC	National Infrastructure Protection Center
NMRT	National Medical Response Team
NOAA	National Oceanic and Atmospheric Administration
NRC	National Response Center or Nuclear Regulatory Commission
NRF	National Response Framework
NRT	National Response Team
NSC	National Security Council
NTIS	National Technical Information Service
NWS	National Weather Service

ODP	Office for Domestic Preparedness (DHS)
OIG	Office of the Inspector General (USDA)
OSC	On-Scene Commander
OSFM	Office of State Fire Marshall
OSHA	Occupational Safety & Health Administration
PA	Public Assistance
PAZ	Protective Action Zone
PDA	Preliminary Damage Assessment
PDD	Presidential Decision Directive
PHS	Public Health Service
PIO	Public Information Officer
PL	Public Law
POC	Point of Contact
POD	Point of Distribution
PPE	Personal Protective Equipment
PSA	Public Service Announcement
PUC	Public Utilities Commission
PWD	Public Works Director
RACES	Radio Amateur Civil Emergency Services
RAP	Radiological Assistance Program
RCRA	Research Conservation and Recovery Act
RDD	Radiological Dispersion Device
REACT	Radio Emergency Assistance Communications Team
REAC/TS	Radiation Emergency Assistance Center – Training Site
RERP	Radiological Emergency Response Plan
RNAT	Rapid Needs Assessment Team
ROC	Regional Operations Center
RQ	Reportable Quantity
RRIS	Rapid Response Information System (FEMA)
RRT	Regional Response Team (also Rapid Response Team)
RSA	Revised Statutes Annotated

SA	Staging Area
SAC	Special Agent in Charge (FBI)
SAR	Search and Rescue
SARA	Superfund Amendments and Reauthorization Act of 1986 (also known as EPCRA)
SBCCOM	Soldier and Biological Chemical Command (U.S.Army) (now known as ECBC)
SCBA	Self-Contained Breathing Apparatus
SCO	State Coordinating Officer
SEB	State Emergency Board
SEOC	State Emergency Operations Center
SERC	State Emergency Response Commission
SERT	State Emergency Response Team
SIOC	Strategic Information and Operations Center (FBI HQ)
SITREP	Situation Report (Also SitRep)
SLG	State and Local Guide
SO	Safety Officer
SOG	Standard Operating Guide
SOP	Standard Operating Procedure
SP	State Police
SWP	State Warning Point
TPQ	Threshold Planning Quantity
UC	Unified command
UCS	Unified Command System
UHF	Ultra High Frequency
USDA	United States Department of Agriculture
US&R	Urban Search and Rescue
VA	Department of Veterans Affairs
VHF	Very High Frequency

VS	Veterinary Services
WMD	Weapon(s) of Mass Destruction
WMD-CST	WMD Civil Support Team
WS	Wildlife Services

APPENDIX C –KEY RESPONSIBILITIES

The attachments are designed to provide a list of actions each department is assigned to in the activation of the EOC and any ESF.

- A. Mayor/Mayor Pro-Tem
- B. City Administrator/Director of Disaster Services
- C. Police Department
- D. Fire Department
- E. Parks and Recreation Department
- F. Finance Department
- G. Housing and Community Development Department
- H. Human Resources Director
- I. Public Works Department
- J. Public Information Officer
- K. City Clerk
- L. Marshalltown Public Library

MAYOR/MAYOR PRO-TEM

The Mayor is responsible for the overall management of the City of Marshalltown in a civil emergency. The following tasks represent a checklist of actions that should be considered in an emergency or disaster situation.

MAYOR/MAYOR PRO-TEM SHOULD:

1. Ensure that the Director of Disaster Services or designated person has activated/is activating the Emergency Operations Center (EOC).
2. Report to the EOC.
3. Ensure that the Director of Disaster Services or designated person provide an initial damage assessment and casualty report.
4. Ensure that the Director of Disaster Services brief the EOC staff as to the status of the disaster.
5. Be ready to issue a declaration of emergency.
6. Ensure the City Public Information Officer (PIO) and/or designated person is notified and reports to the EOC. Review proposed briefings of the PIO.
7. In consultation with the Director of Disaster Services and County Emergency Management Coordinator, determine whether or not County, State or Federal assistance should be requested.
 - a) City and County resources must be fully committed before state or federal assistance will be available.
 - b) If assistance is requested, specify the type and amount of assistance needed.

ESF 1		ESF 7		ESF 13	
ESF 2		ESF 8		ESF 14	
ESF 3		ESF 9		ESF 15	P
ESF 4		ESF 10			
ESF 5	P	ESF 11			
ESF 6		ESF 12			

CITY ADMINISTRATOR/DIRECTOR OF DISASTER SERVICES

The Director of Disaster Services coordinates all components of the emergency management program in the City of Marshalltown. This includes hazard analysis, preparedness, mitigation, response and recovery activities for all natural and technological disaster/emergencies. The following tasks represent a checklist of actions.

DIRECTOR OF DISASTER SERVICES SHOULD:

1. Report to the City EOC
2. Ensure that City officials and County Emergency Management Coordinator have been notified, key facilities warned, sirens activated, etc.
3. Activate the City EOC (see EOC Alerting List). Make sure that it is fully operational and that EOC staff have reported or are reporting to it.
4. Obtain initial Uniform Disaster Situation Report (UDSR) and other relevant information. Relay this information to the Mayor and to the County Emergency Management Coordinator.
5. Conduct regular briefings of EOC staff as to the status of the situation.
6. Evaluate available resources, including personnel, by checking with EOC Staff. If deficiencies exist, take action to obtain the needed resources.
7. Review proposed briefings of the PIO
8. Activate ESF-14 when the recovery process begins

ESF 1		ESF 7		ESF 13	
ESF 2		ESF 8		ESF 14	C/P
ESF 3		ESF 9		ESF 15	P
ESF 4		ESF 10			
ESF 5	C/S	ESF 11			
ESF 6		ESF 12			

POLICE DEPARTMENT

The Marshalltown Police Department is responsible for law enforcement activities in City of Marshalltown. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

1. Ensure that all Police Department staff have been notified and that they report as situation directs.
2. Direct the designated law enforcement representative to report to the City EOC.
3. Secure the affected area and perform traffic and crowd control.
4. Participate in warning the public as situation warrants.
5. Determine scope of incident as to immediate casualties/destruction and whether the incident has the potential to expand and escalate.
6. Direct officer(s) to close off the damage site area and to stop all in-bound traffic. Set up an emergency pass system.
7. Report above information to appropriate law enforcement agencies.
8. Establish a staging area in the City; designate a CP; and establish initial command until relieved.
9. Act as Public Information Officer for the City in coordination with Mayor, City Administrator, and Fire Department.
10. If appropriate and if available, dispatch a communications vehicle to the scene of the disaster.
11. Other responsibilities may include:
 - a) Enforce curfew restrictions in the affected area.
 - b) Coordinate the removal of vehicles blocking evacuation or other response activities.
 - c) As necessary, shelter in-place or evacuate prisoners as may be appropriate from the affected area.
 - d) Assist the medical examiner with mortuary services.
 - e) Assist with search and rescue activities.
 - f) Provide services in all ESFs where listed as a Supporting Agency

ESF 1	S	ESF 7	S	ESF 13	C/P
ESF 2	S	ESF 8	S	ESF 14	S
ESF 3	S	ESF 9	C/P	ESF 15	C/P
ESF 4	S	ESF 10	C/S		
ESF 5	S	ESF 11	S		
ESF 6	S	ESF 12			

FIRE DEPARTMENT

The Marshalltown Fire Department is responsible for fire services activities in the City of Marshalltown. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

1. Ensure that all Fire Department staff have been notified and that they report as situation directs.
2. Direct the designated Fire Department representative to report to the City EOC.
3. Establish and/or respond to designated staging area as directed by on-scene personnel.
4. Assist Law Enforcement in warning the affected population.
5. Rescue injured/trapped persons.
6. Protect critical facilities and resources.
7. Designate a person to record the arrival and deployment of emergency personnel and equipment.
8. Assist Law Enforcement with evacuation, if needed.
9. Assist the Public Works Department and utilities with shutting down gas and electric services, if necessary.
10. Other responsibilities may include:
 1. Assist with traffic control.
 2. Assist with debris clearance.
 3. Establish and maintain contact with the persons representing fire services.
 4. If the Regional Hazardous Materials Team is needed for a Level A response, obtain assistance through the Duty Officer.
 5. If additional assistance is necessary, utilize mutual aid agreements and/or contracts with other fire departments.
 6. Provide services in all ESFs where listed as a Supporting Agency

ESF 1		ESF 7		ESF 13	S
ESF 2	S	ESF 8	P	ESF 14	S
ESF 3		ESF 9	P	ESF 15	P
ESF 4	C/P	ESF 10	C/P		
ESF 5	S	ESF 11	S		
ESF 6	S	ESF 12			

PARKS AND RECREATION DEPARTMENT

The Parks and Recreation Department is responsible for their assigned activities in the City of Marshalltown. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

1. Report to the City EOC, if requested, to activate ESF 7
2. Handle requests for resources, notify DDS if outside resources are necessary
3. Identify areas for storage and staging
4. Manage all donation requests and donations received
5. Coordinate volunteer operations, including the set-up and operations of a Volunteer Reception Center
6. Assist in debris removal
7. Assist in the damage assessment of Park and Recreation facilities

ESF 1		ESF 7	C/P	ESF 13	
ESF 2		ESF 8		ESF 14	S
ESF 3	S	ESF 9		ESF 15	S
ESF 4		ESF 10			
ESF 5	S	ESF 11			
ESF 6		ESF 12			

FINANCE DEPARTMENT

The Finance Director is responsible for ensuring the implementation of processes and procedures for the accurate collection and dissemination of data necessary for reimbursement, the expenditure of funds per local or other policies, and the identification of funds for emergency spending. The Finance Director may also serve as the Finance Section Chief/Finance Officer.

CITY FINANCE DIRECTOR SHOULD:

1. Report to the City EOC.
2. Maintain records indicating City expenses incurred due to the disaster.
3. Delegate authority to department directors to permit acquisition of equipment and supplies needed following a disaster.
4. Increase credit card limits if necessary.
5. Assign department directors account numbers to which emergency expenditures may be charged.
6. Indicate what hours need to be tracked for payroll (ie. straight-time, overtime, salary time) for each potential FEMA category or insurance reimbursement.
7. Provide forms to departments to track City equipment used.
8. Provide forms for volunteers and donations to Volunteer coordinator and Resource Manager.
9. Assist with volunteer tracking (hours, tasks, etc) and log equipment being used and issued.
10. Assist with assessing city properties for damages using insurance policy as reference.

ESF 1		ESF 7	S	ESF 13	
ESF 2		ESF 8		ESF 14	
ESF 3		ESF 9		ESF 15	S
ESF 4		ESF 10			
ESF 5	S	ESF 11			
ESF 6		ESF 12			

HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

The Housing and Community Development Department represents a broad category of sub-functions which assist with the response and recovery from a disaster. The

1. Report to the City EOC, if requested.
2. Catalog available resources.
3. Identify housing relocation opportunities and other support roles of ESF-6.
4. Work with rental property owners to determine damages sustained and availability.
5. Coordinate a process for expeditious private repair efforts by streamlining permitting requirements, providing emergency contractor approvals with assistance from City Clerk, and other activities as needed in ESF-14
6. Manage property data/statuses, including damage assessments of private property completed by the County Emergency Management Coordinator.
7. Assigning staff as needed to assist with any ESF where activated and personnel are needed

ESF 1		ESF 7		ESF 13	
ESF 2		ESF 8		ESF 14	S
ESF 3		ESF 9		ESF 15	S
ESF 4		ESF 10			
ESF 5	S	ESF 11			
ESF 6	S	ESF 12			

HUMAN RESOURCE DIRECTOR

The Human Resources Department will work with others to ensure the safety of City employees in disaster response and recovery and review and develop policies that assist effective disaster response. The Human Resources Director may serve as the Finance/Administration Section Chief.

1. Report to the Emergency Operations Center as requested.
2. Follow-up on all reports of employee injuries
3. Research and maintain contact with personnel legal counsel to provide guidance on questions of policy implementation
4. Assist the Director of Disaster Services as requested.
5. Implement requested changes to the City's phone network and website to facilitate the distribution of information.

ESF 1		ESF 7		ESF 13	
ESF 2		ESF 8		ESF 14	
ESF 3		ESF 9		ESF 15	S
ESF 4		ESF 10			
ESF 5	S	ESF 11			
ESF 6		ESF 12			

PUBLIC WORKS DEPARTMENT

The Public Works Department is responsible for public works activities in the City of Marshalltown, which includes Airport, Transit, Streets, Wastewater Collection, Water Pollution Control Plant, Facilities/City Electrician and Engineering. The Department is responsible for the ongoing maintenance for the Flood Management Plan, Snow and Ice Removal Plan, and Debris Management Plan.

1. Ensure that all department personnel have been alerted and that they report as the situation directs.
2. Report to the City EOC.
3. Review the disaster situation with field personnel and report situation to the Director of Disaster Services.
4. Maintain transportation routes.
5. If necessary, coordinate flood fighting activities, including sandbagging, emergency diking, and pumping operations.
6. Coordinate with Law Enforcement travel restrictions/road closures within the City.
7. Assist with traffic control and access to the affected area.
8. As necessary, establish a staging area for public works.
9. Report public facility damage information to the Damage Assessment Team.
10. If the County EOC is activated, establish and maintain contact with the County Highway Engineer.

ESF 1	C/P	ESF 7		ESF 13	S
ESF 2		ESF 8		ESF 14	S
ESF 3	C/P	ESF 9	S	ESF 15	S
ESF 4	S	ESF 10	S		
ESF 5	S	ESF 11	S		
ESF 6	S	ESF 12	C		

PUBLIC INFORMATION OFFICER

The Public Information Officer (PIO) and is responsible for public information activities in Marshalltown. The PIO will be determined based upon the type of the event, with the Fire Department handling all PIO duties in an coordinate with the Director of Disaster Services, Fire Department, and County Emergency Management Coordinator as necessary. The following tasks represent a checklist of actions the PIO should consider in an emergency or disaster situation.

1. The Public Information Officer will function as the sole point of contact for the news media and public officials.
2. Maintain liaison with the EOC in order to stay abreast of situation.
3. Establish news media briefing room and brief the media at periodic intervals.
4. If the situation escalates and the county EOC is activated, coordinate with the County PIO to prepare news releases.
5. Conduct press tours of disaster areas within the City as the situation stabilizes.
6. Assist the County in establishing a Joint Public Information Center.
7. Assist the County with establishing a Rumor Control Center.
8. Issue protective action recommendations or public service advisories as directed by the Mayor.
9. Communicate with and assist ESF coordinators and primary agencies on determining what information should be released.

ESF 1		ESF 7		ESF 13	S
ESF 2		ESF 8	S	ESF 14	
ESF 3	S	ESF 9	S	ESF 15	P
ESF 4		ESF 10	S		
ESF 5	S	ESF 11			
ESF 6	S	ESF 12	S		

CITY CLERK

The City Clerk is responsible for their assigned activities in the City of Marshalltown. The following tasks represent a checklist of actions this department should consider in an emergency or disaster situation.

CITY CLERK SHOULD:

1. Report to the City EOC, as requested.
2. Assist the Director of Disaster Services.
3. Assist the Finance/Administration Section Chief as needed by, including the procurement of necessary equipment, supplies, and materials.
4. Answer main City phone line and provide information as provided by the EOC.
5. Implement requested changes to the City's website to facilitate the distribution of information.
6. Support ESF-14 through identification and implementation of business permitting and regulations

ESF 1		ESF 7		ESF 13	
ESF 2		ESF 8		ESF 14	S
ESF 3		ESF 9		ESF 15	S
ESF 4		ESF 10			
ESF 5	S	ESF 11			
ESF 6		ESF 12			

APPENDIX D - CHAPTER 34: CIVIL EMERGENCIES

Section

- 34.001 Purpose and declaration of policy
- 34.002 Mayor's power during emergency
- 34.003 Effective date and termination of emergency powers
- 34.004 City Administrator as Director of Disaster Services
- 34.005 Emergency operations plan
- 34.006 Operational organization
- 34.007 Emergency procurements
- 34.999 Penalty

§ 34.001 PURPOSE AND DECLARATION OF POLICY.

This chapter is enacted to set out and clarify the authority of the city and its officers and employees with regard to emergency and disaster situations. It is intended to grant as broad a power as permitted by statutory and constitutional authority. This chapter does not preclude joint or cooperative planning and response efforts with other city, county, state, regional, national and international authorities and bodies.

(2013 Code, § 9-1) (Ord. 14622, passed 3-22-1999)

§ 34.002 MAYOR'S POWER DURING EMERGENCY.

Notwithstanding any provisions of this code to the contrary, when the Mayor determines, in the Mayor's sole discretion, that a state of public emergency exists within the city, the Mayor, pursuant to I.C.A. § 372.14, may by proclamation declare a state of emergency, govern the city by proclamation, and exercise through the assistance of the City Administrator and in consultation with the City Attorney all emergency powers, including, but not limited to, all of the following:

(A) The power to direct emergency response activities by city departments, including, but not limited to, the Police and Fire Departments, and by such emergency services personnel as the Mayor may designate or appoint;

(B) The power to execute contracts for the emergency construction or repair of public improvements, when the delay of advertising and public letting might cause serious loss or injury to the city, upon following the procedures of § 34.007 of this chapter;

(C) The power to purchase or lease goods and services the Mayor deems necessary to the city's emergency response or for the repair of city facilities, or both, upon following the procedures of § 34.007 of this chapter;

(D) The power to lease real property, structures or both, that the Mayor deems necessary for the continued operation of city government;

(E) The power to promulgate rules and orders to implement and clarify the Mayoral proclamation exercising emergency power; and

(F) The power to delegate any or all of these duties to the City Administrator, who may in turn delegate any or all of the duties.

(2013 Code, § 9-2) (Ord. 14622, passed 3-22-1999)

§ 34.003 EFFECTIVE DATE AND TERMINATION OF EMERGENCY POWERS.

Proclamations, rules and orders issued pursuant to § 34.002 of this chapter shall be effective upon issuance and shall remain in effect until withdrawn by the Mayor or issuing authority. However, these proclamations, rules and orders shall be withdrawn by the Mayor or issuing authority, and those acting pursuant to § 34.002 of this chapter shall cease to exercise emergency powers, at such times as the conditions giving rise to the emergency cease and emergency conditions resulting from the initial condition cease.

(2013 Code, § 9-4) (Ord. 14622, passed 3-22-1999)

§ 34.004 CITY ADMINISTRATOR AS DIRECTOR OF DISASTER SERVICES.

(A) (1) The City Administrator shall be responsible for the performance and supervision of performance of all duties in connection with coordinating and carrying out the city's part in furnishing services in the event of major natural or human-made disasters, including, but not limited to, floods, fire, drought, earthquakes, tornadoes, windstorms, epidemics, hazardous substance or nuclear power plant accidents or incidents, insurrections, riots, looting and persistent violent civil disobedience, which threaten the public peace, health and safety, or which damage and destroy public or private property of the city. Depending on the nature and scope of the disaster and nature and scope of agreements with other public entities, the City Administrator may coordinate or delegate, or both, the responsibility for the performance and supervision or performance for such duties to other such entities.

(2) The City Administrator shall assist the Mayor in the exercise of emergency powers under § 34.002 of this chapter.

(3) The City Administrator, or the City Administrator's designee, shall act in coordination with the state, county and other governmental agencies as may be necessary to plan and implement a joint jurisdiction emergency planning and disaster services plan and mutual aid arrangements.

(4) The City Administrator shall consult with the City Attorney and the county's Emergency Management Director in the planning and exercise of emergency powers.

(2013 Code, § 9-5)

(B) The City Administrator, when acting as Director of Disaster Services, shall:

(1) Request the Mayor, when appropriate, to declare a state of emergency as provided in § 34.002 of this chapter;

(2) Control and direct emergency training activities in coordination with the county's Emergency Management Director;

(3) Maintain a liaison with other municipal, county, state, regional and federal disaster services agencies, including, but not limited to, coordination through the county's Emergency Management Commission and the Iowa Homeland Security and Emergency Management Department;

(4) Marshal, after the declaration of a state of emergency, all necessary personnel, equipment and supplies from any department of the city to aid in carrying out the emergency operations plan;

(5) Prepare, under the direction of the Mayor and in consultation with the City Attorney, all necessary emergency proclamations, rules and orders, pursuant to §34.002 of this chapter, and implement the emergency operations plan;

(6) Coordinate in consultation with the city attorney the drafting of proposed mutual aid agreements;

(7) Serve as an operations officer for any joint or mutual emergency operation administration; and

(8) Assume other emergency responsibilities as assigned by the Mayor or City Council.

(2013 Code, § 9-7)

(Ord. 14622, passed 3-22-1999)

§ 34.005 EMERGENCY OPERATIONS PLAN.

The City Administrator, or the City Administrator's designee, shall recommend an emergency operations plan for the city and recommend for adoption by the City Council mutual aid plans and agreements which are deemed essential for the plan in cooperation with the county's Emergency Management Commission and the Iowa Homeland Security and Emergency Management Department. The City Administrator, or the City Administrator's designee, shall make continuing studies of the need for amendments and improvements in such plans.

(2013 Code, § 9-6) (Ord. 14622, passed 3-22-1999)

§ 34.006 OPERATIONAL ORGANIZATION.

The Operational Disaster Services Organization of the city shall consist of municipal officers and employees who may be designated by the City Administrator and all volunteer workers. Plans of the Organization shall substantially conform to recommendations of the federal government and the Iowa Homeland Security and Emergency Management Department. The Organization shall coordinate with the county's Emergency Management Commission when appropriate.

(2013 Code, § 9-8) (Ord. 14622, passed 3-22-1999)

§ 34.007 EMERGENCY PROCUREMENTS.

Notwithstanding any provision of this code to the contrary, the Mayor, upon declaration of a state of emergency by proclamation as provided in § 34.002 of this chapter, may authorize the City Administrator, or the City Administrator's designee, to procure, by purchase or lease, such goods and services as are deemed necessary for the city's emergency response effort. This emergency procurement of goods or services may be made in the open market without filing a requisition or estimate and without advertisement for immediate delivery or furnishing. A full written account of all emergency procurements made during this emergency, together with a requisition for the required materials, supplies, equipment or services, shall be submitted to or provided by the City Administrator within 30 days after their procurement, and shall be open to public inspection for a period of at least one year subsequent to the date of the emergency purchases. The City Administrator shall, within three months of the conclusion of the emergency, formally communicate these emergency expenditures in a full written account to the City Council.

(2013 Code, § 9-9) (Ord. 14622, passed 3-22-1999)

§ 34.999 PENALTY.

The violation of a proclamation of emergency, a subsequent proclamation exercising emergency powers, a rule or order, which proclamation, rule or order is issued pursuant to § 34.002 of this chapter, or the violation of any order or directive given by a peace officer or designated emergency services personnel pursuant to authority resulting from § 34.002 of this chapter is a misdemeanor and punishable as provided in § 10.999(A) of this code of ordinances.

(2013 Code, § 9-4) (Ord. 14622, passed 3-22-1999)

City of Marshalltown

Emergency Support Function 1
Transportation

ESF-1

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Appendices:

- 1. Contact List (Public Works Director/City Engineer, City Transit Administrator, etc.)

Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)

Primary and Supporting Agencies

ESF 1 Coordinator: Marshalltown Transit Administrator

Primary Agencies:

Marshalltown Public Works Department/Marshalltown Municipal Transit

Support Agencies:

City/County

Marshalltown Police Department

Marshall County Emergency Management Agency

Marshalltown Water Pollution Control Plant

Local/Regional Transit Agencies

Marshalltown Municipal Airport

State

Iowa Department of Transportation

Introduction and Policies

Purpose

Emergency Support Function (ESF) 1-Transportation provides the coordination for resources (human, technical, equipment, facility, materials and supplies) to support emergency transportation needs during an emergency or disaster in Marshalltown.

The priorities for coordination of these resources will be:

- Evacuating persons including special needs, from immediate peril, and assist with reentry of threatened areas.
- Materials, personnel, and supplies for the support of emergency activities being conducted and requested by Marshalltown.
- Relief supplies necessary for recovery from the emergency.
- Public and private transportation resources for the transportation of people, materials, goods, and services to impacted areas.
- Monitoring the condition of all roadways in and around Marshalltown and restricting access as necessary.

Scope

ESF 1 provides transportation coordination in domestic incident management including the following activities:

Throughout the response and recovery periods, ESF 1 will:

- Evaluate and analyze information requests to move people, materials, equipment, and other resources as necessary.
- Develop and update assessments of the transportation service situation and status in the impacted areas.
- Undertake contingency planning to meet anticipated demands or requirements.

ESF 1 coordinates transportation resources but is not responsible for the movement of goods, equipment, animals, or people. In cases where local authorities are overwhelmed, City support for mass evacuations is addressed in ESF 6 – Evacuation, Mass Care, Housing, and Human Services. ESF 1 can provide activities within the scope of this ESF to support mass evacuations.

Policies

Federal

The Federal Aviation Administration oversees the safety of civil aviation and is responsible for the certification of airports serving air carriers. It regulates a program to protect the security of civil aviation and enforces regulations under the Hazardous Materials Transportation Act for shipments by air.

The Federal Aviation Administration is responsible for the operation and regulation of the U.S. National Airspace System even during emergencies.

The Federal Highway Administration coordinates highway transportation programs to enhance the country's safety, economic vitality, quality of life, and the environment. The Federal Lands Highway Program provides access to and within national forests, national parks, Indian reservations and other public lands by preparing plans and contracts, supervising construction facilities, and conducting bridge inspections and surveys.

The Federal Motor Carrier Safety Administration was established within the Department of Transportation on January 1, 2000, pursuant to the Motor Carrier Safety Improvement Act of 1999 [Public Law No. 106-159, 113 Stat. 1748 (December 9, 1999)]. Formerly a part of the Federal Highway Administration, the Federal Motor Carrier Safety Administration's primary mission is to prevent commercial motor vehicle-related fatalities and injuries.

The Federal Railroad Administration promotes safe and environmentally sound rail transportation. With the responsibility of ensuring railroad safety throughout the nation, it employs safety inspectors to monitor railroad compliance with federally mandated safety standards including track maintenance, inspection standards, and operating practices.

The Federal Transit Administration assists in developing improved mass transportation systems for cities and communities nationwide. This agency maintains the National Transit library, a repository of reports, documents, and data generated by professionals and others from around the country.

The Pipeline and Hazardous Materials Safety Administration oversees the safety of more than 800,000 daily shipments of hazardous materials in the United States and 64 percent of the nation's energy that is transported by pipelines. It is dedicated solely to safety by working toward the elimination of transportation-related deaths and injuries in hazardous materials and pipeline transportation, and by promoting transportation solutions that enhance communities and protect the natural environment.

The Surface Transportation Board is an independent, bipartisan, adjudicatory body organizationally housed within the U.S. Department of Transportation. It is responsible for the

economic regulation of interstate surface transportation, primarily railroads, within the United States.

The National Transportation Safety Board is an independent U.S. Government agency responsible for civil transportation accidents. It investigates and reports on aviation accidents and incidents, certain types of highway crashes, ship and marine accidents, pipeline incidents, and railroad accidents. When requested, it will assist the military with accident investigation. The Board is also in charge of investigating cases of hazardous waste releases that occur during transportation. Originally established with strong ties to the U.S. Department of Transportation, these ties were later severed under the Independent Safety Board Act of 1975. It receives its authority from Chapter 11, Title 49 of the United States Code.

State

The Iowa Department of Transportation has minimal regulatory jurisdiction over rail operations or service. It does participate in the Surface Transportation Board abandonment process, as needed, as well as making our voice heard relative to both Surface Transportation Board and the Federal Railroad Administration. Complaints about railroads are either resolved with coordination and assistance from the Department of Transportation or through a formal contested case process involving the Department of Inspections and Appeals. Though regulatory authority is limited, the Iowa Department of Transportation's Office of Rail Transportation will guide those with concerns to the appropriate agency or railroad representative. The Iowa Department of Transportation coordinates this consistent with Iowa Administrative Code to promote fast, safe, efficient, and convenient transportation in support of the national objectives of general welfare, economic growth and stability, and the security of Iowa.

Regional

Iowa has nine Metropolitan Planning Organizations and 18 Regional Planning Affiliations. Metropolitan Planning Organizations conduct transportation planning activities in the urban areas with populations of 50,000 or more. These include the urban areas of Council Bluffs, Des Moines, Davenport, Iowa City, Cedar Rapids, Dubuque, Ames, Waterloo, and Sioux City. Regional Planning Affiliations conduct planning for the non-metropolitan areas of the state and cover all 99 counties.

Metropolitan Planning Organizations and Regional Planning Affiliations provide the Iowa Department of Transportation with the following required items.

- Transportation Planning Work Program—annually outlines the transportation planning activities each Metropolitan Planning Organization/Regional Planning Affiliation will undertake for the next fiscal year.

- Long-Range Transportation Plan—provides direction and guidance for each Metropolitan Planning Organization/Regional Planning Affiliation to make efficient transportation investment decisions.
- Public Participation Plan—outlines in detail the process each Metropolitan Planning Organization/Regional Planning Affiliation will follow to adequately involve the public in their transportation planning activities.
- Transportation Improvement Program—an annual document that lays out the individual transportation projects which each Metropolitan Planning Organization/Regional Planning Affiliation will fund for the next three-year period.

The Iowa Department of Transportation Office of Systems Planning works on a daily basis with the Metropolitan Planning Organizations and Regional Planning Affiliations as these four items are being developed. The Office of Systems Planning is also responsible for updating the State Transportation Plan. A key element of the State Transportation Plan is the integration of the Metropolitan Planning Organizations and Regional Planning Affiliations long-range plans.

County

Marshall County must acknowledge Federal, State and local transportation policies, authorities, and plans that manage transportation systems and prioritize the movement of relief personnel and supplies during emergencies.

The ability to sustain transportation services, mitigate adverse economic impacts, meet societal needs, and move emergency relief personnel and commodities will hinge on effective transportation decisions at all levels. Unnecessary reductions or restrictions to transportation will directly impact the effectiveness of all prevention, preparedness, response, recovery, and mitigation efforts.

During mass evacuations, this ESF coordinates transportation resources for persons, including individuals with special needs provided they meet the following criteria:

- Evacuees can be accommodated at both embarkation points and at destination general population shelters.
- Evacuees can travel on commercial long-haul buses, aircraft or passenger trains, or lift-equipped buses.
- Evacuees do not have medical needs indicating that they should be transported by ESF 8 – Public Health and Medical Services.

Consistent with ESF 6 – Evacuation, Mass Care, Housing, and Human Services, ESF 11 – Agriculture, Natural Resources, and Pets, and the Post-Katrina Emergency Management Reform

Act, this ESF provides coordination of transportation resources during the evacuation of service and companion animals.

City

Primary responsibility for management of incidents involving transportation normally rests with State and local authorities and within the private sector, which own and operate the majority of the transportation resources. As such, Marshalltown must acknowledge Federal, State and local transportation policies, authorities, and plans that manage transportation systems and prioritize the movement of relief personnel and supplies during emergencies.

The ability to sustain transportation services, mitigate adverse economic impacts, meet societal needs, and move emergency relief personnel and commodities will hinge on effective transportation decisions at all levels. Unnecessary reductions or restrictions to transportation will directly impact the effectiveness of all prevention, preparedness, response, recovery, and mitigation efforts.

During mass evacuations, this ESF coordinates transportation resources for persons, including individuals with special needs provided they meet the following criteria:

- Evacuees can be accommodated at both embarkation points and at destination general population shelters.
- Evacuees can travel on commercial long-haul buses, aircraft or passenger trains, or lift-equipped buses.
- Evacuees do not have medical needs indicating that they should be transported by ESF 8 – Public Health and Medical Services.

Consistent with ESF 6 – Evacuation, Mass Care, Housing, and Human Services, ESF 11 – Agriculture, Natural Resources, and Pets, and the Post-Katrina Emergency Management Reform Act, this ESF provides coordination of transportation resources during the evacuation of service and companion animals.

Marshalltown Public Works Department is responsible for providing appropriate engineering, contracting/procurement personnel, and equipment to assist in emergency removal of debris, demolition, repair of roads, streets, and bridges, and temporary repair of essential public facilities. They are also responsible for maintaining evacuation routes, providing traffic control devices, assist railroads with rail crossing obstructions, and/or detours.

The Public Works Department may also assist ESF 10 – Hazardous Materials with the establishment of perimeter restrictions and ESF 11 – Agriculture, Natural Resources, and Pets during livestock disease movement restrictions.

Damage Assessment is covered in ESF 14 – Community Recovery and Mitigation.

Situations and Planning Assumptions

Situations

- Marshalltown is subject to a number of hazards which could result in the disruption of transportation services to the population, limit the movement of portions of the resident population or have a general deterring effect on the safety and welfare of the people.
- Highways and county roads, major city streets, and rail lines are critical to continued prosperity of Marshalltown.
- Assistance from the Iowa Department of Transportation agency assistance can be expected in situations having statewide significance.
- According to the Iowa Department of Transportation:
 - Marshalltown has a publicly-owned airport located at 2651 170th Street.
 - There are approximately 1.4 million aircraft operations at publicly owned airports in Iowa each year. Nearly 90 percent of aircraft operations in Iowa are from general aviation (non-airline, non-military) activity.
 - Iowa has 5,663 active licensed pilots. (2009)
 - There are 125 private use heliports and landing zones in Iowa that are used for helicopter Emergency Medical Service operations. Helicopter air ambulance services access the helipad located at Unity Point Hospital, 3 S 4th Avenue.
 - Nearly 200 aerial applicators are licensed in Iowa through the Iowa Department of Agriculture. It is estimated that four million acres of crops are treated by aerial application each year.
 - Sixty airports have automated weather-reporting systems; 43 of those systems are part of the state-sponsored automated weather observation station (AWOS) system while the remaining systems are maintained by the Federal Aviation Administration. AWOS information provides important weather information that enhances aviation safety.
 - In Marshalltown, the Union Pacific Railroad bisects the community. There are eight crossings that may be impacted in event of a train emergency.
 - Between the years 1985 and 2008, traffic volumes have increased by 150 percent in rail car miles and 222 percent in net rail ton-miles.
 - In 2008 there were 53 derailments in Iowa, resulting in no injuries or fatalities.
 - Of the derailments in 2008, 57 percent were caused by a problem with the track, roadbed or structures, and 23 percent were attributed to human error.

- o Of the derailments in 2008, 64 percent took place in yards, on sidings or on industry track.
- o Since 1985, train derailments per million rail car miles have decreased by 73 percent.
- Marshalltown has 4 structurally deficient bridges (07-2019) and 1 bridge with weight restrictions and 1 currently closed.

Planning Assumptions

- Marshalltown Public Works is responsible for coordinating provision of transportation assets and services (including contracts or other agreements for transportation assistance) for responders, equipment, and goods, consistent with the ESF 7 – Resource Management by working with aforementioned in obtaining MOUs and other agreements.
- Continued operation of transportation services throughout Marshalltown is essential for effective and efficient response and recovery actions to any disaster or emergency situation.
- Primary responsibilities of both City and local transportation departments will be the restoration and maintenance of transportation services and infrastructure.
- Private transportation companies and carriers will cooperate with and assist government efforts and agencies.
- The Public Works Department will work to maintain roads and streets in condition to facilitate traffic movement.
- Marshall County Secondary Roads and the Iowa Department of Transportation may be utilized and requested if needed.
- Assistance from outside the county will be available through mutual aid and other existing agreements.
- City maintenance crews also may assist with debris and snow removal for emergency responders en route to emergency situations.
- The Civil Air Patrol may assist with searching for missing or downed aircraft.

Concept of Operations

General

The Public Works Department will continue to function and perform their normal day to day responsibilities regardless of the emergency or disaster situation as much as possible. However, depending on the situation, it may be necessary to temporarily reduce or suspend normal operations.

ESF-1 provides a single point to obtain key transportation related information, planning, and emergency management, including prevention, preparedness, response, recovery, and mitigation capabilities at the local and county levels.

Priority actions will be taken to restore interrupted or damaged transportation modes and systems and provide for the movement of all types of traffic. Each primary agency will coordinate local response and recovery operations in close coordination with local, tribal, State and Federal agencies if required.

The principal activities for this ESF are:

- Monitor and report the status of and damage to the transportation system and infrastructure.
- Identify temporary alternate transportation solutions to be implemented when primary systems or routes are unavailable or overwhelmed.
- Coordinate the issuance of regulatory waivers and exemptions.
- Conducting a thorough and accurate assessment and report of damages that include roads, bridges, culverts and other transportation related infrastructure.
- Provide long term coordination of the restoration and recovery of the affected transportation systems and infrastructure if required.
- Prioritize restoration efforts based on response needs and interdependencies that have far reaching impacts.

Organization

ESF 1 will be activated or placed on standby upon notification by the Mayor or Director of Disaster Services, if needed.

During the response phase, ESF 1 will evaluate and analyze information regarding transportation services requests. ESF 1 will develop and update assessments of the transportation services status in the impacted area and undertake contingency planning to meet anticipated requirements.

Additional technical expertise, planning, and operational support will be provided by the Iowa Department of Transportation Headquarters and local field offices.

Roles and Responsibilities

ESF Coordinator

The coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.
- Activating appropriate support agencies.
- Coordinating government logistical and fiscal activities supporting associated priorities and activation.
- Planning and supporting regular meetings with the primary and support agencies related to preparedness, response, and recovery activities.
- Ensuring support agencies are informed and involved in all meetings.
- Ensuring primary and support agencies are reconvened post-demobilization to critique preparedness, response, recovery, and mitigation activities and develop an improvement action plan to address identified issues.

Primary Agency – Public Works Department

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions.

- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating media interviews, if allowed, with the Public Information Officer.
- Providing assistance, as able, to other agencies.

Support Agencies

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management, damage assessment, and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the City of Marshalltown Multi-Hazard Emergency Operations Plan (also known as the "Basic Plan") Concept of Operations.

The size of the evacuation, mass care, housing, or human services operation will determine if an Emergency Operations Center is needed. For disasters, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is

consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

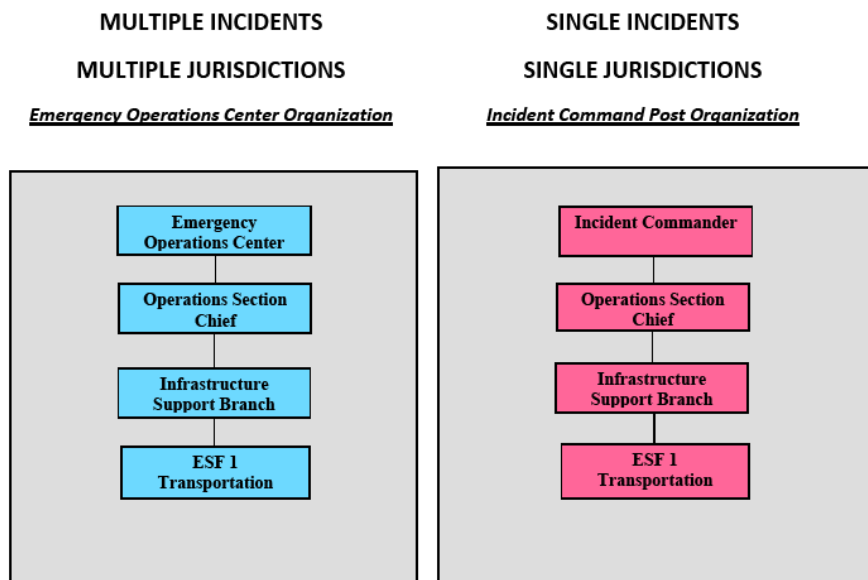
Most primary and supporting agencies have personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the ESF in which his/her primary responsibilities lie.

The Emergency Operations Center Manager will staff the Emergency Operations Center as needed depending on the size and scope of operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected ESFs within the Emergency Operations Center. See ESF 5 – Emergency Management.

See figure below for the coordination flow in Incident Command Post and the Emergency Operations Center.



Primary Agency Functions

Agency	Function
Marshalltown Public Works Department	• Provides additional staff and equipment for use in the event of an evacuation operation. • Responsible for maintaining evacuation routes and providing traffic control devices. • During flooding, they may establish command posts at flood sites and make recommendations to the incident commander or the Emergency Operations Center concerning the evacuation decisions. • Provides appropriate engineering and contracting/procurement personnel and equipment to assist in emergency removal of debris, demolition, repair of roads and bridges, and temporary repair of essential public facilities, if available. • Coordinate mapping or public notifications/website updates with road closures and repair activities. • Ensure Law Enforcement Communications Centers, Emergency Operation Centers, and emergency responders are aware of any road closures within their jurisdictions. • May coordinate flood fighting and sandbagging with emergency responders or volunteers. • Coordinate Public Assistance/Infrastructure Damage Assessment. • Assist emergency responders with debris or snow removal for emergency responses. • Assist railroads with rail crossing obstructions or detours. • Assist with perimeter restrictions for hazardous materials or livestock disease movement restrictions.

Support Agency Functions

Support agency representatives will provide technical expertise, personnel, teams and equipment in support of an emergency operation. Personnel assigned in support of the disaster will maintain close coordination with Incident Command Post representative.

City/County Agencies	Functions
Marshall County Emergency Management Agency	• Establishes and maintains a Primary and Alternate Emergency Operations Center. • Maintains a current inventory of agencies with transportation assets, including transit buses, passenger vans, wheelchair equipped buses, and school buses. • Assists in coordination of transportation of ambulatory and wheelchair bound persons. • Coordinates transportation and evacuation public information and communication. • Coordinates transportation assets. • Assists with organizing and conducting a county evacuation operation. • Provides leadership in coordinating and integrating overall local efforts. • Assesses the situation, validates resource requests, and forecasts response needs.
911 Communications	• Coordinates mass notifications as needed with the Incident Commander. • Provides information to the public on evacuation routes, shelter sites & other emergency information. Incident Commander must ensure these agencies always have up to date information and know what can be provided to the public. • Routes media requests to the public information officer.
Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services	• Provides alternate or additional communications for the Incident Command Post or the Emergency Operations Center when disaster response or recovery operations require communications.
Marshalltown Parks and Recreation Department	• Monitors walking trails and bike paths for obstructions or damages. • Assists in damage assessments.
Emergency Medical Services	• Provides emergency medical care and transportation. • Provides emergency medical assistance.
Marshalltown Fire	• Maintains responsibility for fire security and assistance in

Department	warning the public. • Maintains primary responsibility for fire and hazardous materials scenes.
Marshalltown Police Department	• Responsible for conducting actual evacuation efforts, for designating evacuation routes, providing traffic and movement control, and establishing security of the evacuated area. • Departmental or local public information officers will also assist in warning the public. • Provides additional personnel and equipment to an evacuation operation, as needed and if available.
Region 6 Resource Partners- PeopleRides	• Identify, prioritize, and provide mass transportation to victims. This could include transportation from evacuation points to shelters, from shelters to Disaster Recovery Centers, and from shelters to mid-term and long-term housing. • Work within the established Incident Command System to support other objectives of the incident action plan.
Marshalltown Municipal Airport	• Provide airport services to National Guard or Department of Defense rotary or fixed wing assets supporting local governments for movement of medical special needs and other missions as needed including aero-medical evacuation and medical treatment during an evacuation.
Public Information Office	• Responsible for the collection, coordination, and dissemination of emergency public information material to the resident and transient population. • Member of the Emergency Operations Center. • Coordinates all public information activities with the Incident Command Post and the Emergency Operation Center. • Appoints a supporting staff to ensure the capability of 24-hour operations, if needed. • In the event of large scale disasters involving multiple public information entities, a Joint Information Center will be established. • Coordinates a disaster hotline through community service agencies, 211, 411, or volunteers. Ensure those locations have up to date information.
School Transportation Directors	• May provide school buses and drivers to support transportation requirements needed during an emergency or an evacuation.

State Agencies	Functions
Civil Air Patrol	• May assist in searches for missing or downed airplanes, if needed.
Iowa Department of Natural Resources	Engineering Services Bureau: • Designs, in house or through consulting services, and oversees the construction projects for the Department after policies and programs have been created. Some of the services provided include: ○ Planning and Development. ○ Engineering Surveys. ○ Professional Engineering and Architectural Design Services. ○ Contract Administration. ○ Project Management and Construction Inspection. ○ Federal Emergency Management Administration and Emergency Response Projects. ○ Consultant Selection and Contract Negotiations. ○ Investigative Reporting.
Iowa Department of Public Safety	• Provides additional law enforcement capabilities. • Coordinates traffic information with the Department of Transportation on road conditions/closures hotline for services for public and emergency access. • Provides a teletype service for law enforcement agencies for road closure and detour information. Routes of travel may be identified. • Establishes control points for traffic control, assists in maintaining order, obtains medical help and directs emergency vehicles to the proper destination within and around the disaster area.
Iowa Department of Transportation	• Provides updated information on road conditions, load bearing capacities and usability to support evacuation or rerouting of traffic. • Maintains road condition/closure website. • Provides equipment and manpower to inspect, maintain or repair roads, and bridges to usable condition. • Personnel may assist in traffic control by erecting barricades, warning lights and signs, or providing manpower. • Responsible or lifting restrictions to facilitate evacuations and clearing State roads post storm or event.

Iowa Homeland Security and Emergency Management	- Responsible for the overall emergency coordination of state assistance if a multiple state agency response is required. - Maintains situational awareness and the Common Operating Picture. - Provides logistical support for coordinating mobilization centers/staging areas, transportation of resources, public health and medical elements, disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations. - Assists in coordinating transportation to support evacuating patients who are too seriously ill or otherwise incapable of being evacuated in general evacuation conveyances.
Iowa National Guard	- At the request of the Governor, mobilizes and deploys available National Guard transportation units to support local governments with available personnel for movement of medical special needs and other missions as needed including aero-medical evacuation and medical treatment during an evacuation. - Provides additional personnel and equipment as needed.
Iowa State University Center for Transportation Research and Education	Bridge Engineering Center: Conducts research on bridge technologies to help bridge designers/owners, particularly the Iowa Department of Transportation Office of Bridges and Structures, design, build, and maintain long-lasting bridges.
Federal Agencies	Functions
Department of Agriculture	Forest Service - Provides transportation assets to when Forest Service resources are the most effective to support the mission, if available. - Provides appropriate engineering and contracting/procurement personnel and equipment to assist in emergency removal of debris, demolition, repair of roads and bridges, and temporary repair of essential public facilities, if available.
Department of Defense	- Provides military transportation capacity from the U.S. Transportation Command (USTRANSCOM). U.S. Army Corps of Engineers - Provides support in the emergency operation and restoration of inland waterways, ports, and harbors

	including dredging operations. Assists in restoring the transportation infrastructure.
Department of Homeland Security	Federal Emergency Management Agency: - Provides timely funding for activation and Stafford Act-eligible ESF 1 activities. - Involves community members in all-hazards emergency preparedness, planning, mitigation, response, and recovery. Office of Infrastructure Protection: - Provides information and assistance concerning the recovery and restoration of transportation critical infrastructure.
Department of Transportation	- Works with primary and support agencies, State and local transportation departments, and industry partners to assess and report the damage to the transportation infrastructure and analyze the impact of the incident on transportation operations, nationally and regionally. - Coordinates and implements, as required, emergency-related response and recovery functions performed under DOT statutory authorities. - Provides technical assistance to Federal, State, tribal, and local governmental entities in determining the most viable transportation networks to, from, and within the incident area and on availability of accessible transportation. - Assists in restoring the transportation infrastructure through ESF #3 – Public Works and Engineering and the Stafford Act program. Federal Aviation Administration: - Oversees the safety of civil aviation. - Issues and enforces regulations and standards related to the manufacture, operation, certification, and maintenance of aircraft. - Responsible for the rating and certification of airmen and for certification of airports serving air carriers. - Regulates a program to protect the security of civil aviation. - Enforces regulations under the Hazardous Materials Transportation Act for shipments by air. - Operates a network of airport towers, air route traffic control centers, and flight service stations, develops air traffic rules, and allocates the use of airspace. - Provides for the security control of air traffic to meet national defense requirements. - Constructs or installs visual and electronic aids to air navigation and promotion of aviation safety

	internationally. • Regulates and encourages the U.S. commercial space transportation industry. • Licenses commercial space launch facilities and private sector launches. Federal Highway Administration: • Coordinates highway transportation programs to enhance the country's safety, economic vitality, quality of life, and the environment. • Manages the Federal-Aid Highway Program, which provides federal financial assistance to the States to construct and improve the National Highway System, urban and rural roads, and bridges. • Provides funds for general improvements and development of safe highways and roads. • Manages a comprehensive research, development, and technology program. Federal Lands Highway Program: • Provides access to and within national forests, national parks, Indian reservations, and other public lands by preparing plans and contracts, supervising construction facilities, and conducting bridge inspections and surveys. Federal Motor Carrier Safety Administration: • Primary mission is to prevent commercial motor vehicle-related fatalities and injuries. • Ensures safety in motor carrier operations through strong enforcement of safety regulations, targeting high-risk carriers and commercial motor vehicle drivers; improving safety information systems and commercial motor vehicle technologies; strengthening commercial motor vehicle equipment and operating standards; and increasing safety awareness. • Works closely with Federal, state, and local enforcement agencies, the motor carrier industry, labor safety interest groups, and others. Federal Railroad Administration: • Promotes safe and environmentally sound rail transportation. • Responsible for ensuring railroad safety throughout the nation. • Employs safety inspectors to monitor railroad compliance with federally mandated safety standards including track maintenance, inspection standards, and operating practices. • Conducts research and development tests to evaluate
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	projects in support of its safety mission and to enhance the railroad system as a national transportation resource. • Conducts public education campaigns on highway-rail grade crossing safety and the danger of trespassing on rail property. The Federal Transit Administration: • Assists in developing improved mass transportation systems for cities and communities nationwide. • Helps plan, build, and operate transit systems with convenience, cost and accessibility in mind. While buses and rail vehicles are the most common type of public transportation, other kinds include commuter ferryboats, trolleys, inclined railways, subways, and people movers. • Provides financial, technical and planning assistance, leadership and resources for safe and technologically advanced local transit systems while assisting in the development of local and regional traffic reduction. • Maintains the National Transit library, a repository of reports, documents, and data generated by professionals and others from around the country which is designed to facilitate document sharing among people interested in transit and transit related topics. National Highway Traffic Safety Administration: • Responsible for reducing deaths, injuries and economic losses resulting from motor vehicle crashes. • Sets and enforces safety performance standards for motor vehicles and equipment, and through grants to state and local governments enables them to conduct effective local highway safety programs. • Investigates safety defects in motor vehicles, sets and enforces fuel economy standards, helps states and local communities reduce the threat of drunk drivers, promotes the use of safety belts, child safety seats and air bags, investigates odometer fraud, establishes and enforces vehicle anti-theft regulations and provides consumer information on motor vehicle safety topics. • Conducts research on driver behavior and traffic safety to develop the most efficient and effective means of bringing about safety improvements. • Furnishes consumers with a wide range of auto safety information and allows consumers to help identify safety problems in motor vehicles, tires and automotive equipment such as child safety seats. Pipeline and Hazardous Materials Safety Administration: • Oversees the safety of shipments of hazardous materials in
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	the United States and the nation's energy that is transported by pipelines. • Dedicated solely to safety by working toward the elimination of transportation-related deaths and injuries in hazardous materials and pipeline transportation. • Promotes transportation solutions that enhance communities and protect the natural environment. Surface Transportation Board: • Responsible for the economic regulation of interstate surface transportation, primarily railroads, within the United States. • Ensures that competitive, efficient, and safe transportation services are provided to meet the needs of shippers, receivers, and consumers. • Charged with promoting, where appropriate, substantive and procedural regulatory reform in the economic regulation of surface transportation. • Provides an efficient and effective forum for the resolution of disputes. • Develops, through rulemakings and case disposition, new and better ways to analyze unique and complex problems, to reach fully justified decisions more quickly, to reduce the costs associated with regulatory oversight. • Encourages private-sector negotiations and resolutions to problems where appropriate.
National Transportation Safety Board	• Responsible for civil transportation accident investigation. • Investigates and reports on aviation accidents and incidents, certain types of highway crashes, ship and marine accidents, pipeline incidents, and railroad accidents. • Investigates cases of hazardous waste releases that occur during transportation. • Assists the military with accident investigation.

ESF Development, Testing, and Maintenance

Refer to the City of Marshalltown Multi-Hazard Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

CHECKLIST
ESF Coordinator
ESF 1: Transportation

1. Staging Areas established ☐

Location(s): _____

2. Road closure ☐

Status: _____

3. Alternate routes identified ☐

Notes: _____

4. Variable message signs activated ☐

Notes: _____

5. Temporary Flight Restrictions established ☐

Notes: _____

6. Bus/Van resource availability ☐

Notes: _____

7. Railroad closure status ☐

Notes: _____

8. Traffic cameras used/
Traffic center monitoring ☐

Notes: _____

9. Highway helper available ☐

Notes: _____

10. Semi truck parking available ☐

Location(s): _____

Iowa Homeland Security Region One

Marshall County

Emergency Support Function 2

Communications

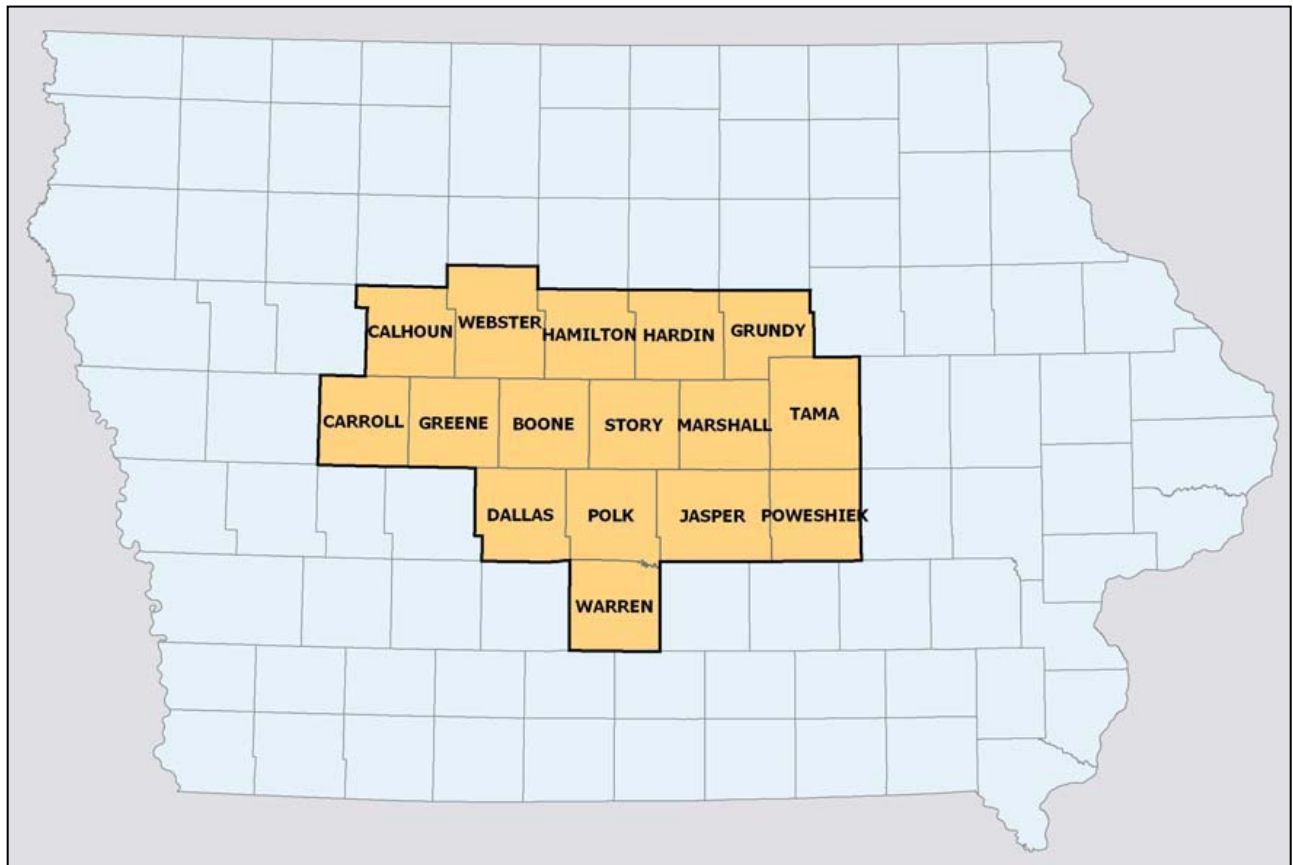


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1. Communications and Warnings – Standard Operation Procedures
2. Marshall County Frequency List

Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)
#2	6-18-18	7-3-18	Kimberly Elder

Primary and Supporting Agencies

ESF Coordinator: Marshalltown/Marshall County 911 Communications Center Director or Designee

Primary Agencies:

Marshall County 911 Communications Center
Marshall County Joint 911 Service Board
Marshall County Communications Commission

Support Agencies:

City/County

Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services
Marshall County Emergency Management Agency
Marshall County Sheriff's Department
Marshall County Emergency Medical Services
Unity Point Paramedic Services
Local Fire Departments
Local Law Enforcement

State

Iowa Department of Public Safety
Iowa Homeland Security and Emergency Management
Iowa National Guard
Iowa Statewide Interoperable Communications System Board

Federal

Department of Defense
Department of Homeland Security

Federal Communications Commission

National Oceanic and Atmospheric Administration/National Weather Service

Other

Private Communications Vendors

Racom Corporation

Introduction

Purpose

Emergency Support Function (ESF) 2 – Communications provides for the planning of coordination and support services in response to emergencies in Marshall County. ESF 2 - Communications supports the restoration of the communications infrastructure, facilitates the recovery of communication systems, and coordinates communications support. ESF 2 also provides communications support to local governments and first responders when their systems have been impacted.

During emergencies, 911 emergency communications will coordinate equipment and services that are available within the county in support of the Incident Command and Marshall County Emergency Operations Center. This section should assist in developing guidance and procedures to ensure accurate and timely information on which to base decision and response activities.

Primary ESF 2 objectives are to:

- Establish redundant and interoperable communication capabilities between command and control authorities, coordinating authorities, and responding agencies or organizations for effective and coordinated response efforts and recovery activities.
- Establish and maintain a robust warning system in order to receive and communicate timely warnings concerning actual or potential severe weather, flooding, radiological or hazardous materials releases, and other situations to the appropriate officials and to the general public so that appropriate preparations or response actions may be taken.
- Provide guidance for rapid alerting and warning to local jurisdictions and the public of an impending emergency or disaster.
- Provide guidance for organizing, establishing, and maintaining the communications and information system capabilities necessary to meet the operational requirements of local jurisdictions in responding to and recovering from emergencies and disasters.

Scope

ESF 2 - Communication coordinates Marshall County actions to assist industry by identifying critical infrastructure and priorities in restoring the public communications infrastructure and to assist State, tribal, and local governments with emergency communications and restoration of public safety communications systems and first responder networks.

ESF 2 provides communications support to the Incident Command Post and the Marshall County Emergency Operations Center.

For incidents that are primarily cyber in nature, the Cyber Incident Annex is used and ESF 2 supports responses to cyber incidents as directed.

Policies

Local

In accordance with National Incident Management Systems policy, plain language will be used in all radio traffic during emergencies or disasters. Coded language should not be used.

Primary and support agencies shall be responsible for maintenance and upgrades of their owned systems and infrastructure. Each agency should prepare procedures to assure viable continuity to maintain and replace essential services.

Primary and support agencies should participate in drills and exercise to test and improve plans and procedures.

Agencies should maintain updated emergency contact lists of essential personnel. A resource list should be maintained that identifies all equipment including equipment that meets standards of National Incident Management System compliant resource typing.

County

Marshall County Joint 911 Service Board

In accordance with Iowa Code Section 34A.3, the board of supervisors of each county shall maintain a Joint 911 service board. The joint 911 service board shall maintain a 911 service plan encompassing at minimum the entire county, unless an exemption is granted by the program manager permitting a smaller 911 service area.

Chapter 28E agreement as alternative to joint 911 service board. A legal entity created pursuant to chapter 28E by a county or counties to jointly plan, implement, and operate a countywide, or larger, 911 service system may be substituted for the joint 911 service board by agreement of the parties entitled to voting membership on a joint 911 service board or agreement of the members of a joint 911 service board.

An alternative chapter 28E entity has all of the powers of a joint 911 service board and any additional powers granted by the agreement. As used in this ESF, "*joint 911 service board*" includes an alternative chapter 28E entity created for that purpose.

Participation in joint 911 service board is required. A political subdivision or state agency having a public safety agency within its territory or jurisdiction shall participate in a joint 911 service board and cooperate in maintaining the 911 service plan.

State

Iowa Statewide Interoperability Communications System Board

During the first session of the 82nd General Assembly, the Iowa Legislature established the Iowa Statewide Interoperability Communications System Board. 2007 Iowa Acts, House File 353, created Iowa Code Section 80.28, which addresses the membership of the Board, and Section 80.29 identifies board duties.

The Iowa Statewide Interoperable Communications System Board was established to develop, implement, and oversee policy, operations, and fiscal components of communications interoperability efforts at the state and local level, and coordinate with similar efforts at the federal level, with the ultimate objective of developing and overseeing the operation of a statewide integrated public safety communications interoperability system.

For the purposes of section 80.28 and section 80.29, “*interoperability*” means the ability of public safety and public services personnel to communicate and to share data on an immediate basis, on demand, when needed, and when authorized.

Iowa Administrative Code section 605, Emergency Management, Chapter 10 (911 Telephone Systems) provides for the orderly development, installation, and operation of enhanced 911 emergency telephone systems. This applies to each joint 911 service board or alternative 28E entity as provided in Iowa Code chapter 34A and to each provider of enhanced 911 service.

Federal

The Cyber Incident Annex outlines the provision of Federal cyber incident response coordination among the Federal departments and agencies and, upon request, State, tribal, local, and private-sector entities in response to any incident induced by cyber means (e.g., significant cyber events, technological emergencies, and Presidentially declared major disasters and emergencies that threaten, disrupt, or cripple communications and information technology services or degrade other essential infrastructures).

The Homeland Security Act of 2002, as amended by the Post-Katrina Emergency Management Reform Act, establishes an Office of Emergency Communications within the Department of Homeland Security. This office is responsible for coordinating the establishment of a national response capability with initial and ongoing planning, implementation, and training for the deployment of communications equipment for relevant State, tribal and local governments and emergency response providers in the event of a catastrophic loss of local and regional emergency communications services.

Situations and Planning Assumptions

Situations

- Severe weather watches and warnings are disseminated from the National Weather Service to the Marshall County Communications Center.
- The National Weather Service also provides advisory, watch, warning, and other emergency products through the National Oceanic and Atmospheric Administration Weather Alert Radio System.
- Iowa Public Safety area Warning Point 1, Des Moines, is responsible for dissemination of attack warnings and other types of warnings to Marshall County Communications Center.
- The communication center in Marshall County will follow established procedures for coordinating and cooperating with elected officials in providing warning to the public. The communications center and the emergency management office can use the WENS (Alert Iowa) system to put out information to the general public that have landline phones or have signed up for the alerts for their cell phones, e-mails, or pagers.
- Hazardous materials incidents may be reported by phone from the facility coordinator, from citizens using cell phones and calling 911, or from a first responder using a radio.
- KDAO (1190 AM), KIX (101.1 FM), and KFJB (1230 AM) radio stations are the primary contacts for this area and will back up flash flood warnings and tornado warnings through the Emergency Alert System.
- Tornado sirens are activated by the Marshall County Communications Center in the event of a tornado warning in Marshalltown, LeGrand, Liscomb, Rhodes, State Center, and Gilman. There are no tornado sirens in the county (rural areas), but there may be additional sirens in cities within Marshall County that are sounded by individual city designee(s). The NOAA weather radios are the main source for severe weather warning in Marshall County.
- Health and medical warnings are disseminated by the Iowa Department of Public Health in conjunction with the State Emergency Operations Center using the BeOn system.
- The warning periods are dependent upon the type of incident, notification, and capability to identify the situation and assess the vulnerable areas potentially involved.
- The Marshall County EOC located at the Marshall County Sheriff's Office has limited radio communications capability and may require support from the Communications Center.
- Public safety agencies within Marshall County are adequately equipped with VHF radios and do not experience interoperability issues. However there are communications

limitations with 800 MHz radio systems. These systems are currently being upgraded as each department can afford them with the P25 capable equipment. There are ‘dead zones’ within the county for radio coverage due to topography.

- Communication capability with jurisdictions beyond normal mutual aid departments may be limited.
- Emergency Management owns a interoperability radio linker that can be operated by trained individuals if outside agencies come to Marshall County to work on a multi-jurisdictional response.

Planning Assumptions

- Assistance is available from the Iowa Homeland Security and Emergency Management duty officer or from the State Emergency Operations Center, if open.
- If other counties are impacted, state and federal sources may provide temporary emergency communications assistance before, during, and after an emergency or disaster.
- All radio and television stations in the area receive information from the National Weather Service and can broadcast directly to the public.
- Effective communications networks exist in Marshall County for disseminating information on natural and technological emergencies.
- Warning needs and methods for the general public differ according to the type of hazard and mobility/language barriers exist for the population.
- Outdoor warning systems are vulnerable to electric power failure and the majority of current outdoor warning systems do not have battery or generator back up.
- The unpredictability of some hazards will vary from adequate warning time to none at all.
- Public Safety Answering Points and the Marshall County Communications Center maintain adequate spare parts, resources, plans, and personnel to ensure operations during a disaster or emergency.
- Generators may provide backup emergency power for 911, the Emergency Operations Center, and other critical infrastructure.
- Not all telephony companies have on site generators at their central office facilities.
- Emergency Alert Systems operates through local radio, television stations and is intended to provide jurisdictions with the means to disseminate prompt alerting and warning information to the public.

- Iowa has 100% coverage of National Oceanic and Atmospheric Administration Weather Alert Radios - local Emergency Managers may access that infrastructure (via the National Weather Service) with emergency code to disseminate emergency messages, as allowed by the local National Weather Service office.
- RACOM Company and Marshall County Information Technology department can provide maintenance and emergency repair service on 24/7 availability to county owned or maintained communications facilities and equipment
- Marshall County Information Technology provides emergency repair for county owned computer equipment, internet connectivity, and telephone lines.
-

What can we realistically assume when planning for incidents with a significant communications component?

1. Routine day-to-day modes of communications may be severely interrupted during the early phases of an emergency or disaster.
2. To the extent they do survive, normal communications methods and procedures will continue to be utilized.
3. The Communications Center will be overwhelmed, staffing may become an issue.
4. There will be identified frequencies that may be used and assigned for primary direction and control. [Command]
5. The loss of some or all telephone service will reduce or eliminate the effectiveness of the Communications Center, the majority of the City/County departments, and EOC lines.
6. The Communications Center maintains emergency [24 / 7] contact information for maintenance / repair of communications facilities and equipment.
7. In the event of an emergency or disaster, a secondary communications system may be set up to establish communications support between the County EOC and State EOC, NWS, Red Cross Shelters, etc.
8. Redundant means of communications are available to local response agencies to ensure the timely exchange of essential information based on the nature of the incident to assist with incident management. These include but are not limited to:
 - Public safety radio network
 - Video conference capability
 - Conference calling
 - E-mail
 - WENS (Alert Iowa)

9. Neighboring county dispatch agencies may provide limited communications support in a localized incident.
10. Local government may request out of county assistance when necessary by going through Emergency Management.

What policies are in place that will govern the development [preparation / planning] and the use [response] of our communications system?

Policy Statements

Primary and support agencies will:

- Ensure that agency contingency plans are in place in the event primary means of communications are down.
- Participate in post incident briefings and development of an After Action Report as requested.
- Participate in drills and exercises to test existing communications plans and procedures.
- Coordinate efforts through the Incident Command System and assist in planning activities to maintain or reestablish communication capabilities.

All county and municipal agencies that are serviced by the Marshall County Communications Center will:

- Maintain up-to-date contact lists on essential personnel and provide that information to the Communications Center.
- Use plain language in radio traffic. [In accordance with NIMS / ICS Protocols]
- Follow ICS Protocols.
- Direct all communications issues, questions, or comments through the Chain of Command in their respective organizations.

Note: The Marshall County Communications Center operations are under the jurisdiction of the Marshalltown County Communications Commission. As such all policies, procedures, and practices within the Communications Center are subject to authorization by the Joint 911

commission and are applicable to all agencies that use the Communications Center as their primary point of dispatch and communications

Concept of Operations

General

ESF 2 is organized consistent with State Emergency Operations Center and the requirements of the National Response Framework and the National Incident Management System.

During an emergency or a large incident requiring local or State mutual aid assistance, ESF 2 will work with its support agency counterparts to coordinate and direct the use of any required communication assets.

During response and recovery periods, ESF 2 will continuously evaluate and analyze communications requests and will update assessments of the communications service situation and status of the affected area(s). ESF 2 will coordinate with ESF 5 – Emergency Management to meet anticipated demands or additional requirements.

911 emergency communication staff plays a critical role in maintaining situational awareness and providing a Common Operating Picture for Incident Commanders and the Marshall County Emergency Operations Center. Upon receipt of information, the communication center will refer to and automatically implement their established procedures. They will notify the appropriate personnel or agencies of the current emergency or pending emergency as indicated in departmental Standard Operation Procedures. All communications activities will be conducted in accordance with the National Incident Management System.

Communications Security

- Communications and Information Technology systems and facilities are protected from physical attacks.
- Vital communications and Information Technology equipment is in protected locations with authorized access only.
- Key facilities are secured with experienced personnel and/or video surveillance cameras.

Communication Repair and Restoration Priorities:

1. 911 Emergency Communications
2. Public Warning Systems
3. Public Radio/Television Stations
4. Critical Facility non-emergency communication
5. General population communication

This section will describe how the primary and support agencies in ESF #2 will organize and work to support communications in the overall response effort.

General

- On-scene operations and communications within Marshall County will be managed by the Incident Command System.
- Communications in the field will normally be established by radio.
- To the extent possible, responders will follow their normal day to day procedures in carrying out assigned tasks and communications.
- ESF #2 will typically be activated to support other incident objectives and will be activated as needed.
- Specific primary and support agency responsibilities and tasks assigned under this ESF are outlined in Attachment A – Responsibilities / Duties Checklists.
- If the requirements of the situation exceed the capabilities of the local communications system, mutual aid / assistance may be requested through appropriate channels.
- Communications with the state and federal government will be through landline telephone links, cellular telephones, internet, and/or radio contact.

Preparation Activities

This is how primary and support agencies will prepare for the management of communications in the event of a disaster?

ESF #2 primary and support agencies are responsible for ensuring that the following preparedness items are fully addressed:

- Review and revise ESF #2 and attachments annually.
- Determine where contingency plans are needed and develop them.
- Develop and maintain agreements with other governmental entities, private, and non-profit organizations to assist in the communications function and operation during an emergency.
- Maintain a list of mobile communication resources that are available to deploy into an affected area. [Marshalltown Police Department Communications Trailer, Marshall County Sheriff's Office Command Bus, etc.]
- Provide training on specific ESF responsibilities for the affected personnel.
- Maintain policies and procedures for alerting / notification of key communications personnel and their reporting requirements.

- Develop policy / procedures to conduct regular checks of communications systems and emergency power equipment in the Communications Center, at remote radio sites, and the EOC.
- Regularly attend scheduled tabletop exercises and all other applicable training events. Utilize EOC / outlying communications equipment / amateur radio (ham) operators, etc. as an integral part of all exercises.
- Review and analyze lessons learned in emergency/disaster incidents that have occurred elsewhere, and make appropriate corrections/additions to this ESF.

Response Operations

Here is how communications will be managed to support response operations.

This section will outline how coordination of communications will typically occur and then escalate with the size or complexity of the incident.

Communications Center

The Communications Center has established communications guidelines and protocols in place that are adequate for normal operations including typical mutual aid calls.

In the event of a complex and/or extended incident, the Communications Center Supervisor may request 'Command' to establish a local communications network to coordinate and provide for more effective control of communications within the incident area.

The Communications Center Supervisor and Incident Command will coordinate to establish a local communications system that may consist of:

- Assignment of a Communications Officer.
- Designation of the operational frequencies available for use on site.
- Establishment of the Command Post in fire departments equipped with base radios or utilize the mobile communications capabilities in the Marshalltown Police Department or Marshall County Sheriff's Office Command vehicle.
- The Communications Center Supervisor and Incident Command will confirm and document the communications plan.

- The Communications Center Supervisor is authorized to activate any support agencies to assist in establishing and implementation of the communications plan.

EOC *How the Communications group will organize and manage communications within the EOC?*

In the event of a major emergency or disaster, the EOC may be activated by authorized individuals as outlined in the Base Plan and ESF #5 –Incident Management.

ESF #2 Communications Group

Activation

Typically, activation of the ESF #2 - Communications group will be to provide communications support to other ESF groups or response agencies working the EOC. The request to activate the ESF #2 - Communications group will come from the EOC Director or the ESF #2-Coordinator [Communications Center Supervisor].

Notification

☐ If the EOC is activated:

- The EOC will notify the ESF #2 – Communications Coordinator.

The Coordinator will be asked to respond to and be briefed by the EOC.

- The Communications Coordinator will notify other primary and supporting agencies requesting their assistance as needed.
- Primary and supporting agencies will report as requested.

☐ If the EOC is not activated, the Communications Supervisor may request any needed primary or support agencies to report to the Communications Center to assist as needed. The Supervisor will confer with the Emergency Management Coordinator to determine the need for EOC activation.

Mission

When activated, the ESF #2 Communications Group will provide support and coordination for the following general mission areas. The activities listed may, but are not limited to, coordination with appropriate primary and support agencies to include:

- Develop an incident specific communications plan to support the response agencies communications needs.
- Monitor communications systems operation and capability within the county.
- Prioritize the restoration of damaged communications infrastructure.
- Coordinate with state or IMAC responders.
- Coordinate with cellular and /or radio equipment vendors to provide and maintain critical communications within the affected area.

Command Structure

- Placement of the ESF #2 Coordinator within the EOC command structure will be determined by the EOC Director.
- Organization within the Communications Group will be accomplished following ICS guidelines and principles and will be directed by Communications Group Leader.

Communications

Communications will be coordinated within the EOC and with outside entities by the ESF #2 group leader according to the following general guidelines:

Within the EOC - Communications may be informal and direct to the intended party when exchanging information, obtaining requested resource etc. Typically, this will occur when there is need to:

- Communicate with support agencies operating within the Communications Group.
- Coordinate closely and directly with other active ESF Groups within the EOC.
- Communicate outside the EOC with field staff, other agencies, or individuals to obtain authorized resources or information that may be needed to assist in the development or implementation of incident objectives.

Comm Center - EOC Communications – When possible all communications between the EOC and Communications Center will be via telephone call. When this is not practical, alternative means will be established using public safety radio net, electronic mail, video conferencing, ham radio, and / or cell phones as determined by the EOC Director.

Command Post – EOC – The primary means of communications between the EOC and field operations [Command Post] will be cell phone. The assignment of frequencies / channels will be coordinated by the ESF #2-Coordinator.

Essential information based on the nature of the incident, will be shared with all support agencies in order to maintain situational awareness.

In all situations - Communications that impact the status of the Incident Action Plan will follow the formal command structure.

Assistance

- For support of 911system Attachment #2 – 911 Disruption
- For additional regional or state assistance will be coordinated through Marshall County Emergency Management.

- **Service provider contact lists.** Contact information for information technology, internet service providers, and telecommunications services including circuit numbers, diagrams, and Telecommunication Service Priority codes (see below).
- **Priority services.** If cost effective, three key federal programs may be used that allow for priority call queuing and the priority provisioning or restoration of key communications circuits. These programs are:
 - **The Telecommunications Service Priority Program.** Provides organizations engaged in national security and emergency preparedness functions with priority provisioning and restoration of telecommunications services that are vital to coordinating and responding to crises. Telecommunications service vendors prioritize service requests by identifying those critical services. A telecommunications service user with a Telecommunications Service Priority assignment is assured of receiving service by the service vendor before a non- Telecommunications Service Priority service user.
 - **The Government Emergency Telecommunications Service Program.** Provides emergency access and priority processing in the local and long distance segments of the Public Switched Network. It is intended to be used in an emergency or crisis situation during which the probability of completing a call over normal or other alternate telecommunication means has significantly decreased.
 - **The Wireless Priority Service Program.** Provides improved connection capabilities for a limited number of authorized national security and emergency preparedness cell phone users. In the event of congestion in the wireless network, an emergency call using the Wireless Priority Service will have priority queuing for the next available channel.

Redundant/Back-up Communications

- Communication systems should be assessed in order to determine which systems and/or databases require redundancy.
- Safe locations for communications systems that require redundancy and back-up configurations have been identified and established.
- Scheduled periodic testing of systems to make sure they will work in an emergency is performed.
- Specific vulnerabilities (i.e., power outages, high wind, flooding, etc.) that are most likely to occur in that specific region and provide resources to overcome them have been identified.
- Resiliency, redundancy, and interoperability of the communication systems have been documented and tested.
- Amateur Radio Emergency Services and Amateur Radio Civil Emergency Services radio operators have been identified and participate in planning, training, and exercises.

Communications System Diversity

- Vulnerability of each communications service provider's infrastructure and facilities should be examined and alternate providers identified.
- All redundant communications systems are periodically tested.
- Use of divergent routes, such as an office across the street that may be fed from a different cable or transformer have been established and can be accomplished in a discussion with your telecommunications service provider.
- The Public Safety Answering Point provider should also consider arranging with another Public Safety Answering Point for backup and support in the event of total failure or abandonment of the Public Safety Answering Point.

Emergency/Backup Power

- Backup power should be activated automatically through the use of a power source having a low risk of being interrupted during a power outage to maintain continuity of operations (i.e. a power generator).
- Power generators should be deployed at secure, elevated locations in cases where it is essential to maintaining daily operations. Generators should be maintained by frequently tested under load.

- Sufficient levels of fuel should be maintained and available at all times and periodically checked. When ordering a new installation, consider using dual fuel, such as Natural Gas and Diesel.
- Power batteries should be available for critical communications in case the power generators fail to function. Consider installing solar power or fuel cells where applicable. It is important to note that batteries are good for short term outages but often do not power air conditioning equipment and do not adequately cool the other equipment (especially computers) which may be damaged or shutoff when overheated.
- Sources for obtaining fuel to refill generators should be identified.
- Batteries for radios, flashlights, fire detectors and other communications and safety devices are working, charged, and ready. A daily, weekly or monthly schedule for periodically testing them has been developed and implemented.
- Additional supplies of batteries are kept at the worksite and at the alternative operational site. Rechargeable batteries should be tested in appropriate equipment and replaced periodically based on manufacturers' requirements.

Communications Equipment Testing

Technician test equipment is available onsite when an emergency occurs. Test equipment works with both commercial and battery power when applicable.

Organization

The Iowa Department of Public Safety Communications Division will disseminate all warnings via the Homeland Security/Emergency Management Iowa Warning System telephone, the Iowa Public Safety radio, WENS (Alert Iowa) and the Iowa On-Line Warrants and Articles and Emergency Broadcasting Systems.

These systems provide the primary means of disseminating warnings and alerts, actual and exercise, over the Public Safety and Emergency Management Division Communications systems.

The responsibility to disseminate all warnings in Marshall County rests with the Marshall County Communications Center and local law enforcement with the capability to activate such warning systems.

The Marshall County Emergency Communications Center is located at 22 North Center Street in Marshalltown, Iowa. In the event that location is not available, emergency communications will be provided through the Marshalltown Police Department Command Trailer or Marshall County

Sheriff's Office Command Bus, or relocated to the Marshall County Sheriff's Office, or relocated to Racom Corporation in Marshalltown.

Roles and Responsibilities

ESF 2 - Communications Coordinator

Each coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a "unified command" approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions.
- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.

- Maintaining trained personnel to support interagency emergency response and support teams.

Support Agencies

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the Marshall County Comprehensive Emergency Operations Plan (also known as the "Basic Plan") Concept of Operations for specific information.

The size of the operation will determine if an Emergency Operations Center is needed. On scene Incident Command will be used at all emergencies and for large scale incidents, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the ESF in which his/her primary responsibilities lie.

The Emergency Operations Center Manager will staff the Emergency Operations Center as needed depending on the size and scope of the operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected ESFs within the Emergency Operations Center. See ESF 5 – Emergency Management.

See figure below for the coordination flow in Incident Command Post and the Emergency Operations Center.

Recovery Operations

Here is how communications during the recovery operation will be managed.

The ESF #2 Communications Group will remain active during the transition from response to the recovery phase of the incident. Deactivation of ESF #2 will be authorized by the EOC Director.

While activated in the Recovery Phase of the incident ESF #2 will:

- Continue to support any ongoing response operations.
- Assess communications systems for damage or loss of equipment.
- Prioritize restoration of communications systems components in the following order:
 - Emergency Communications: 911 / Public Safety Radio
 - Non-Emergency communications: Telephone service, including wireless
 - Local Government Radio
 - Feeding Sites / Shelters
- Identify private sector and volunteer communications resources that may assist in recovery.
- Plan and prepare for communication needs with state / federal response and recovery assets.
- Submit documentation for costs and reimbursement as requested.
- Conduct an after action debriefing to evaluate and assess areas where improvements can be made within ESF #2, lessons learned etc.

Annex Maintenance

How will this ESF Annex be maintained?

Maintenance

The ESF #2 Communications Coordinator will be responsible for the review of the Annex on an annual basis. Revisions will be made and the updated Annex forwarded to the Emergency Management Agency.

- Dissemination of the updated Annex will be made by the Emergency Management Agency following the guidelines as outlined in the Basic Plan.
- Significant operational changes in the plan resulting from exercises or actual events will be accomplished through the ESF #2 planning group.

Exercises

The Marshall County Emergency Management Agency Coordinator will coordinate and integrate the exercising of this Annex as a part of other ESF or Incident Specific Exercises.

Authorities - References

Where did we get the information and authority to develop this Annex?

The authority to develop and implement the ESF #2 - Communications Plan is identified in the Marshall County - Basic Plan.

References:

- Marshall County EMS Association
 - Incident Management Protocol
 - Marshall County Mass Casualty Incident Protocol
- Marshall County Sheriff's Office
 - Policies - Standard Operating Procedure

- Marshall County Communications Commission and Marshall County 911 Services Board - Communications Center
 - o Policies - Standard Operating Procedure

- Marshall County 911 Service Board – By-laws

Communications and Continuity of Operations (COOP)

- **Operational processes.** Individuals with key communications and information technology expertise and that are critical to the continuation of essential services in an emergency have been identified. See Appendix 2 – Contact List.
- **Communications response team.** Teams that will take action during and following an emergency with clearly defined employee roles and responsibilities. See Appendix 3 – Resources List.

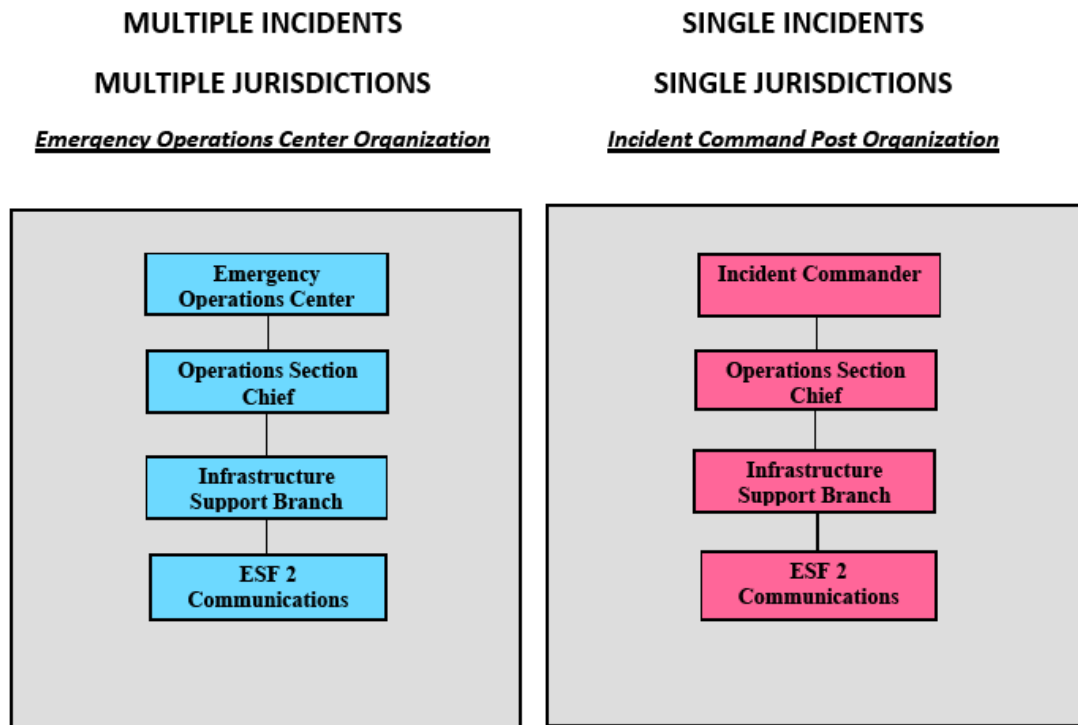


Figure 1: Coordination flow in the Emergency Operations Center and the Incident Command Post.

Primary Agency Functions

Agency	Function
Marshall County 911 Communications Center	• Coordinates mass notifications as needed with the Incident Commander. • Provides information to the public and other emergency information. Incident Commander must ensure these agencies always have up to date information and know what can be provided to the public. • Routes media requests to the public information officer. • Participates in test, drills, and exercise for communications and warning systems. • Develops and maintains plans and procedures to ensure the integrity of emergency communications.
Marshall County Joint 911 Service Board	• Shall maintain a 911 service plan encompassing at minimum the entire county, unless an exemption is granted by the program manager permitting a smaller 911 service area.

Support Agency Functions

Support Agencies: Support agency representatives will provide technical expertise, personnel, teams and equipment in support of an emergency operation. Personnel assigned in support of the disaster will maintain close coordination with Incident Command Post representative.

Note: Support agencies are not listed in order of priority. They are all in support of the primary agency.

City/County Agencies	Functions
Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services	• Provides alternate or additional communications for the Incident Command Post or the Emergency Operations Center when disaster response or recovery operations require backup communications.
Marshall County Emergency Management Agency	• Assesses the situation, validates resource requests, and forecasts response needs. • Coordinates Disaster Recovery Center establishment with Federal, State and Local Agencies. See ESF 14 – Community Recovery and Mitigation. • Provides a liaison to the Incident Commander or Emergency Operations Center as requested. • Identifies their own Critical Communication Systems – reports status as requested.
Marshall County Sheriff's Department	• May perform the role of Public Information Officer. • Maintains contact with the field and assess the need for outside resources and request assistance as needed. • Oversees all responding public safety and security resources, assesses their needs, helps them obtain resources, and ensures emergency tasks can be accomplished. • Works with the Incident Commander(s) and the Emergency

	Operations Center Team to ensure law enforcement personnel deployed to the disaster scene are appropriately outfitted with and trained to use personal protective equipment required by the presence of any potentially hazardous materials/substances. • Serves as liaison with law enforcement resources from outside the County, and if necessary, with State and Federal Law enforcement resources. • Maintains police intelligence capability to alert government agencies and the public to potential threats. • Develops strategies to effectively address special emergency situations that may require distinct law enforcement procedures, such as civil disorders, hostage taking, weapons of mass destruction, terrorist situations, and bomb threats/detonations. • Tests primary communications systems and arrange for alternate systems, if necessary. • Provides traffic and crowd control as required. • Provides security and law enforcement to critical facilities.
Marshall County Emergency Medical Services and Unity Point Medical Center - Marshalltown Paramedic Services	• Provides emergency medical care and transportation.
Local Fire Departments	• May perform the role of Public Information Officer. • Responsible for fire security and assistance in warning the public. • Primary responsibility for fire and hazardous materials scenes.

Local Law Enforcement	• May perform the role of Public Information Officer. • Assists with testing primary communications systems and arrange for alternate systems, if necessary. • Provides traffic and crowd control as required. • Provides security and law enforcement to critical facilities.
State Agencies	Functions
Iowa Department of Public Safety	• Provides additional communications capabilities. • Provides additional law enforcement capabilities. • Coordinates traffic information with the Department of Transportation on road conditions/closures hotline for services for public and emergency access. • Provides a teletype service for law enforcement agencies for road closure and detour information.
Iowa Homeland Security Emergency Management	• Responsible for the overall emergency coordination of state assistance if a multiple state agency response is required. • Maintains situational awareness and the Common Operating Picture.
Iowa National Guard	• At the request of the Governor, mobilizes and deploys available National Guard units to support local governments with available communications equipment and personnel. • Provides additional personnel and equipment as needed.
Iowa Statewide Interoperable Communications System	• Develops, implements, and oversees policy, operations, and fiscal components of communications interoperability efforts at the state and local level.

Board	Coordinates with similar efforts at the federal level, with the ultimate objective of developing and overseeing the operation of a statewide integrated public safety communications interoperability system.
Federal Agencies	Functions
Department of Defense	Provides resources and capabilities to relief operations after other Federal resources and capabilities are exhausted.
Department of Homeland Security	Office of Infrastructure Protection: - Provides situational awareness, cross-sector coordination, and prioritized recommendations regarding critical infrastructures and key resources. National Cyber Security Division - Provides strategic situational awareness and decision support, and coordinate response to cyber security issues. - Gathers and disseminates cyber security information and warnings. - Coordinates with private-sector representatives of the IT community through the IT Information Sharing and Analysis Center and the IT Sector Coordinating Council, as appropriate, to exchange policy and operational information necessary to respond to and recover from incidents. - Disseminates cyber threat warning information. - Coordinates cyber incident preparedness, response, and recovery activities to identify, analyze, and reduce cyber threats and vulnerabilities. - Facilitates interaction and collaboration among Federal departments and agencies, and with State, tribal, and local governments, the private sector, and international organizations related to cyber security and cyber incidents.

	• Fulfills additional responsibilities as directed in the Cyber Incident Annex for preparing for, responding to, and recovering from cyber incidents
Federal Communications Commission	• Collects, compiles, and analyzes communications infrastructure and service outage and restoration information. • Provides trained staff members to support communications restoration teams. • Assists with the provision of communications support to Federal, State, tribal, and local governments, including public safety entities. • Assists with developing and conducting communications restoration training and exercises. • Conducts outreach to all FCC licensees to determine: ○ Their needs, and ○ Whether they have resources to offer that would aid the restoration effort. • Performs such functions as required by law with respect to all entities licensed or regulated by the Federal Communications Commission, including (but not limited to) the: ○ Extension, discontinuance, or reduction of common-carrier facilities or services. ○ Control of common-carrier rates, charges, practices, and classifications. ○ Construction authorization, activation, deactivation, or closing of radio stations, services, and facilities. ○ Assignment of radio frequencies to Federal Communication Commission licensees. ○ Investigation of violations of pertinent law and regulations; and the initiation of appropriate enforcement actions.

National Oceanic and Atmospheric Administration/National Weather Service	• Supports the Emergency Alert System and provides, in coordination with Federal Emergency Management Administration: ○ Public dissemination of critical pre-event and post-event information over the all-hazards National Oceanic and Atmospheric Administration Weather Radio system. ○ National Oceanic and Atmospheric Administration Weather Wire Service. ○ Emergency Managers Weather Information Network.
Other	
Private Communications Vendors	• Provide communications expertise, equipment, training, and supplies. • Provide communications assistance during response and recovery operations.

ESF Development, Testing, and Maintenance

Refer to the Marshall County Comprehensive Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

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APPENDIX A**Responsibilities/Duties Checklists**

Primary and Support Agencies may be called upon to provide support for major emergency / disaster communications in addition to their normal duties. These responsibilities may include response to the incident command post and / or emergency operations center and may continue throughout the response and recovery phases of the incident.

Note: In the event of the catastrophic failure or damage to the Communications Center and /or the 911 system, it is the responsibility of each jurisdiction within Marshall County to develop alternative emergency plans for citizens to seek emergency assistance and dispatching of local emergency responders.

ESF Coordinator

The Marshall County Communication Center Supervisor serves as ESF #2 – Communications Coordinator. Responsibilities include but are not limited to:

- ☐ Review ESF #2 annually.
- ☐ Maintain emergency contact information for primary, support and other relevant agencies as appropriate.
- ☐ Review Primary and Support Agency communications plans and policies to ensure consistency and communications interoperability.
- ☐ Coordinate with the amateur radio emergency services coordinator to develop procedures for establishing a secondary communications network to support communications needs.
- ☐ Arrange for appropriate staffing of the ESF #2 - Group in the EOC.

- ☐ Coordinate the activities of ESF #2 Group in the EOC.
- ☐ Coordinate the restoration of ESF #3 resources and/or capabilities as needed.
- ☐ Ensure ESF #2 agencies provide appropriate records and documentation.
- ☐ Ensure the communications system is tested and exercised on a regular basis.
- ☐ Coordinate meetings, plans, exercises, training, and other activities with local jurisdictions, state agencies, nongovernmental, and private sector agencies as necessary to develop ESF #2 capability and support.
- ☐ Conduct an ESF #2 after action review. Manage the resolution of ESF #2 after - action issues.

PRIMARY AGENCY – Marshall County Communications Center

The Marshall County Communication Center serves as ESF #2 – Communications Primary Agency. Responsibilities include but are not limited to:

Preparedness

- ☐ Develop and maintain procedures and job aids as necessary to support communications system during a major incident.
- ☐ Develop plans and procedures to ensure, to the greatest extent practical, the integrity and operation of the Communications Center.
- ☐ Develop and maintain alternate communications systems and procedures for contact with local jurisdictions, state agencies, nongovernmental and private sector agencies that may be required for mission support.
- ☐ Maintain an inventory of personnel, equipment, and vendors, which will be used in the restoration of services.
- ☐ Maintain an inventory of existing radio frequencies and other communications resources available for local emergencies.
- ☐ Develop and maintain a communications center evacuation plan.

Response

- ☐ Provide a liaison to the EOC when requested.
- ☐ Provide additional staffing in the EOC (or off site) to assist with communications functions.
- ☐ Maintain communications capability as necessary to communicate with response entities as well as higher levels of government.
- ☐ Support mutual aid communications to adjacent counties and state/federal entities.
- ☐ Provide updates on the potential situations that may impact communications.
- ☐ Provide telephone service providers with a restoration priority list for telephone service.

Recovery

- ☐ Coordinate the restoration and continued operations of communication networks, landline telephone service, and cell phone services.
- ☐ Maintain records of cost and expenditures.
- ☐ Participate in after action reviews.

Support Agencies

All Support Agencies will:

- ☐ Develop standard operating procedures, guidelines and/or checklists as needed to complete assigned functions.
- ☐ Train personnel to fulfill stated responsibilities and tasks.
- ☐ Maintain a communications link with the Communications Center and the EOC [when activated].
- ☐ When requested, deploy a representative to the EOC to assist with communications activities.
- ☐ Support Primary Agencies in the mission of ESF #2

- ☐ Work with the ESF Coordinator to keep this Annex up-to-date.
- ☐ Maintain up-to-date rosters and alternative methods for notifying agency personnel.
- ☐ Document all costs and expenses associated with response and recovery activities.
- ☐ Participate in training and exercises.
- ☐ Communicate using common terminology; and

In addition, specific areas of responsibility are assigned as follows:

Emergency Management

- ☐ Manage and maintain EOC Operations in a configuration that supports efficient and effective communications.
- ☐ In coordination with the Communications Center and 911, conduct tests and exercises of the communications systems as needed.
- ☐ Incorporate communications as part of countywide emergency management training and exercises.

Marshall County 911 Service Board and Marshall County Communications Commission

- ☐ Provide technical support and assist the Communications Center, to the extent possible, in maintaining communications systems operation and interoperability.
- ☐ Identify critical 911communications equipment, personnel and vendor call lists.
- ☐ Coordinate the restoration of 911 Service with local telecommunications companies and vendors.

Amateur Radio Emergency Services

- ☐ Staff Amateur Radio Desk in the Communications Center as needed.
- ☐ Provide communications support staff at identified Fire-EMS stations, as requested.
- ☐ Participate in statewide network of amateur radio operators and equipment.
- ☐ Provide emergency communications, to the extent practical to assigned areas.
- ☐ Personnel will be dispatched through the EOC.
- ☐ Participate in statewide network of amateur radio operators and equipment.

*County Sheriff and all municipal Police Chiefs can be contacted through the Marshall County Communications Center: **641-754-5725***

AMATEUR RADIO ASSOCIATION CONTACTS

Contact President for further information:

NAME	POSITION	PHONE	E-MAIL	CALL SIGN
David Ingram	President		DCSKIngram@msn.com	

City of Marshalltown

Emergency Support Function 3
Public Works and Engineering

ESF-3

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- 1. Contact List
- 2. Debris Management Plan
- 3. Flood Management Plan
- 4. Disaster Declaration

Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)

Primary and Supporting Agencies

ESF Coordinator: Marshalltown Public Works Director and City Engineer

Primary Agencies:

Marshalltown Public Works Engineering Department

Support Agencies:

City/County

Marshalltown Parks and Recreation

Marshalltown Public Works Department Street Department

Marshalltown Police Department

City Public Information Officer

Marshalltown Water Works

Marshall County Emergency Management Coordinator

911 Communications

Marshall County Geographic Information Systems

State

Iowa Department of Natural Resources

Iowa Department of Transportation

Iowa Homeland Security and Emergency Management

Other

Public and Private Utilities

Voluntary Organizations Active in Disaster

Introduction and Policies

Purpose

Emergency Support Function (ESF) 3 – Public Works and Engineering provides for the coordination and organization of the capabilities and resources of the city during response and recovery from a disaster.

ESF 3 evaluates infrastructure damage and coordinates emergency debris clearing of primary and secondary roads within the city and can also coordinate emergency contracting, building inspections, engineering services, and demolitions.

Scope

ESF 3 is structured to provide public works and engineering-related support for the changing requirements of domestic incident management.

Activities within the scope of this function include:

Inspection and Condemnation:

- Inspection of buildings and structures following a disaster and, if necessary, condemning them and insuring destruction in a timely manner.
- Inspecting roads and bridges to insure they are safe for use after a disaster.
- Conducting pre-incident and post-incident assessments of public works and infrastructure.
- Providing emergency repair of damaged public infrastructure and critical facilities.

Debris Removal and Road Clearance:

- Removal of debris from public roadways, railroads, airstrips, etc., critical for emergency vehicles or repair crews, passenger travel, and commercial vehicles.
- Handling of problems arising from the generation, accumulation, and disposal of debris following a disaster.

Potable Water and Wastewater Systems

- Restoration of potable water and wastewater disposal capabilities following a disaster.
- Executing emergency support for life-saving and life-sustaining services.
- Providing technical assistance to include engineering expertise, construction management, and contracting.

Policies

City of Marshalltown

The City of Marshalltown is responsible for its own public works and infrastructure and has the primary responsibility for response and recovery. The City is responsible for obtaining required waivers and clearances related to ESF 3 support.

Private Sector

The private sector owns or operates a large proportion of the Marshalltown's infrastructure and is a partner and/or lead for the rapid restoration of infrastructure-related services. Through ongoing planning and coordination, the private sector provides critical details for incident action planning and decision making processes during an incident. Also, private-sector mutual aid and assistance networks facilitate the sharing of resources to support response and recovery. Local municipality officials should establish and maintain planning and coordination with the private sector before disasters occur as to better serve their citizens during and after a disaster.

State

When activated to respond to an incident, the Public Works Department develops work priorities in cooperation with State and County governments and in coordination with the Federal Coordinating Officer and/or the Federal Resource Coordinator. State, county, and local mutual aid and assistance networks facilitate the sharing of resources to support response and recovery.

Federal Government

Federal public works and engineering support is provided when there is a need for additional resources or capabilities to support and sustain the response and initial recovery. During large-scale events, all levels of government and the private sector will take proactive actions to respond, anticipating resources that may be required. Resources and capabilities can also be provided when other departments or agencies within the Federal Government require assistance.

Situations and Planning Assumptions

Situations

- The City of Marshalltown Street Department has the debris clearance responsibility for the City. The Street Department may utilize other departments for debris management.
- Marshalltown is subject to a number of hazards which could result in the disruption of utility services, restrict or limit the movement of the resident population, and/or have an effect on the safety and welfare of county residents.
- Potable water may not be available due to drought, hazardous materials spills, severe weather, or mechanical failure. Receipt and distribution of bottled water may be required.
- A catastrophic incident could seriously cripple the City making potable water extremely scarce. Public and private water usage may be curtailed or otherwise cease to operate due to damage or other emergency conditions.
- Public wastewater and sewer systems usage may be curtailed or otherwise cease to operate due to damage or other emergency conditions.
- The return of untreated consumed water to the ground water supply can contaminate this supply and makes converting back to potable water uneconomical.

Planning Assumptions

- Rapid damage assessment of the disaster area will be necessary to determine potential workload. This is the duty of the City, then relayed back to the Emergency Management office for recording and relay to the state agencies.
- Disposal of materials from debris clearance and demolition activities will be strictly in accordance with applicable rules and regulations, unless emergency environmental waivers are granted. Working with private contractors and businesses is crucial for Marshalltown. Knowing abilities of the private sector before a disaster happens is a must.
- A priority road clearing list has been prepared to insure that critical roads are cleared first. Critical roadways are those roads that must be cleared to allow search and rescue teams into damaged areas; to open access to hospitals, utilities, and emergency response agencies; and to permit damage assessment teams to conduct their surveys.
- Equipment and fuel are staged at pre-determined locations to minimize travel time to the critical roadway locations.
- Debris clearance teams have been identified and will deploy to their respective areas of responsibility as soon as possible after the storm has passed.

- Coordination of debris clearance efforts and mutual assistance between levels of government will be conducted at the Emergency Operations Center but are the ultimate responsibility of the City of Marshalltown.
- The continued operation of utility services throughout the City is essential for effective and efficient response and recovery actions to a disaster or emergency situation.
- The primary responsibilities of utility companies will be the restoration and maintenance of utility services.
- Utility companies will cooperate with and assist government services.
- Assistance from outside the City will be available through mutual aid and other existing agreements.
- Hazardous materials incidents may utilize many public works services for containment of the materials.

Concept of Operations

General

The basic operational concept is that the Public Works Department and supporting agencies within the ESF 3 function will continue their normal day-to-day responsibilities regardless of the emergency or disaster situation. Priority actions will be taken to restore interrupted services and provide for movement of vehicular traffic. In the event a shelter upgrading program is established under a national emergency mode, all services under the ESF 3 function will support the program.

Restoration and Recovery:

- Prioritize and coordinate the repair and restoration of critical facilities for water distribution, wastewater, and solid waste facilities and services.
- Coordinate with ESF 8 – Public Health and Medical Services for use of Points of Distribution/Disbursing throughout the affected area for distributing emergency water supplies.
- Coordinate with the private sector for sanitation services such as garbage and debris removal and transport, portable toilets or other available sanitation services to both the public and work areas.
- Restore traffic routes; provide priority service to roads and streets designated as primary evacuation routes.
- Make emergency repairs on streets, bridges, viaducts, and other structures.
- Coordinate with private partners for emergency power and gas.
- Assist with the transportation of equipment and potable water.
- Make emergency repairs and restore vital utility services.
- If weather conditions dictate, early implementation of existing snow removal plans will be accomplished. Planning for snow removal will include provisions to expand snow removal activity to facilitate movement of vehicles supporting emergency operations on streets not normally included in the plan.
- Establish detour routes and resources for traffic control.
- Insure that adequate supplies of potable water are available and identify unmet requirements to state for sourcing.

Debris Removal and Management- See the Debris Management Plan

- Identify and assess primary transportation routes in the city.
- Prioritize primary routes that need immediate repair/restoration and debris removal.

- Identify resources available for repairing and restoring primary routes and for evacuation of citizens, if needed.
- Coordinate available traffic control equipment and personnel.
- Clear fallen debris from streets and roads, giving priority to emergency routes for law enforcement, fire departments, and emergency medical services.
- Extend and/or expand services to the public for garbage disposal, burning ordinances, and placement of public dumpsters. Marshalltown will coordinate with the private sector garbage and debris haulers prior to a disaster to assess their capabilities and work on agreements for disaster situations.
- Coordinate burning debris with the Iowa Department of Natural Resources.

Flooding – See the Flood Management Plan

- Provide transportation for the delivery of sand and sandbags, emergency dike/levee repair, construction of temporary dikes, etc. and coordinate for disposal when no longer needed.
- Monitor conditions of local levees and make repairs if necessary.
- Alert the emergency response personnel to make necessary notifications.
- Inspect bridges and approaches to bridges after the water subsides to determine safety of use.

Damage Assessment

- See ESF 14 – Community Recovery and Mitigation.

Radioactive or Hazardous Materials Incidents

- See ESF 10 – Hazardous Materials.

Public and Private Utility Companies

- Make emergency repairs and restore vital utilities.
- Provide emergency power, with priority to the Emergency Operations Center and critical facilities.
- Conduct inspections required for restoration of service and replace damaged or destroyed utilities equipment.
- Restore utilities to critical and essential facilities.
- Private utility companies will be responsible for restoration of services within their service area(s).

Organization

ESF 3 – Engineering is under the direction of the Public Works Director/City Engineer. ESF 3 will be responsible for emergency/disaster operations within their normal operational areas.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the Marshalltown Emergency Operations Plan (also known as the “Basic Plan”) Concept of Operations.

The size of the public works operation will determine if an Emergency Operations Center is needed. For disasters, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies.

The Emergency Operations Center Manager will staff the Emergency Operations Center as needed depending on the size and scope of operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

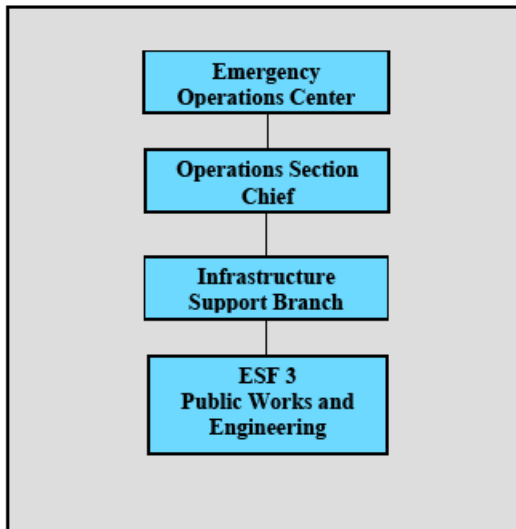
Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected ESFs within the Emergency Operations Center. See ESF 5 – Emergency Management.

See figure below for the coordination flow in Incident Command Post and the Emergency Operations Center.

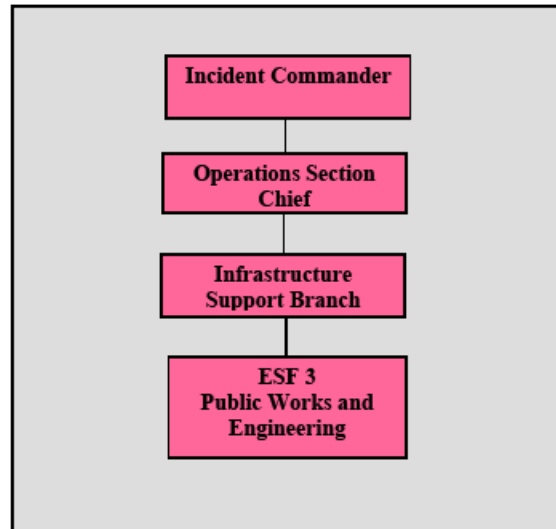
**MULTIPLE INCIDENTS
MULTIPLE JURISDICTIONS**

Emergency Operations Center Organization



**SINGLE INCIDENTS
SINGLE JURISDICTIONS**

Incident Command Post Organization



Roles and Responsibilities

ESF Coordinator

The coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the Coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.
- Activates appropriate support agencies.
- Coordinates government logistical and fiscal activities supporting associated priorities and activation.
- Plans and supports regular meetings with the primary and support agencies related to preparedness, response, and recovery activities.
- Ensures support agencies are informed and involved in all meetings.
- Ensures primary and support agencies are reconvened post-demobilization to critique preparedness, response, recovery, and mitigation activities and develop an improvement action plan to address identified issues.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies through the Emergency Operations Center.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions through the Emergency Operations Center.

- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating media interviews, if allowed, with the Public Information Officer.

Support Agencies

Support agency representatives will provide technical expertise, personnel, teams and equipment in support of an emergency operation. Personnel assigned in support of the disaster will maintain close coordination with Incident Command Post representative. When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Primary Agency Functions

Agency	Function
City of Marshalltown Public Works- Engineering	• Serves as the lead agency for ESF 3 supporting the response and recovery operations after the activation of the Emergency Operations Center. • Assists with damage assessment of infrastructure and setting priorities for road clearance to better assist ESF 9 with search and rescue operations. • Maintains a list of construction contractors and engineering consulting firms who would be able to assist with infrastructure repairs after a disaster and debris functions. • Responsible for maintaining evacuation routes and providing traffic control devices. • During flooding, may establish command posts at flood sites and make recommendations to incident commander or the Emergency Operations Center concerning the evacuation decisions. • Assists in coordinating damage assessment. • Manages the debris removal process. • Provide maps to emergency responders

Support Agency Functions

City/County Agencies	Functions
911 Communications	• Coordinates mass notifications as needed with the Incident Commander. • Provides emergency information to the Incident Commander and ensures agencies always have up to date information and know what can be provided to the public. • Routes media requests to the public information officer.
Marshall County Emergency Management Agency	• Provides leadership in coordinating and integrating overall county efforts. • Assess the situation, validates resource requests, and forecasts response needs with input from the City. • Assists in establishing priorities and coordinating the transition of response operations with recovery activities based on incident information and the availability of resources that can be appropriately applied. • Assists City with disaster declaration process.

	• Coordinates damage assessment (See ESF 14).
Marshall County Geographic Information Systems	• Coordinator is responsible for managing the geographic data sets and resources maintained at the county.
Alliant Energy Consumer's Energy	• Effects emergency repair of damaged private and public critical electric power infrastructure/facilities. • Make recommendations to ESF 3 Coordinator in the Emergency Operations Center concerning the temporary or emergency electric power decisions.
Marshalltown Police Department	• Responsible for conducting actual evacuation efforts, for designating evacuation routes, providing traffic and movement control, and establishing security of the evacuated area. • Departmental or local public information officers will also assist in warning the public. Provides the Emergency Operations Center, Command Post, and Incident Commander with the communications link.
Marshalltown Parks and Recreation	• Assist with debris removal • Provide additional manpower to support traffic control.
Marshalltown Public Works Street Department	• Responsible for maintaining evacuation routes and providing traffic control devices. • During flooding, they may establish command posts at flood sites and make recommendations to incident commander or the Emergency Operations Center concerning the evacuation decisions. • May coordinate emergency water distribution, as needed. • Assists in management of debris removal process. • Assists in damage assessment process.
City Public Information Officer	• Responsible for the collection, coordination, and dissemination of emergency public information material to the resident and transient population. • Member of the Emergency Operations Center. • In the event of large scale disasters involving multiple public information entities, a Joint Information Center will be established. • May coordinate a disaster hotline through community service agencies, 411, or volunteers. Ensure those locations have up to date information.
Marshalltown Water Works	• Support emergency repair and restoration of critical water infrastructure systems, including drinking water distribution and wastewater collection systems. • May coordinate emergency water distribution, as needed.

State Agencies	Functions
Iowa Department of Natural Resources	• Provides technical assistance for critical water infrastructure systems, including drinking water distribution and wastewater collection systems, and hazardous materials. • Assists in debris removal process if necessary. • Assists in burn permit process if necessary.
Iowa Department of Public Safety	• Provides additional law enforcement capabilities. • Provides security for shelters, if required. • Coordinates traffic information with the Department of Transportation on road conditions/closures hotline for services for public and emergency access. • Provides a teletype service for law enforcement agencies for road closure and detour information. Routes of travel may be identified. • Establishes control points for traffic control, assists in maintaining order, obtains medical help, and direct emergency vehicles to the proper destination within and around the disaster area.
Iowa Department of Transportation	• Provides updated information on road conditions, load bearing capacities and usability to support evacuation or rerouting of traffic. • Maintains road condition/closure website. • Provides equipment and manpower to maintain or repair roads and bridges to usable condition in support of an evacuation. • Personnel may assist in traffic control by erecting barricades, warning lights and signs, or providing manpower. • Assists in debris removal process if necessary. • Assists in damage assessment process if necessary.
Iowa Homeland Security and Emergency Management	• Responsible for the emergency coordination of state and federal assistance. • Maintains situational awareness and the Common Operating Picture. • Provides logistical support for coordinating mobilization centers/staging areas, transportation of resources, disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations.

Iowa National Guard	• At the direction of the Governor, mobilizes and deploys available National Guard units to support local governments with available personnel and equipment. • Provides additional personnel and equipment if requested by the state. • Assists in debris removal process if necessary. • Assists in damage assessment process if necessary.
Federal Agencies	Functions
Department of Agriculture	• Under certain circumstances can provide engineering and contracting/ procurement personnel and equipment to assist in emergency removal of debris, demolition, temporary protection of roads and bridges, temporary protection of essential public facilities, water supply, and sanitation, if available. • Provides technical personnel to evaluate damage to water control facilities. The Natural Resources Conservation Service is the regional contact for this support. • Assists in the damage assessment process.
Department of Defense	Army Corps of Engineers • Provides assistance in debris removal and disposal; emergency protective measures; and the repair, replacement, or restoration of disaster-damaged public facilities and the facilities.
Department of Energy	National Nuclear Security Administration: • Enables radiologically contaminated debris management activities by coordinating and/or providing resources, assessments, data, expertise, technical assistance, monitoring, and other appropriate support.
Department of Health and Human Services	• Supplies engineering and environmental health personnel to assist, in conjunction with the Environmental Protection Agency (EPA), in assessing the status of water, wastewater, and solid-waste facilities. • Provides guidance related to health problems associated with hazardous materials. • Assists in determining the suitability for human consumption of water from local sources.
Department of Homeland Security - FEMA	FEMA • Coordinates federal agency assistance (example Corps of Engineers for debris removal assistance) • Coordinates federal grant programs to reimburse extraordinary costs for repair, replacement or mitigation of damaged infrastructure and eligible debris removal costs. Office of Infrastructure Protection

	• Supports ESF 3 infrastructure protection and mitigation missions by providing infrastructure risk and vulnerability assessments in response to actionable intelligence and other information. • Through the Infrastructure Liaison, provides situational awareness and prioritized recommendations concerning the recovery and restoration supported by this ESF.
Department of Transportation	• Provides technical expertise and assistance for repair and restoration of transportation infrastructure and provides advice and assistance on the transportation of contaminated materials. • Provides engineering personnel and support to assist in damage assessment, structural inspections, debris clearing, and restoration of the Nation's transportation infrastructure. • Administers special funding that can be used for repair or reconstruction of major highway facilities as well as grant programs for transit systems and railroads that could be used for repair and rehabilitation of damaged infrastructure.
Environmental Protection Agency	• Conducts infrastructure protection activities for drinking water, water treatment agencies • Assists in identifying critical water and wastewater needs, including personnel, electrical power, and treatment chemicals. • Assists, in conjunction with State/tribal primacy agencies and permitting authorities, in determining the operating status of water and wastewater systems. • Provides assistance to State solid waste agencies regarding municipal solid waste landfills and construction and demolition waste landfills. • Provides technical assistance for nonhazardous waste management, including debris management and recycling/reuse opportunities. • Assists State solid waste agencies with assessments of staging/storage areas, solid waste facilities, and wastewater facilities; environmental sampling and monitoring; and inspections, resources, data, and other support as appropriate. • Identifies locations of, and provides safety guidance for, areas affected by hazardous materials. • For chemical, biological, and radiological weapons of mass destruction incidents, coordinates on management of contaminated debris and demolition. • Assists in investigation and intelligence analysis for hazardous materials incidents involving contaminated water and wastewater systems, pursuant to existing EPA statutory

	authorities. • Provides expertise on waste, debris disposal options.
Nuclear Regulatory Commission	• Assists radiological contaminated debris management activities by coordinating and/or providing resources, assessments, data, expertise, technical assistance, monitoring, and other appropriate support.
Other	
Public and Private Utilities	• Provide emergency repair of damaged private and public critical infrastructure/ facilities (temporary power, emergency water, sanitation systems, communications systems etc.) and support restoration of critical water infrastructure systems, including drinking water distribution and wastewater collection systems.
Voluntary Organizations Active in Disaster	• Provide voluntary assistance to support various activities such as debris clearance, if needed. • Assists in debris removal process if necessary. • Assists in damage assessment process if necessary.

ESF Development, Testing, and Maintenance

Refer to the Marshalltown Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

CHECKLIST
ESF Coordinator
ESF 3: Public Works & Engineering

1. Heavy equipment needs vs. availability ☐

Notes: _____

2. Traffic control devices needed ☐

Notes: _____

3. Materials needed vs. available (sand, clay, etc.) ☐

Notes: _____

4. Supplies needed vs. available
(pumps, bags, etc.) ☐

Notes: _____

5. Sanitary and storm sewer impacts/status ☐

Notes: _____

6. Debris management strategy established ☐

Notes: _____

City of Marshalltown

Emergency Support Function 4 Firefighting

ESF-4

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Record of Changes

[illegible]

Primary & Supporting Agencies

Primary Agency: Marshalltown Fire Department

Support Agencies:

City/County

Marshall County Volunteer Fire Agencies
Marshall County Emergency Management
Marshalltown Public Works
Marshalltown Police Department
Marshall County Sheriff
Marshall County 9-1-1 Communications

Emergency Medical Services

UnityPoint EMS & Volunteer EMS Agencies

State

Iowa Department of Public Safety
Iowa Homeland Security and Emergency Management

Federal

Federal Emergency Management Agency

Introduction and Policies

Purpose

Emergency Support Function 4 – Firefighting provides the City of Marshalltown support for the detection and suppression of fires. Support may require a countywide coordinated response for assistance.

Scope

This annex manages and coordinates firefighting activities including the detection and suppression of fires and provides for personnel, equipment, and supplies to support agencies involved in firefighting operations.

Priority is given to:

- Life safety
- Protecting property
- Protecting the environment

Policies

Command and control of all firefighting activities are directed by the Marshalltown Fire Department.

This annex will be implemented in accordance with the National Incident Management System/Incident Command System and the incorporated measurable objectives identified in the Incident Action Plan.

The Incident Command System provides the functional structure for actively managing any type of incident regardless of cause, size, or complexity and will be used in the event of an emergency to make operational and tactical decisions.

All personnel with responsibilities in the Incident Command Post and Emergency Operations Center will be proficient with the Incident Command System concepts and principles.

Outside assistance is available to local response and support personnel to implement complex or large organizational structures through the Iowa Incident Management Team (Type III).

Coordination with state and other local fire suppression organizations is accomplished through the City of Marshalltown Emergency Operations Center.

Situations & Planning Assumptions

Situations:

A major fire related event affecting the City is possibly and may require additional firefighting or emergency services from outside the City.

Such events may occur from:

- Acts of Nature
- Human causes (accidental or intentional)

Marshalltown Fire Department provides emergency services to the City of Marshalltown. As resources are needed for an emergency, the department implements a callback procedure for additional staffing. Additionally, staffing and equipment may be acquired through mutual aid agreements with County volunteer fire departments from the following communities: Albion, Clemons, Ferguson, Gilman, Green Mountain, Haverhill, Laurel, LeGrand, Liscomb, Marshalltown, Melbourne, Rhodes, and State Center.

There are also local and volunteer fire departments in adjacent counties, which provide response assistance and additional resources via mutual aid agreements.

The City of Marshalltown, through Marshall County and all of its communities, are Iowa Mutual Aid Compact signatories. Fire Departments in neighboring counties may receive mutual aid from the City in the event of a major fire or disaster.

The City of Marshalltown, through Marshall County, is also eligible for mutual aid from neighboring counties and other Iowa Mutual Aid Compact signatories.

Planning Assumptions:

In the event that the City of Marshalltown Emergency Operations Center is activated in support of a firefighting event, the following assumptions are made:

- The City may require firefighter assistance because sufficient personnel or equipment is not available.
- Firefighting requires highly trained personnel and specialized equipment.
- Firefighting environments are hazardous and poses danger to the firefighters and public.
- Firefighters must have concern for their own safety, as well as fellow firefighters.
- Firefighting activities may occur in extreme weather conditions.

Concept of Operations

General

Emergency Support Function 4 - Firefighting manages and coordinates firefighting activities. This function is accomplished by mobilizing City firefighting resources. Responsibility for situation assessment and determination of resource needs lies primarily with the Incident Commander. Additional county resources for firefighting will be requested through the Marshall County 9-1-1 Dispatch Center.

Additional personnel and resources for firefighting and incident management activities from outside the county jurisdiction will be requested through the Marshall County Emergency Management Agency.

Shortages of critical resources are identified and requested by the City. Actual firefighting operations are managed under the Incident Command System element of the National Incident Management System.

Situation and damage assessment information is transmitted through established channels and directly between the Incident Command Post and the City of Marshalltown Emergency Operations Center.

Organization

The City of Marshalltown Emergency Support Function 4 - Firefighting Coordinator(s) shall:

- Develop a comprehensive listing of all firefighting agencies within Marshall County and jurisdictions that are available to assist the City in the event of an emergency.
- Provide coordination support to the assisting fire departments when additional resources are anticipated.
- Facilitate communications between the supported and supporting firefighting agencies.
- Identify specialized equipment needs, provisions for procurement, and how that equipment will be utilized.
- Appoint an incident commander if the City fire department cannot provide one.
- Coordinate media briefings through Emergency Support Function 15- Public Information.
- Provide for 24-hour operations (if necessary and safety allows).
- Coordinate additional on-site support through the City of Marshalltown Emergency Operations Center.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the City of Marshalltown Comprehensive Emergency Operations Plan – Concept of Operations for specific information.

The size of the incident and resources required for firefighting operations will determine the need for activation of the City Emergency Operations Plan. For large-scale incidents, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an appropriate management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

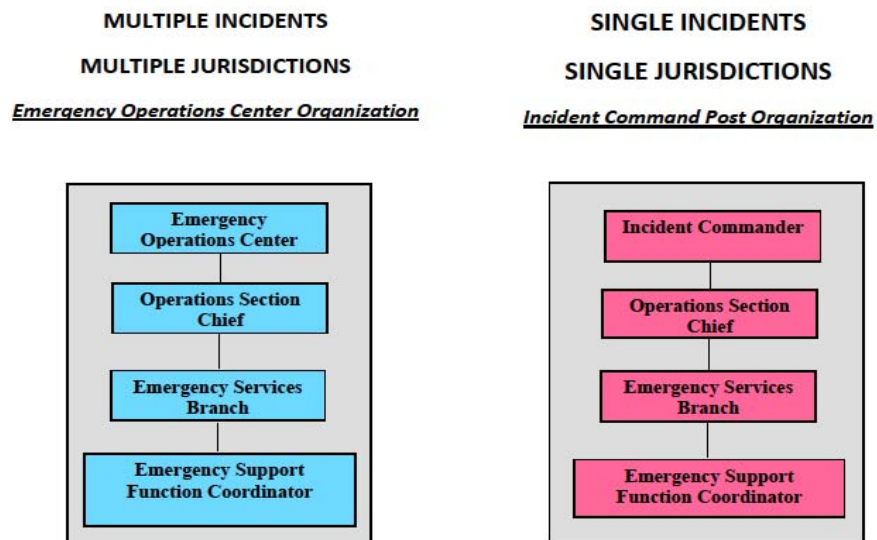
Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the Emergency Support Function in which his/her primary responsibilities lie.

The Director of Disaster Services (City Administrator) will function as Emergency Operations Center Manager and will staff the Emergency Operations Center as needed depending on the size and scope of firefighting operations. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches and groups through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director (Mayor).

This ensures an accurate assessment of the disaster situation that will be used to develop short-range and long-range planning guidance for use by other potentially affected Emergency Support Functions within the Emergency Operations Center.

Coordination flow in the Emergency Operations Center and Incident Command Post



Roles and Responsibilities

Emergency Support Function 4 – Coordinator

The coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator(s) include:

- Pre-incident planning and coordination;
- Maintaining ongoing contact with primary and support agencies;
- Conducting periodic meetings and conference calls;
- Coordinating efforts with corresponding private-sector organizations; and
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.

Primary Agency

When activated in response to an incident, the primary agency is responsible for the following:

- Conducting response operations within the City of Marshalltown.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, including City officials.
- Working with private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support emergency response and support teams.

Support Agencies

When activated in response to an event, threat, or incident, support agencies are responsible for the following:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources;
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency’s area of expertise.

Primary Agency Function

Agency	Functions
Marshalltown Fire Department	• Establishes an ICS structure and designates an Incident Commander. • Determines resource needs and implements off-duty callback. • Initiates request for response of mutual aid/support agencies. • Determines the need for implementation of the City Emergency Operations Plan. • Fire Chief or his designee responds to the City EOC. • Briefs officials on the situation.

Support Agency Functions

Agency	Functions
9-1-1 Communications Center	• Communications operators will follow the City Emergency Operations Plan. • Assist in the notification of support agencies.
Marshall County Volunteer Fire Agencies	• Provide manpower and equipment for fire operations.
Marshalltown Police Department Marshall County Sheriff	• Provide traffic and crowd control. • Provide investigative assistance.
UnityPoint EMS State Center EMS Gilman EMS LeGrand EMS Tama/Toledo EMS	• Coordinate on-scene emergency care. • Coordinate transportation & hospital destination for victims. • Provide emergency care to firefighting personnel.
Marshall County Emergency Management	• Assist in obtaining and coordinating resources. • Advises City Officials. • Makes required notification to the State in disaster situations
Marshalltown Public Works	• Provide equipment for firefighting operations as needed. • Provide debris cleanup/clearance as needed
Iowa Department of Public Safety	• Fire Marshal's Office provides arson and fatality fire investigation if needed.
Iowa Homeland Security & Emergency Management	• Responsible for overall emergency coordination of State assistance if multiple State agencies involvement is required.
FEMA	• Works with local government during recovery phase of an incident that has received a Federal Disaster Declaration.

ESF Development, Testing, and Maintenance

Refer to the City of Marshalltown Multi-Hazard Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

Annex 1

MINIMUM TRAINING STANDARDS

661—251.101

(100B)

Minimum training standard.

Any member of a fire department shall have completed the training requirements identified in the job performance requirements for the fire fighter I classification in NFPA 1001, Standard for Fire Fighter Professional Qualifications, 2008 edition, chapter 5, prior to the member's engaging in structural firefighting. Each fire department shall identify its members who are or will be engaged in structural firefighting and shall ensure that any member engaged in structural firefighting has completed the training requirements specified in this rule prior to the member's engaging in structural firefighting.

661—251.102

(100B)

Other training.

Any member of a fire department who serves in a capacity other than structural firefighting at an emergency incident shall have received training based on the duties the member might perform at an emergency incident.

Annex 2

Support Agency Equipment

Legend:

(E) – Engine (T) – Tanker (B) – Brush (U) – Utility (A) - Ambulance (M) - Medic

Rhodes (11)	State Center (12)	Clemons (13)	Melbourne (14)	Liscomb (15)	Albion (16)
E-110	E-120	E-130	E-140	E-150	E-160
T-112	E-121	E-131	E-141	T-152	E-161
B-115	T-122	E-132	T-142	B-155	T-162
M119	B-125	B-134	T-143	B-156	T-163
	B-126	B-135	B-145	M-159	B-165
	U-128	B-136	B-146		B-166
	A-129	U-137	U-148		M-169
			M-149		

Haverhill (18)	Laurel (19)	Ferguson (20)	Green MTN (21)	Gilman (22)	LeGrand (23)
E-180	E-190	E-200	E-210	E-220	X
T-182	T-192	T-202	E-211	E-221	X
B-185	B-195	B-205	T-212	T-222	X
B-186	U-198		B-215	B-225	X
U-188			B-216	B-226	X
				U-228	X
				M-229	X

City of Marshalltown

**Emergency Support Function 5
Emergency Management**

ESF-5

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Appendix

1. EOC Setup
2. EOC Section Chief Descriptions
3. EOC Operations Plan
4. City Map

Record of Changes

[illegible]

Primary & Supporting Agencies

Primary Agency: City of Marshalltown – Mayor/Mayor Pro-Tem

Support Agencies:

City

Director of Disaster Services/City Administrator
City Departments

County

Marshall County Emergency Management

State

Iowa Department of Homeland Security & Emergency Management

Federal

FEMA

Introduction

Purpose

Emergency Support Function (ESF) 5 – Emergency Management coordinates emergency operations from the City of Marshalltown Emergency Operation Center (EOC) utilizing the Incident Command System and provides emergency information to the public through **ESF 15 – Public Information**.

ESF-5 collects, analyzes, and shares information regarding a potential or actual emergency or disaster to enhance the response and recovery activities in the City of Marshalltown. ESF-5 supports overall activities for incident management, maintains the EOC in a state of readiness, and provides operational guidance to personnel assigned to work in the EOC.

ESF-5 makes appropriate notifications and interfaces with City, County, State, and Federal agencies and, if required, coordinates with the Iowa Homeland Security and Emergency Management Duty Officer for additional assistance.

Scope

ESF-5 coordinates support for all departments and agencies within the City of Marshalltown from preparedness to response to recovery. It facilitates multiagency coordination and is responsible for alerting and notifying the public and deploying emergency response teams to most affected areas.

ESF-5 is structured to coordinate information and planning activities from the Marshalltown EOC, an alternate EOC, Multiple Area Command, Unified Command, or Incident Command Post. Activities within the scope of this ESF include, but are not limited to:

Mitigation

- Identify potential mitigation opportunities from previous damage assessments.
- Apply for funding through federal and state pre and post-disaster mitigation grant programs for mitigation measures identified in hazard mitigation plans.
- Provide education and awareness to jurisdictions and the public sector including businesses, private non-profit groups as well as the public.

Preparedness

- Develop Standard Operating Procedures/Guidelines for the EOC.
- Ensure critical computer systems as resources are available, including maps, critical facility information, evacuation studies, demographics, and critical city/county data.

- Identify deficiencies in plans and determine appropriate corrective action.
- Utilize established alert and notification measures.
- Facilitate multiagency coordination and planning.
- Update Hazard Assessment and Risk Analysis.
- Incorporate Geographical Information System capabilities to support emergency management functions.

Response

- Coordinate with the County on emergency response activities.
- Activate City EOC and staff ESFs as necessary.
- Contact Marshall County EMA Coordinator for information transfer to the IHSEMD duty officer and submit situation reports as appropriate.
- Alert and/or preposition resources or assets for quick response.
- Ensure that all responding agencies maintain a Common Operating Picture.
- Facilitate information flow and maintain situational awareness.
- Monitor mutual aid activities including private organization assets.
- Assist with or monitor public information activities. See also ***ESF 15 – Public Information***.
- Receive and process requests from Incident Command for specific state and federal emergency and disaster related assets and services.

Recovery

- Coordinate with the government officials on short-term and long-term recovery operations and recovery planning.
- Compile and verify, in coordination with the Marshall County EMA Coordinator, preliminary damage assessment information from preliminary damage assessments.
- Coordinate with the Marshall County EMA Coordinator concerning state and federal assets to support the City in supplemental emergency or disaster assistance.

- Track and document reimbursement expenses.
- Conduct after-action critique of the overall response and recovery efforts and update plans as necessary.

Policies

Federal

Public Law 93-288 – Disaster Relief Act of 1974, as amended – *Robert T. Stafford Act*

Public Law 81-920 – Federal Civil Defense Act of 1950, as amended – *Civil Defense Act*

State

Code of Iowa, Chapter 29C – *Emergency Management and Security*

Iowa Administrative Code, Section 605, Chapter 7 – *Local Emergency Management*

Iowa Administrative Code, Section 605, Chapter 103 – *Local Emergency Planning Committees*

County

The County Board of Supervisors and the Marshall County Sheriff has executive authority for the direction and control of emergency operations under Iowa Code Chapter 29C. The Marshall County Emergency Management Coordinator, appointed by the Local County Emergency Management Commission, will act as a disaster advisor to the cities and County Board of Supervisors. The local emergency manager has the day-to-day authority and responsibility for overseeing emergency management programs and activities.

The Emergency Management Coordinator works with chief elected and appointed officials to ensure that there are unified objectives with regard to the jurisdiction's emergency plans and activities.

City

The City of Marshalltown Code of Ordinances, Chapter 34, outlines the structure and authority in a Civil Emergency. The Mayor, in his/her sole discretion, shall determine and declare that a state of public emergency exists in order to activate specific authorities allowed under the Code of Iowa. The City Administrator, acting as the Director of Disaster Services, works with the Mayor to ensure the Emergency Operations Plan is activated and followed.

City of Marshalltown Multi-Hazard Emergency Operations Plan and Emergency Support Functions have been created to provide more specific direction and guidance in the roles and responsibilities for disaster preparedness, response, recovery and mitigation. The City also maintains a Flood Management Plan and a Debris Management Plan.

Situations & Planning Assumptions

Situations:

- Acts of Nature (i.e., ice storms, snow, floods, earthquakes, tornadoes) may result in emergencies that require activation of the City EOP & EOC.
- The Marshalltown Emergency Operations Center is located at 909 S. 2nd Street. The alternate EOC is located at the Marshall County Sheriff's Office, 2369 Jessup Avenue.
- The EOC has an adequate tornado shelter. The alternate EOC has an adequate tornado shelter.
- The EOC has the capability for controlled access. The alternate has the capability for controlled access.
- The EOC has backup or emergency power. The alternate EOC has backup or emergency power.
- Primary communications are available at the EOC. Primary communications are available at the alternate.
- Hazards have been identified in the Marshall County Hazard Analysis and Risk Assessment. Incidents involving national events (e.g. terrorism, massive disasters requiring mutual aid/resources) may involve partial EOC activations or briefings.

Planning Assumptions:

- During large-scale incidents or emergencies, City resources may be over extended.
- Liaisons may be utilized either on scene or within the EOC to ensure communications among agencies. Mutual Aid Agreements and Memorandums of Understanding are available to ensure a quick response to affected areas.
- Primary and alternate EOC locations are available and prepared for extended emergency operations.
- The EOC is staffed according to size and scope of the incident and recovery process.
- Areas impacted the most severely are priority for assistance and support.
- Complete information may not be available initially, which will make situational awareness difficult.
- Reporting from affected areas to the EOC will improve as communications are established; however, if the communications infrastructure has been damaged information transfer could be delayed.

Concept of Operations

General

The Mayor, or Mayor Pro Tem in the absence of the Mayor, shall serve as the primary agency for this ESF. The City Administrator/Director of Disaster Services will serve as the ESF Coordinator and will assure the development and maintenance of Standard Operating Procedures and/or Standard Operating Guidelines for the EOC.

The City Administrator/Director of Disaster Services will ensure that City Staff is provided with and trained upon the emergency plans and EOC procedures/guidelines.

The Emergency Management Program includes the Mayor/Mayor Pro Tem, Director of Disaster Services and Department Heads. Additionally, budget, policies, hazard identification and risk assessment, mitigation strategies, resource management, mutual aid agreements, emergency operations and recovery plans, disaster exercises, damage assessment, communication and coordination, memorandums of understanding, standard operating guidelines, coordinator and county disaster training, public information, incident management, and other areas of areas of disaster preparedness, response, recovery and mitigation.

EOC Activation/Deactivation

- The Mayor, Director of Disaster Services, or Chiefs of the Police and Fire Departments has the authority to activate/deactivate the EOC in anticipation of or immediately following an emergency or disaster affecting any part of the City.
- Requests for emergency assistance will be handled through the Marshall County Communications Center and forwarded to the appropriate City Official until the EOC is activated.
- The Marshall County Emergency Management Coordinator will respond to the City EOC if activated.
- The Marshall County Emergency Management Coordinator, in consultation with the Mayor and/or Director of Disaster Services, will immediately notify the Iowa Department of Homeland Security and Emergency Management Division Duty Officer upon activating/deactivating the EOC and activate Web EOC.
- The EOC may operate on a 24-hour basis during the emergency and staff may work up to 12-hour shifts. The Director of Disaster Services Director shall lead EOC Operations in accordance with the EOC Standard Operating Procedures/Guidelines.
- Once activated, security is provided according to ***ESF 13 – Public Safety and Security***.
- The Director of Disaster Services shall coordinate logistical support for the EOC and Field Operations Center.

EOC Activation Level Guidelines

EOC Activation Level	Description of Incident/Activities	NIMS Incident Type	Homeland Security Threat Level
1 Monitoring	- Command and General Staff positions (other than the Incident Commander) are not activated. - No written Incident Action Plan (IAP) is required. - The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene. Examples include a National Weather Service or Iowa Homeland Security and Emergency Management Division briefing	5	Green (Low)
2 Limited	- Command staff and general staff functions are activated only if needed. - Several resources are required to mitigate the incident. - The incident is usually limited to one operational period in the control phase. - The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority is updated. - No written Incident Action Plan (IAP) is required but a documented operational briefing will be completed for all incoming resources. - May include operational plans including objectives and priorities. Examples include a special event or flood/tornado/blizzard warning, localized damages, etc.	4	Blue (Medium)
3 Partial	- When capabilities are exceeded, the appropriate EOC positions should be added to match the complexity of the incident. - Some or all of the Command and General Staff positions may be activated, as well as ESF's - The incident may extend into multiple operational periods. - A written IAP may be required for each operational period. Examples include a chemical leak with evacuation or a hostage stand-off.	3	Yellow (Significant)
4 Full	- Incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. - Incident may require the response of resources out of area, including mutual aid or state resources, to effectively manage the operations, command, and general staffing. - Most or all of the Command and General Staff positions are filled. - A written IAP is required for each operational period. - Many of the ESF positions are needed and staffed. - A Joint Information Center may be established with multiple agency PIOs. - Incident may include multiple counties. Web EOC may be used. - Damage assessments, shelter sites, or coordination with state/federal officials may be required. - All EOC staff shall keep logs & utilize message handling. This may include status boards, Web EOC, resource tracking, and recovery planning. Examples include a devastating storm or flood.	2	Orange (High)
5 Advanced	- This type of incident is the most complex, involving all of the above procedures/resources for lesser incidents and requiring national resources to safely and effectively manage, operate and recover. - All Command and General Staff positions are activated. Most ESF positions are activated. - The agency administrator will have routine briefings. - All EOC staff shall keep logs and utilize message handling. This may include status boards, Web EOC, resource tracking, and recovery planning. - This will most likely be a very long-term event with long-term recovery issues. - State & Federal agencies will be involved. - There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions. Examples include a 9/11 terroristic attack or a Katrina level disaster.	1	Red (Severe)

Coordination

- The City/County shall provide for all provisions of the Iowa Code dealing with local emergency management.

- In the event of a disaster, the Mayor and/or the Director of Disaster Services shall direct operations of the City.
- All emergency operations shall be performed in accordance with Federal and State law, as well as the Ordinances of the City of Marshalltown, which cover mutual aid, emergency expenditures, workers compensation, etc.
- All emergency operations will be coordinated through the appropriate ESF.
- All reports received shall be acknowledged and authenticated.
- Periodic briefings with all City Officials and EOC Staff shall occur at regular intervals. Emergency information is shared with the appropriate levels of government in a timely manner.
- Primary communications will be through normal systems. All emergency communications facilities will be controlled from the EOC. Communications available to the EOC are in ESF 2.
- Major incidents may require an accountability system, identification card, or credentialing system that will be coordinated with local emergency management.

Requests for Assistance

- The City, in conjunction with the Marshall County EMA Coordinator, will implement mutual aid agreements or memorandums of understanding within County agencies and neighboring jurisdictions first.
- In the event that mutual aid resources are not sufficient to meet requirements, the Mayor or Director of Disaster Services, in conjunction with the Marshall County EMA Coordinator, may request assistance from the State.
- The channel for requesting assistance from state or federal resources will be through the EOC to the Marshall County EMA Coordinator.

Actions

- When there is a potential threat, the appropriate City Officials may take several actions, including but not limited to activating the Marshalltown Emergency Operations Center.
- When an incident occurs or is about to occur, the appropriate City Official activates ESF 5 by increasing staffing and operational readiness at the Marshalltown EOC. Actions, in conjunction with the Marshall County EMA Coordinator, include alert, notification, and situation reporting in coordination with the Governor's Office and FEMA Region VII.
- Once activated and operational at the Marshalltown EOC, ESF 5:

- Maintains constant communications and convenes periodic briefings with all appropriate parties to coordinate the joint City, County, State, and Federal operations, as necessary.
- Provides situation reports and other information as required to the Iowa Homeland Security and Emergency Management Division, the Governor's Office, State agencies and Federal counterparts, in accordance with City EOC standard operating procedures, guidelines, and protocols.
- Coordinates with supporting agencies and establishes reporting and communications protocols with the activated functions.
- Develops the initial Incident Action Plan outlining operations priorities and coordinates with other ESFs to implement the plan.
- Develops the schedule for staffing and operating the Marshalltown EOC from activation to stand-down.

Incident Planning and Management Activities

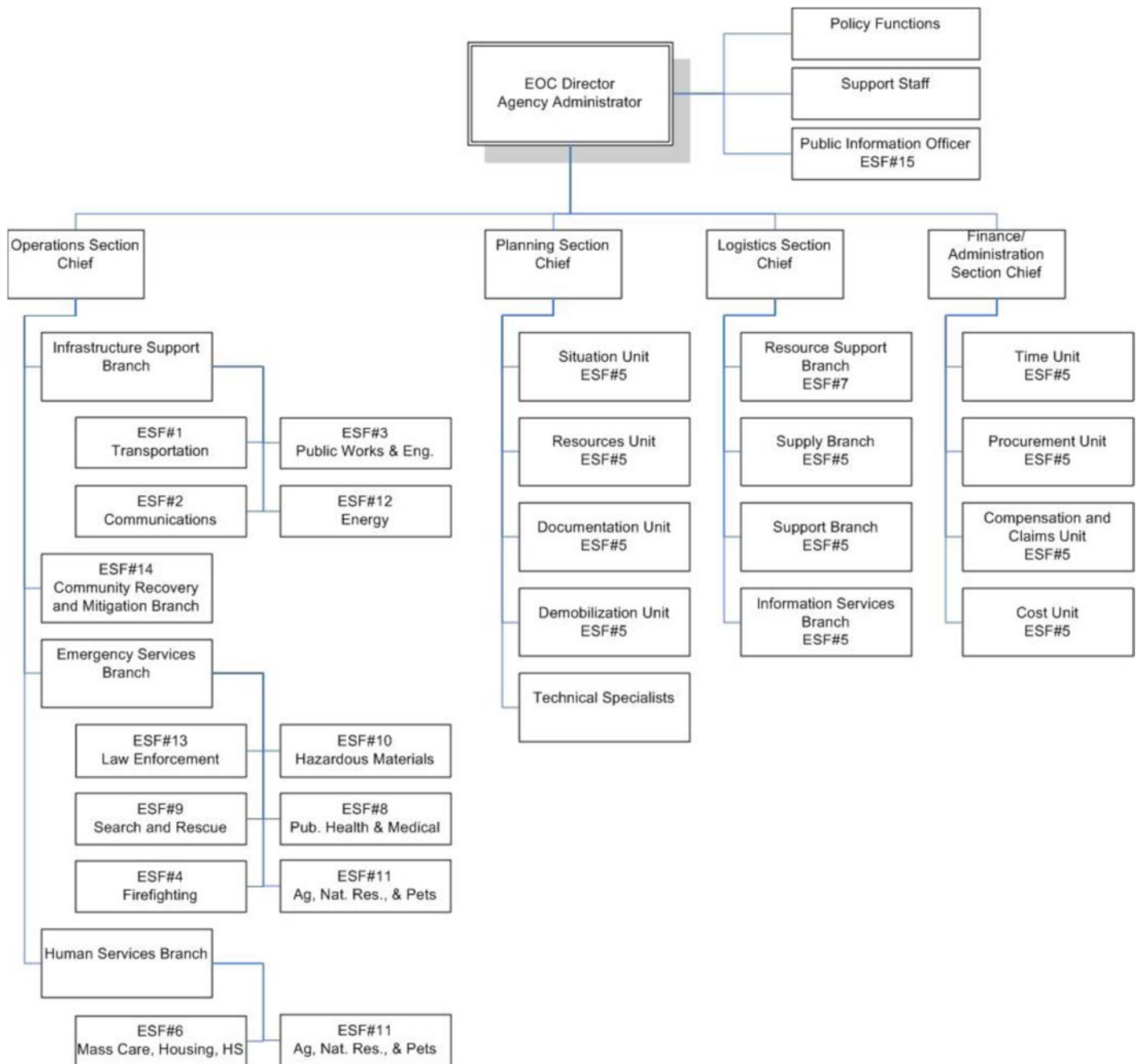
- In coordination with City, State agencies and volunteer organizations, ESF-5 maintains situational awareness of the threat or incident. It also coordinates and represents the County interest in the State operational partnership and ensures that local government and individual applicants receive timely, equitable, and comprehensive assistance as provided for in State statutes and directives.
- As the operation develops from the pre-incident phase through response and into recovery, ESF-5 continues to provide immediate, short-term, and long-term planning functions in coordination with the other ESFs involved in the response.

Continuity of Government

- The City of Marshalltown will have successors to assure continuity of leadership and operations. The City will assure that all successors to their respective positions are aware of their emergency responsibilities and have the authority to fulfill those emergency responsibilities.
- All departments in the City shall identify records essential for continuity and preservation of government and provide for their protection according to the City Continuity of Operations Plan.

Organizational Structure

Establishing the EOC using ESFs allows for the utilization of the Incident Command System and other concepts and principles of the National Incident Management System during activation. An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure.



Consolidation of branches in the EOC during activation insure coordination among the various organizations. Most agencies have only one or two personnel assigned to the EOC during emergencies. Each is assigned a place on the floor plan that corresponds to the ESF in which his/her primary responsibilities lie.

Please see Appendix 2 for descriptions of the Operations, Planning, Logistics, and Finance Section Chiefs. Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Director of Disaster Services. This is to ensure that the ESF is able to maintain an accurate assessment of the disaster situation and is able

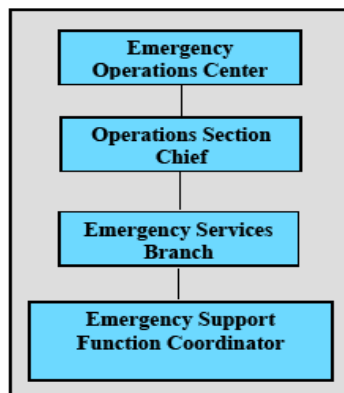
to develop short-range and long-range planning guidance for use by other potentially affected ESFs and within the EOC.

ESF Descriptions

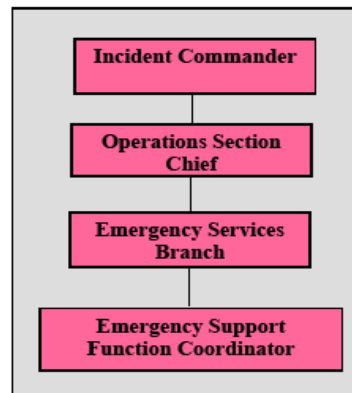
- Each ESF document, by definition, may be utilized as a stand-alone document. Most often, however, the ESFs are used in conjunction with one or more additional ESFs to facilitate the response to a particular event.
- Each has a unique functional responsibility; however, each ESF may be composed of one or more sub-functional groups, each geared towards a specific set of activities that might be required in an emergency.
- See the Basic Plan for more information on each ESF.

Coordination flow in the Emergency Operations Center and Incident Command Post

**MULTIPLE INCIDENTS
MULTIPLE JURISDICTIONS**
Emergency Operations Center Organization



**SINGLE INCIDENTS
SINGLE JURISDICTIONS**
Incident Command Post Organization



Roles and Responsibilities

Emergency Support Function 5 – Coordinator

The coordinator(s) has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.
- Identifying hazards and promoting the safety of all responders and volunteers.

Primary Agency

When activated in response to an incident, the primary agency is responsible for the following:

- Conducting response operations within the City of Marshalltown.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well coordination with City Officials.
- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.

- Maintaining trained personnel to support emergency response and support teams.

Support Agencies

When activated in response to an event or incident, support agencies are responsible for the following:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Primary Agency Function

Agency	Functions
Mayor/Mayor Pro-Tem	• Establishes, maintains and operates a primary and an alternate EOC using Incident Command System principles and guidelines. • Ensures the EOP is implemented. • Coordinates planning activities including immediate, short term and long range planning. • Coordinates overall staffing of EOC emergency management activities including activating ESFs. • Facilitates obtaining legal counsel when needed during times of EOC activation. • Coordinates the activities of ESF-15 Public Information, and support the Public Information Officer when activated. • Coordinates countywide damage assessments including the preliminary damage assessment and forwards to the Iowa Homeland Security and Emergency Management Division. • Conducts after-action critique of the overall response recovery efforts and develops improvement plans. • Deactivates EOC operations as appropriate and downgrade activation status. • Briefs County, State and Federal officials as to the situation. • Notifies appropriate agencies and organizations regarding EOC activation and necessary response. • Prepares timely situation reports for local authorities, EOC, State EOC, and other appropriate personnel. • Coordinates the local disaster declaration process and makes appropriate requests/notifications to Iowa Homeland Security and Emergency Management Division. • Monitors potential or developing incidents and supports the efforts of municipal and field operations. • Establish policy and make major decisions regarding emergency operations within their jurisdiction. • Designate emergency duties for department heads

Support Agency Functions

Agency	Functions
Director of Disaster Services/City Administrator	• Report to the City EOC • Ensure that City officials and County Emergency Management Coordinator have been notified, key facilities warned, sirens activated, etc. • Activate the City EOC, if not done by/in consultation with the Mayor/Mayor Pro-tem or Chief of Police or Fire (see EOC Alerting List). Make sure that it is fully operational and that EOC staff have reported or are reporting to it. • Obtain initial Uniform Disaster Situation Report (UDSR) and other relevant information. Relay this information to the Mayor and to the County Emergency Management Coordinator. • Conduct regular briefings of EOC staff as to the status of the situation. • Evaluate available resources, including personnel, by checking with EOC Staff. If deficiencies exist, take action to obtain the needed resources. • Ensure that all department/agency heads have begun to keep separate and accurate records of disaster-related expenditures.
Marshall County Emergency Management	• Coordinates with and advises the City on EOC matters. • Coordinates requests resources from outside the county and from the State. • Makes notification to CERT as needed. • Liaison between City and State and Federal Officials.
City of Marshalltown Staff	• Fill designated roles within the EOC. • Implement ESFs as assigned
Iowa Dept. of Homeland Security	• Responsible for the overall emergency coordination of state assistance if a multiple state agency response is required. • Maintains situational awareness and the Common Operating Picture. • Provides logistical support for coordinating mobilization centers/staging areas, transportation of resources, public health and medical elements, disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations.

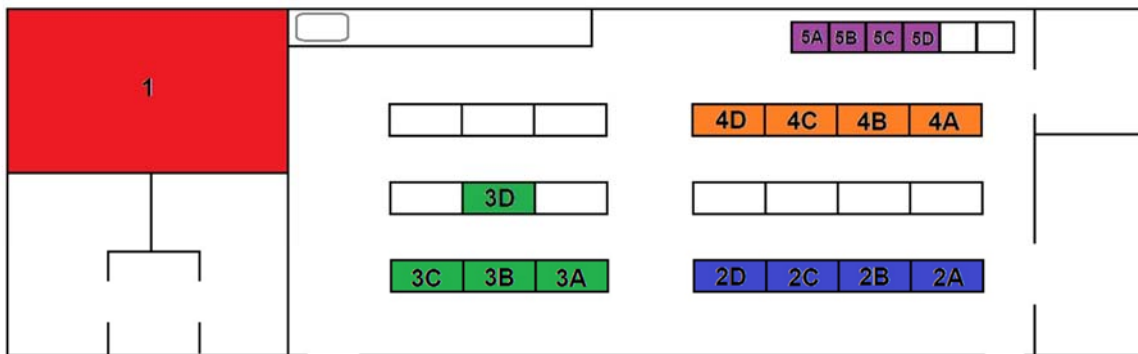
	• Assists in coordinating transportation to support evacuating patients who are too seriously ill or otherwise incapable of being evacuated in general evacuation conveyances. • Assists with the Iowa Mutual Aid Compact by disseminating requests for resources, identifying potential resource providers, and coordinating resource tracking and management. • Manages and coordinates state teams in areas of: Incident Management Team, Iowa Task Force (USAR), WMD and SWAT Teams. • Iowa Disaster Human Resource Council may assist with long-term recovery casework, coordinating volunteers and resource management. • Safeguard Iowa may assist with resource identification and coordination among participating businesses. • Coordinates Iowa Disaster Medical Assistance Team. • Coordinates Iowa Veterinary Rapid Response Team. • Coordinates Bomb Squad/EOD Teams. • Coordinates Emergency Management Assistance Compact with other states for resources. • Coordinates requests for National Guard, mobile communications vehicles, and other State agencies/resources through the State EOC. • Coordinates statewide disasters using Web EOC ® for a common operating picture and situational awareness. • Coordinates damage assessment information from counties and make appropriate requests for Federal Assistance. • Coordinates statewide information using newsletters and mass media systems.
FEMA	• Conducts operational planning, coordinating with other Federal agencies at both the national and regional levels. The regional offices coordinate with their respective States to develop unified Federal-State response plans. • Activates and convenes Federal emergency assets and capabilities to prevent and respond to incidents that may require a coordinated Federal response, and coordinates with State and tribal emergency management organizations.

	• Coordinates Federal preparedness, response, recovery, and mitigation planning activities including incident action, current, and future operations planning. • Coordinates the use of remote sensing and reconnaissance operations, activation and deployment of assessment personnel or teams, and geospatial and geographic information system support needed for incident management. • Coordinates overall staffing of Federal emergency management activities at multiagency coordination centers, including which ESFs are activated, the size and composition of the organizational structure, the level of staffing at the above facilities, and the key personnel required.
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ESF Development, Testing, and Maintenance

Refer to the City of Marshalltown Emergency Operations Plan for ESF development, testing, and maintenance.

Appendix 1 – EOC Setup



CITY OF MARSHALLTOWN EMERGENCY OPERATIONS CENTER

1. DIRECTOR OF DISASTER SERVICES/MAYOR
*SUPPLY STORAGE

2. OPERATIONS SECTION
a. Law Enforcement
b. Fire Department
c. Infrastructure/Public Works, Engineering
d. Human Services

3. PLANNING SECTION
a. Documentation Unit
b. Resource Unit
c. Recovery/Mitigation Unit
d. Demobilization Unit

4. LOGISTICS SECTION
a. Resource Procurement
b. Volunteer Coordinator
c. Supply Branch
d. Information Services

5. FINANCE SECTION
a. Time Unit
b. Procurement Unit
c. Compensation/Claims Unit
d. Cost Unit

Appendix 2- Section Chief Descriptions and Duties

Finance Officer

Purpose: The Finance Officer (FO) is responsible for as they pertain to activities directly controlled by the EOC: identifying funds available for emergency operations, developing spending plans, documenting cash and in-kind expenditures, and tracking any damage claims. The City is responsible for collecting this information for activities directly overseen.

Training: As a minimum, the FO should have completed IS 100, IS 700, and IS 775. They should also receive training from the EMA on EOC activation and operational procedures.

Resources:

‘Go’ Kit

Duties:

Preparation:

- ☐ Provide and ensure contact information for activation procedures is current.
- ☐ Participate in quarterly activation drills.
- ☐ Prepare and maintain a ‘go’ kit to perform duties up to 12 hours to include points of contact, computer connectivity, and cell phone.

Activation:

- ☐ When notified of activation via phone, e-mail, or text proceed to the City EOC or other location as identified with ‘go’ kit.
- ☐ Obtain briefing from EOC Manager
- ☐ Sign-in and establish connectivity with representatives for financial issues within the disaster area.
- ☐ Develop situational awareness by reviewing “sit-reps”
- ☐ Begin tracking funding sources available to fund EOC emergency response activities.
- ☐ Begin tracking emergency response cash and in-kind expenditures using the Cost Log or the appropriate FEMA forms.
- ☐ Begin tracking all damage claims using the Damage Claims Log.
- ☐ Identify applicable financial guidelines and policies, constraints and limitation.

Shift Duties:

- ☐ Track priorities, task, and resource status for FO specific issues.

- ☐ Document all financial costs of the incident including documenting for possible cost recovery for services and supplies.
- ☐ Determine financial requirement for planned and expected operations.
- ☐ Confirm procurement guidelines from the EOC Director or Manager.
- ☐ Determine the potential for rental or contract services.
- ☐ Ensure proper tax documentation is completed.
- ☐ Assess potential for legal claims arising out of incident activities
- ☐ Participate in planning to identify future needs.
- ☐ Coordinate media issues with ESF 15 Public Information
- ☐ Attend and provide input to planning meetings for the Incident Action Plan (IAP)
 - ☐ Provide financial cost and cost-analysis input.
 - ☐ Provide financial summary of current operations.
 - ☐ Prepare forecasts on cost to complete operations.
 - ☐ Provide cost benefit analysis as requested.
 - ☐ Obtain information on status of incident, planned operations, changes in objectives, use of personnel and equipment.
- ☐ Maintain and ensure completeness of documentation needed to support claims for injury and property damage.
 - ☐ Injury information should be kept on contracted personnel formally assigned to the incident, as well as paid employees and mutual aid personnel.
- ☐ Ensure all personnel time records reflect incident activity and that records for non-agency personnel are transmitted to home agency or departments according to policy.
- ☐ Continue to gather and document information on the following:
 - ☐ Equipment & Personnel time
 - ☐ Accident & Injury Reports
 - ☐ Potential or existing claims
 - ☐ Materials and supplies purchased and/or rented
- ☐ Assist Logistics and all ESF's with resource procurement
 - ☐ Identify vendors for which open purchase orders or contacts must be established
 - ☐ Negotiate ad hoc contracts

Shift Change:

- ☐ Provide overall situation update.
- ☐ Review the status of all priorities, task, and resources request.
- ☐ Review all e-mail action items not completed.
- ☐ Review all media issues.
- ☐ Review any changes to Points of Contacts.
- ☐ Review the status of plans.

Logistics Officer

Purpose: The Logistics Officer (LO) acts as the procurement official and provides overall incident support to all ESF's. This position can be combined with ESF 7 Resource Management.

Training: As a minimum, the LO should have completed IS 100, IS 700, and IS 775 and be proficient in the use of WebEOC. They should also receive training from the EMA on EOC activation and operational procedures.

Resources:

'Go' kit

Duties:

Preparation:

- ☐ Provide and ensure contact information for activation procedures is current.
- ☐ Participate in activation drills and training when initiated
- ☐ Prepare and maintain a 'go' kit to perform duties up to 12 hours to include points of contact, computer connectivity, and cell phone.

Activation:

- ☐ When notified of activation via phone, e-mail, or text proceed to the City EOC or other location as identified with 'go' kit.
- ☐ Obtain briefing from EOC Manager
- ☐ Sign-in and establish connectivity with representatives for logistical issues within the disaster area.
- ☐ Develop situational awareness by reviewing sitreps from the affected communities located in the folder for the specific incident under the county sitrep tab on WebEOC .
- ☐ **For the first person Activated:** Copy the XX XX XX **Logistics Specific Resource Task Sheet** template from the Common Forms, then rename it using the incident name to create an incident specific Logistics Resource Task List for the incident.
- ☐ Identify service and support requirements for planned and anticipated operations.

Shift Duties:

- ☐ Track priorities, task, and resource status for LO specific issues.
- ☐ Coordinate and process requests for resources with ESF 7- Resource Management
 - o Receive demobilization plan from the Planning Section
 - o Recommend release of resources
- ☐ Assess adequacy of current Incident Communications Plan (ICS Form 205)

- ☐ Participate in planning meetings and the development and review of the Incident Action Plan (IAP)
 - ☐ Ensure ICS 205 Communications Plan is complete
 - ☐ Ensure ICS Form 206 Medical Plan is prepared
- ☐ Coordinate media issues with ESF 15 Public Information
- ☐ Ensure all actions are documented on ICS 214 Unit Log form.

Shift Change:

- ☐ Provide overall situation update.
- ☐ Review the status of all priorities, task, and resources request.
- ☐ Review all e-mail action items not completed.
- ☐ Review all media issues.
- ☐ Review any changes to Points of Contacts.
- ☐ Review the status of plans.
- ☐ Review meeting cycle for City EOC
- ☐ Submit all documentation to the Documentation Unit

Deactivation of the LO Position:

- ☐ Notify all points of contact associated with the response of the Logistics deactivation time.
- ☐ Scan all documents that need to be retained and provide them electronically to the Marshall Co EMA.
- ☐ Participate in or provide inputs to the EOC Director for After Action Report for Marshall Co EMA.
- ☐ Confirm deactivation with EOC Director.

Planning Officer

Purpose: The Planning Officer (PO) is responsible for providing planning services of the incident. This includes collections, evaluation, dissemination and use of information concerning the development of incident action plans (IAP)

Training: As a minimum, the PO should have completed IS 100, IS 700, and IS 775 and be proficient in the use of WebEOC. They should also receive training from the EMA on EOC activation and operational procedures.

Resources:

‘Go kit’

Duties:

Preparation:

- ☐ Provide and ensure contact information for activation procedures is current.
- ☐ Participate in activation drills and training when initiated
- ☐ Prepare and maintain a ‘go’ kit to perform duties up to 12 hours to include points of contact, computer connectivity, and cell phone.

Activation:

- ☐ When notified of activation via phone, e-mail, or text proceed to the City EOC or other location as identified with ‘go’ kit.
- ☐ Obtain briefing from EOC Manager
- ☐ Develop situational awareness by reviewing sitreps
- ☐ **For the first person Activated:** Copy the **XX XX XX ESF Specific Resource Task Sheet** template from the Common Forms then rename it using the incident name to create an incident specific Planning Resource Task List for the incident.
- ☐ Determine time and location of first Planning Meeting

Shift Duties:

- ☐ Track priorities, task, and resource status for PO specific issues.
 - ☐ Determine current resource status and situation status/intelligence (ICS Form 201)
 - ☐ Determine incident objectives and strategies.
- ☐ Establish a schedule for future Planning Meetings.
- ☐ Collect, analyze and display situational information.

- ☐ Compile and display incident status summary information.
 - ☐ Forward incident status summaries to all EOC positions once per operational period or as required.
 - ☐ Provide a copy to the Public Information Officer (PIO) or Joint Information Center (JIC)
- ☐ Prepare contingency plans
 - ☐ Review current and projected incident and resource status.
 - ☐ Develop alternative strategies
 - ☐ Identify resources required to implement contingency plan.
 - ☐ Document alternatives for presentation to the EOC Manager & Director for inclusion into the IAP.
- ☐ Advise the EOC Manager and EOC Directors of any significant changes in the incident status.
- ☐ Coordinate resource status information with ESF 7 Resource Management.
- ☐ Coordinate with EOC Manager and Finance Officer on appropriate purchasing limits.
- ☐ Conduct Planning Meetings
- ☐ Supervise preparation and distribution of the written IAP within the EOC and to the Incident Commander.
 - ☐ Establish information requirements and reporting schedules for use in preparing the IAP.
 - ☐ Ensure that a detailed contingency plan information is available for consideration by the EOC Manager and Director
 - ☐ Verify that all support and resource needs are coordinated with Logistics and ESF 7 Resource Management prior to the release of the IAP
 - ☐ Include fiscal documentation forms in written IAP as requested by the Finance Section
- ☐ Oversee the preparation of the Demobilization Plan

Shift Change:

- ☐ Provide overall situation update.
- ☐ Review the status of all priorities, task, and resources request.
- ☐ Review all e-mail action items not completed.

- ☐ Review all media issues.
- ☐ Review any changes to Points of Contacts.
- ☐ Review the status of plans.
- ☐ Submit all documentation to the Documentation Unit

Deactivation of the PO Position:

- o Notify all points of contact associated with the response of the Planning deactivation time.
- o Scan all documents that need to be retained and provide them electronically to the Marshall Co EMA.
- o Participate in or provide inputs to the EOC Director for After Action Report for Marshall Co EMA.
- o Confirm deactivation with EOC Director.

Operations Officer

The Operations Officer is the Section Chief responsible for managing all tactical operations at an incident. The Incident Action Plan (IAP) provides the necessary guidance. The need to expand the Operations Section is generally dictated by the number of tactical resources involved and is influenced by span of control considerations.

Responsibilities

1. Ensure that the Operations Function is carried out including coordination of response for all operational functions assigned to the EOC.
2. Ensure that operational objectives and assignments identified in the EOC Action Plan are carried out effectively.
3. Establish the appropriate level of branch and unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly.
4. Exercise overall responsibility for the coordination of Branch and Unit activities within the Operations Section.
5. Ensure that the Planning/Intelligence Section is provided with Branch Status Reports and Major Incident Reports.
6. Conduct periodic Operations briefings for the EOC Manager as required or requested.
7. Overall supervision of the Operations Section.

Activation Phase

- ☐ Check in/sign it upon arrival.
- ☐ Report to EOC Manager.
- ☐ Set up workstation and review position responsibilities.
- ☐ Establish and maintain log that chronologically describes actions taken during your shift.
- ☐ Determine your resource needs including computer, phone, plan copies, and other references.
- ☐ Ensure that the Operations Section is set up properly and that appropriate personnel, equipment, and supplies are in place, including maps and status boards.
- ☐ Meet with Planning/Intelligence Section Chief; obtain preliminary situation briefing.

- ☐ Based on the situation, activate appropriate branches within the section. Designate Branch Coordinators as necessary: Fire and Rescue, Law Enforcement, Health and Welfare, Construction & Engineering.
- ☐ Determine need for Mutual Aid, in coordination with Incident/Unified Command.
- ☐ Request additional personnel for the section as necessary for 24-hour operation.
- ☐ Obtain a current communications status briefing from the Communications Branch Coordinator in Logistics. Ensure that there is adequate equipment and frequencies available for the section.
- ☐ Determine estimated times of arrival of staff from the Personnel Branch in Logistics.
- ☐ Confer with the EOC Manager to ensure that the Planning/Intelligence and Logistics Sections are staffed at levels necessary to provide adequate information and support for operations.
- ☐ Coordinate with the EOC Manager regarding the need for Agency Representatives in the Operations Section.
- ☐ Establish radio or cell-phone communications with Incident/Unified Command operating at the scene(s), and coordinate accordingly.
- ☐ Determine activation status of other EOCs in the Operational Area and establish communication links with their Operations Sections if necessary.
- ☐ Based on the situation known or forecasted, determine likely future needs of the Operations Section.
- ☐ Identify key issues currently affecting the Operations Section; meet with Section personnel and determine appropriate section objectives for the first operational period.
- ☐ Review responsibilities of branches in section; develop an Operations Plan detailing strategies for carrying out Operations objectives.
- ☐ Think ahead; anticipate situations and problems before they occur.

Operational Phase

- ☐ Ensure that all section personnel are maintaining their individual position logs.
- ☐ Ensure that situation and resources information is provided to the Planning/Intelligence Section on a regular basis or as the situation requires, including Branch Status Reports and Major Incident Reports.

- ☐ Ensure that all media contacts are referred to the Public Information Branch.
- ☐ Conduct periodic briefings and work to reach consensus among staff on objectives for forth-coming operational periods.
- ☐ Attend and participate in EOC Manager's Action Planning meetings.
- ☐ Provide the Planning/Intelligence Section Chief with the Operations Section's objectives prior to each Action Planning meeting.
- ☐ Work closely with each Branch Coordinator to ensure that the Operations Section objectives, as defined in the current Action Plan, are being addressed.
- ☐ Ensure that the branches coordinate all resource needs through the Logistics Section.
- ☐ Ensure that intelligence information from Branch Coordinators is made available to the Planning/Intelligence Section in a timely manner.
- ☐ Ensure that fiscal and administrative requirements are coordinated through the Finance/Administrative Section (notification of emergency expenditures and daily time sheets).
- ☐ Brief the EOC Manager on all major incidents.
- ☐ Complete a Major Incident Report for all major incidents; forward a copy to the Planning/Intelligence Section.
- ☐ Brief Branch Coordinators periodically on updated information you may have received.
- ☐ Share status information with other sections as appropriate.

Demobilization Plans

- ☐ Deactivate your assigned position and close out logs when authorized by the EOC Manager.
- ☐ Complete all required forms, reports, and other documentation. All forms should be submitted to the Planning/Intelligence Section, as appropriate, prior to departure.
- ☐ Be prepared to provide input to the after-action report.
- ☐ Ensure relief person, if applicable, is thoroughly briefed before leaving workstation.
- ☐ Clean up work area.
- ☐ Make sure all contact information is up to date.

Iowa Homeland Security Region One

Marshall County

Emergency Support Function 6

Evacuation, Mass Care, Housing, and Human Services

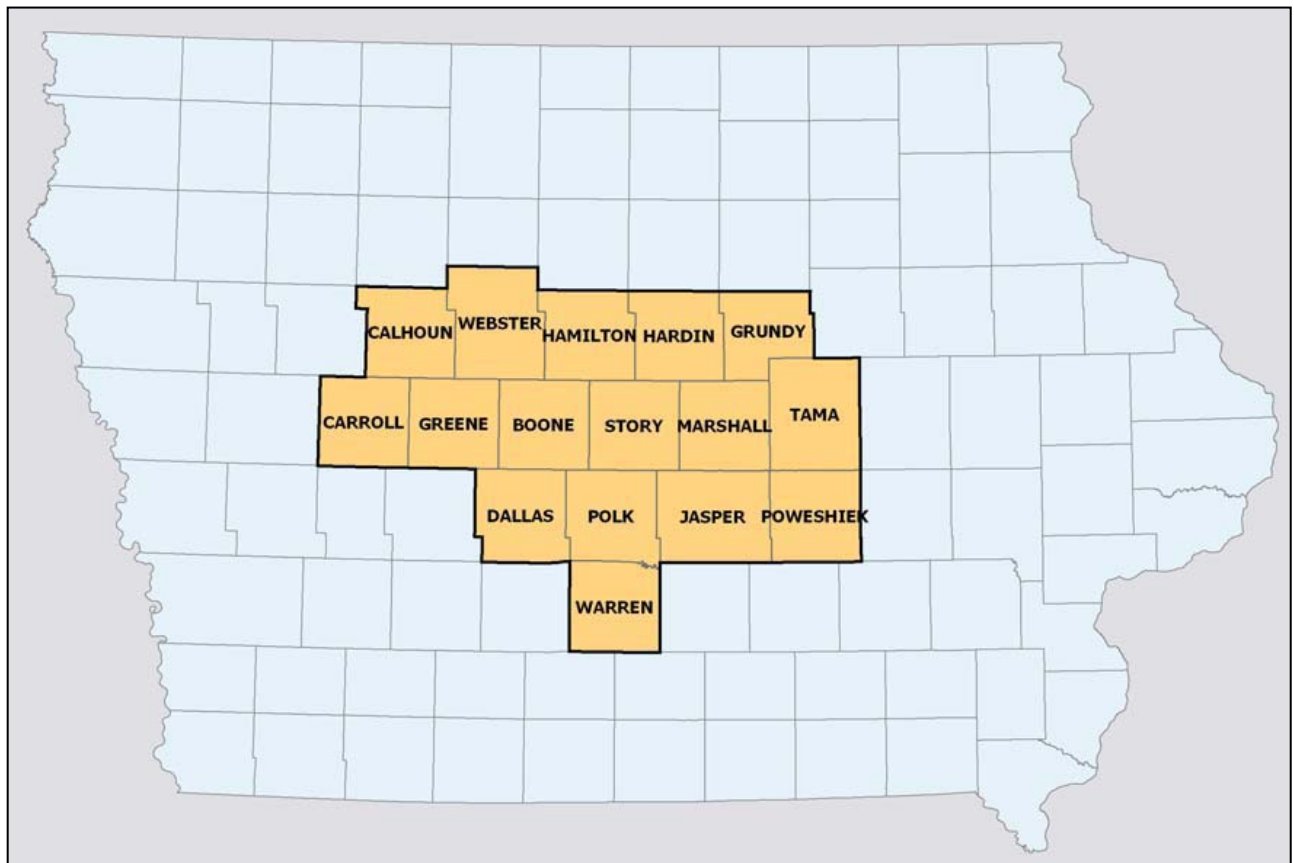


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Appendices:

- 1. Contact List
- 2. ARC shelter model list

Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)

Primary and Supporting Agencies

ESF Coordinators: Iowa Rivers Chapter of the American Red Cross & Salvation Army of Marshalltown

Primary Agencies:

Marshall County Emergency Management Agency

American Red Cross

Salvation Army

Support Agencies:

City/County

911 Communications

Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services

Marshall County Commission on Veteran's Affairs

Marshall County Community Services

Marshall County Department of Public Health

Marshall County Engineer's Office

Educational Institutions (elementary, middle, high schools, and colleges)

Emergency Medical Services

Hospitals/Medical Centers

Local Fire Departments

Local Housing Authority

Local Law Enforcement

Local Public Works

Local Transit Authority/Local School Buses

Public Information Office

State

Iowa Department of Human Services

Iowa Department of Natural Resources

Iowa Department of Public Health

Iowa Department of Public Safety

Iowa Department of Transportation

Iowa Homeland Security and Emergency Management

Iowa National Guard

State Fire Marshal

Federal

Department of Agriculture

Department of Defense

Department of Health and Human Services

Department of Homeland Security

Department of Housing and Urban Development

Department of Justice

Department of Labor

Department of Transportation

Department of the Treasury

Department of Veterans Affairs

Small Business Administration

Social Security Administration

Postal Service

Other

American Red Cross

Salvation Army

Local Churches and Religious Places of Worship

Corporation for National and Community Service

Marshall & Tama County Disaster Recovery Coalition

Introduction

Purpose

Emergency Support Function (ESF) 6 - Evacuation, Mass Care, Housing, and Human Services supports local, and nongovernmental organization efforts to address the evacuation, non-medical mass care, housing, and human services needs of individuals and/or families impacted by an impending disaster or the effects of a disaster.

Scope

The Marshall County Emergency Management Agency coordinates and leads local resources in support of local governments, as well as voluntary agencies in the performance of evacuation, mass care, housing, and human services missions.

This ESF is organized into four primary functions:

- **Evacuation.** Assistance required by individuals, families, and their communities to ensure that immediate needs beyond the scope of the traditional “mass care” services provided at the local level are addressed. These services include: support to evacuations (including registration and tracking of evacuees); reunification of families; provision of aid and services to special needs populations; evacuation, sheltering, and other emergency services for household pets and services animals; support to specialized shelters; support to medical shelters; nonconventional shelter management; coordination of donated goods and services; and coordination of voluntary agency assistance. See ESF 1 - Transportation for detailed information on routes and traffic management during evacuations.
- **Mass Care.** Includes sheltering, feeding operations for victims and emergency workers, emergency first aid, bulk distribution of emergency items, and collecting and providing information on victims to family members.
- **Housing.** Includes temporary housing options such as rental assistance, repair, loan assistance, replacement, factory-built housing, semi-permanent and permanent construction, referrals, identification and provision of accessible housing, and access to other sources of housing assistance.
- **Human Services.** Includes the implementation of disaster assistance programs to help disaster victims recover their non-housing losses. This includes programs to replace destroyed personal property and help to obtain disaster loans, food stamps, crisis counseling, disaster unemployment, disaster legal services, support and services for special needs populations and other State and Federal benefits.

Policies

ESF 6 – Evacuation, Mass Care, Housing, and Human Services will guide coordination with impacted local, and State governments and communities without regard to race, color, national origin, religion, nationality, gender, age, disability, limited or no English proficiency, political or other affiliation, or economic status.

Duplication of effort and benefits will be reduced to the extent possible.

ESF 6 supports local, State and Federal Agencies, voluntary agencies, and non-governmental organizations and addresses the functional needs of special needs populations. Functional needs may be present before, during, or after a disaster in one or more areas, including but not limited to:

- Maintenance of independence
- Communication
- Transportation
- Supervision
- Medical care

Individuals in need of additional response assistance may include those who have disabilities, who live in institutional settings, who are elderly, who are from diverse cultures, who have limited English proficiency or who are non-English speaking, who are children, or who are transportation disadvantaged.

See Appendix 6 - Special Needs Categories, Sheltering, and Transportation Requirements.

The response community recognizes the varying and special requirements of individuals who require and use the assistance of family members, personal assistants, and/or service animals, and the response community is committed to ensuring that the physical and mental health needs of these individuals are appropriately addressed and that the individuals and assistance providers remain together to the maximum extent possible during evacuation, transport, sheltering, or the delivery of other services. Service animals shall be treated as required by law (e.g., the Americans with Disabilities Act of 1990).

The response community recognizes the varying and special requirements of children and is committed to ensuring that the physical and mental health needs of children will be appropriately addressed and will remain with their families or caregivers to the maximum extent possible during evacuation, transport, sheltering, or the delivery of other services.

Situations and Planning Assumptions

Situations

- Marshall County Hazard Analysis and Risk Analysis identifies numerous hazards which could prompt an evacuation or shelter-in-place, the most common being flooding followed by hazardous materials spills or release (regardless of the cause or type of material), and fires.
- Although the county has a resident population of approximately 40,648, there is not a conceivable hazard which would require mass care of the full population. The most likely scenarios may range from a single individual to a few families to multiple people as the result of a disaster.
- Flooding primarily involves lowland agricultural areas and may include homes and businesses that are particularly flood-prone.
- Anhydrous ammonia and other toxic chemicals used in agriculture production are stored throughout the county and commonly transported during crop season, increasing the risk of mishap. In addition, the railroads routinely transport massive quantities of hazardous materials through Marshall County. See **ESF 10 – Hazardous Materials** for more information.
- The railroad currently operates lines in many of our centrally located communities along with busy intersections and heavy truck traffic – some hauling dangerous cargo. A hazardous materials release from any of the aforementioned sources may require evacuation or shelter-in-place. See also ESF 10 – Hazard Materials for more information.
- Transient populations needing mass care may involve motorists stranded due to a severe winter storm or occupants of area hotels/motels affected by an incident in their vicinity.
- Marshall County could be a host location for relocated persons from a more distant mass evacuation area. Marshall County is also a host designated for the Duane Arnold Energy Center located in Palo, Iowa. Plans are in place for the evacuation of the population in danger from possible release of radiation from the nuclear facility located in Palo.
- Cooling Centers may be established during extreme heat emergencies.
- Certain facilities and special needs groups could pose evacuation difficulties. Hospitals, nursing homes, special needs housing, non-English speaking persons, and densely populated areas such as mobile home parks, campgrounds, and Marshalltown Area Community College campus students are all areas for special concern during evacuation. There are also many large gatherings facilities that will be difficult to evacuate. Primary among these are the schools, churches, and meeting halls.
- This ESF promotes the delivery of services and the implementation of programs to assist individuals, households, and families impacted by potential or actual significant

incidents. This includes economic assistance and other services for individuals impacted by the disaster.

Planning Assumptions

- Regardless of type, size, or complexity of the incident, this ESF will be implemented through the use of National Incident Management System/Incident Command System.
- While some disaster events are slow-moving, providing ample reaction time, the worse case assumption is that there will be little or no warning to a disaster event requiring evacuation. The decision to evacuate could occur at any time, day or night.
- Support may vary depending on an assessment of incident impact(s), the magnitude and type of event, and the stage of the response and recovery efforts.
- Support and services provided will be in accordance with existing local, State and Federal statutes, rules, and regulations.
- Assigning personnel to support will be done in accordance with the rules and regulations of their respective parent agencies.
- Coordination with the following ESFs will occur in a continuous and timely manner:
 - ESF 1 - Transportation
 - ESF 3 - Public Works and Engineering
 - ESF 5 - Emergency Management
 - ESF 14 - Community Recovery and Mitigation
 - ESF 15 - Public Information
- Every attempt will be made to reduce the duplication of effort and benefits to include streamlining assistance as appropriate and identifying recovery and mitigation measures to support, local, State and Federal planning efforts.
- Assistance from mutual aid agreements, compacts, State and Federal agencies, the private sector, and non-governmental organizations is available.
- Facilities planned for mass care use will be pre-determined and available at the time of need and are adequate.
- For a localized incident a high percentage of evacuees will seek shelter with friends, relatives, hotels, or motels rather than go to established shelters.
- Essential public and private services in reception areas such as schools, hospitals, and pharmacies may be curtailed but will be continued during the disaster as much as possible.

- If the threat of an evacuation is the result of a visible hazard or is discussed in the media, some spontaneous evacuation will occur prior to implementing the order; therefore, mass care operations may have to commence early in any disaster period.
- In some cases, evacuations are difficult to conduct in phases, so severe traffic congestion should be expected. Self evacuation could occur once the public is advised of a potential problem or danger, even though the situation does not warrant an evacuation.
 - A large percent of the residents of the affected area can be expected to evacuate, given an extended danger period.
 - News reports of a hazard situation may cause some voluntary evacuation and an increase in traffic congestion in the affected area.
 - If a mandatory evacuation is directed for a small area, then voluntary evacuation of adjacent areas should be expected.
 - A large percentage of voluntary evacuees will leave because they have a safe place to go, such as relatives, friends, etc.
- Time constraints will limit ability to obtain State and Federal resources, so local government resources will likely be exhausted quickly or severely stressed.
- Evacuees will have little preparation time and will require maximum support in reception areas and shelters. Food, bedding, personal toiletries, and clothing will be needed most. Reception and shelter areas may not be fully able to handle all the evacuees.
- Some people will not evacuate, opting instead to stay at home or stay at home with their pets. Every effort will be made to accommodate people who opt to stay at home or stay at home with their pets. See **ESF 11 – Agriculture, Natural Resources, and Pets**.
- Designated evacuation routes will utilize only hard surface, all-weather roads to the greatest extent possible. Unimproved roadways will only be used during dire circumstances as a last resort.
- The Iowa Department of Transportation gives State and Federal highways higher priority during snow removal operations. Sufficiently developed county roads can be used as alternate evacuation routes if temporary closures are experienced. County school bus routes receive priority snow clearance and will also support area evacuation as needed provided the routes are hard surfaced, all-weather roads. See **ESF 1 – Transportation** for more information.

Concept of Operations

General

The Marshall County Emergency Management Agency will coordinate local response and recovery operations in close coordination with local, State and Federal agencies, and Marshall and Tama County Disaster Recovery Coalition. Initial response activities will focus on immediate mass care needs of victims. Recovery efforts are initiated concurrently with response activities.

This ESF is divided into four main areas. The principal activities for each functional area are as follows:

Evacuation

Assistance required by individuals, families, and their communities to ensure that immediate needs beyond the scope of the traditional “mass care” services provided at the local level are addressed. These services include but are not limited to: support to evacuations (including the registration and tracking of evacuees); reunification of families; provision of aid and services to special needs populations; evacuation, sheltering, and other emergency services for household pets and services animals; support to specialized shelters; support to medical shelters; nonconventional shelter management; coordination of donated goods and services; and coordination of voluntary agency assistance.

Evacuation may include activities for the emergency needs of evacuees such as:

- Initial notification of the emergency situation and public information dissemination regarding routes, hazards, and emergency instruction.
- Identification and operation of evacuation points where assistance and guidance is provided to the public. This may include assistance and public transportation provisions for those unable to self evacuate.
- Establishment of primary and alternate Shelter Sites have been established and evaluated by the local Red Cross. Decision of which site(s) are utilized will be coordinated between the Incident Commander, the local Red Cross and the Marshall County Emergency Operations Center.
- In a mass evacuation, a system is needed to track information on individuals and families in an effort to assist with the reunification of separated family members. Tracking, locating, registering, and reuniting evacuees and survivors are activities performed at local, State, and Federal levels.
- **ESF 11 – Agriculture, Natural Resources**, and Pets ensures coordination of mass care services to provide for the safety and well-being of household pets and service animals

during evacuations and sheltering. Collaboration with ESF 8 – Public Health and Medical Services and ESF 11 – Agriculture, Natural Resources, and Pets will ensure coordination of support to household pets and service animals.

- The response community recognizes the varying and special requirements of individuals that require and utilize service animals and is committed to ensuring that the physical and mental health needs of these individuals are appropriately addressed and that the individuals and service animals remain together to the maximum extent possible during evacuation, transport, sheltering, or the delivery of other services and in accordance with the requirements of the American Disabilities Act.
- Jurisdictions and agencies may need to provide assistance and resources to support local, tribal, and the Marshall and Tama County Disaster Recovery Coalition when conventional and nonconventional congregate care systems and shelter-in-place activities are in need of additional resources. Responding agencies must ensure congregate care facilities are accessible to individuals with disabilities whenever possible. Nonconventional sheltering may include:
 - County fairgrounds for tent and recreational vehicle camping.
 - Hotels, motels, and other single-room facilities.
 - Schools and Community College campuses.
 - Temporary facilities such as tents, prefab module facilities and trains.
 - Specialized shelters and functional and medical support shelters through coordination with ESF 8 – Public Health and Medical Services.
 - Support for other specialized congregate care areas that may include respite centers, rescue areas, and decontamination processing centers.
- A donations management team may be available through local faith based organizations to support local government management with organization of volunteers and donated goods, as required. The procedures, processes, and activities for assistance to support spontaneous volunteers and unsolicited donations are defined in Appendix 7 - Volunteer and Donations Management. Support to volunteer and donations management may include the following:
 - Early Public Information messaging encouraging monetary rather than in kind donations. The Public Information Officer may promote any food be routed to existing food banks and clothing into clothing pantries/Salvation Army Stores, etc.
 - A database system to manage and record offers of donated goods and services.
 - Realtors Associations assistance in locating warehouse and support for housing unsolicited donated goods.
 - Coordination of unsolicited private and international donations.

- ESF 6 works in concert with local governments, Marshall and Tama County Disaster Recovery Coalition, faith-based organizations, and the private sector to facilitate an inclusive, multiagency, communitywide, and coordinated response and recovery effort. ESF 6 works with local officials, private nonprofit organizations, the State, and others to establish a long-term recovery strategy to address the unmet needs of individuals and families, including those with special needs. This ESF may also coordinate with the National Voluntary Organizations Active in Disaster and international relief organizations to support the efforts of local voluntary agencies and faith-based organizations. All volunteers shall be:
 - o Documented through a registration process. Volunteer hours may be used for both volunteers and equipment as a soft match for local jurisdictions for Public Assistance Grant funding. Waivers of liability may be used as a part of the registration process.
 - o Managed by a government agency or trained emergency responders.
 - o Provided with or advised to acquire or bring specific safety information and personal protective equipment, as needed.

Mass Care

Local mass care resources in coordination with voluntary organizations will provide shelter, feeding, bulk distribution, emergency first aid, and disaster welfare information.

Mass care includes activities to emergency needs of victims are described below:

- **Shelter.** Pre-identified emergency shelters includes the use of designated shelter sites in existing structures within the affected area(s), as well as additional sites designated by local government. Shelter sites shall be selected to maximize accessibility for individuals with disabilities, whenever possible. Shelter Models may include:
 - o Red Cross designated shelters
 - o Red Cross/Partner Shelters
 - o Red Cross Supported Shelters
 - o Independently Managed Shelters
- **Feeding.** Food is provided to victims through a combination of fixed sites, mobile feeding units, and bulk distribution of food. Feeding operations are based on sound nutritional standards to include meeting requirements of victims with special dietary needs to the extent possible to include appropriate handling of food. Mass care works in concert with local, and State agencies and Marshall and Tama County Disaster Recovery Coalition to distribute food supplies. This support may include private-sector feeding operations, securing food commodities, developing feeding plans, and obtaining warehouse space.

- **Bulk Distribution.** Bulk distribution includes distribution of emergency relief items to meet urgent needs through sites established within the affected area(s). These sites are used to distribute food, water, or other commodities in coordination with local, State, and Federal governmental entities and voluntary agencies and other private-sector organizations. This includes support of local, and Marshall and Tama County Disaster Recovery Coalition points of distribution for distribution of emergency relief items. Support may also include transportation and other mission-critical items.
- **Emergency First Aid.** Emergency first aid includes provision of basic first aid at mass care facilities and designated sites and referral to appropriate medical personnel and facilities.
- **Disaster Welfare Information.** Disaster Welfare Information includes services related to the provision of information about individuals residing within the affected area to immediate family members outside the affected area. It may also include services related to the reunification of family members within the affected area.

Housing (Health Services, Mental Health Services)

Housing addresses needs of victims in the affected areas and is accomplished through the implementation of programs and services designed to:

- Provide assistance for the short- and long-term housing needs of victims.
- Identify the various factors that could impact the incident-related housing needs and help develop a plan of action to provide housing assistance in the most effective, expedited, and efficient manner available at the time.
- Identify solutions for short- and long-term housing for victims, as appropriate.
- Provide victims with assistance including rental assistance, temporary housing, loans for the repair and/or replacement of primary residences, etc.

Human Services

Human Service programs provide services to assist victims. This includes:

- Coordinating and assessing the situation and implementing an appropriate plan based on the resources available to assist all victims.
- Supporting various services impacting individuals and households, including a coordinated system to address victims' incident related recovery efforts through crisis counseling and other supportive services.
- Coordinating and identifying individuals with special needs within the impacted area, to include the elderly, people with disabilities, and people communicating in languages other than English (including sign language).

- Supporting immediate, short-term assistance for individuals, households, and groups dealing with the anxieties, stress, and trauma associated with a disaster, act of terrorism, and/or incident of mass criminal violence.
- Supporting expedited processing of benefits claims (e.g., Social Security, veterans benefits, disaster unemployment assistance, and tax refunds).
- Supporting local, State, and Federal efforts to provide assistance to crime victims.
- Providing financial counseling and additional community service information.

See also, ESF 8 – Public Health and Medical Services for information on Health and Mental Services.

Organization

The Marshalltown/Marshall County Emergency Operations Center will normally have been activated because of the disaster. Overall, executive direction and control of the disaster and any evacuations, mass care, housing, and human services operations will be conducted from the Emergency Operations Center.

The Marshall County Emergency Management Coordinator will assist with coordination of all support activities. Organizational structure will be determined by the Incident Commander through the Incident Command System using National Incident Management System principals.

Roles and Responsibilities

The ESF detailed in this plan could play a role in successfully carrying out an evacuation, mass care, housing, and human services operations in Marshall County. The overall responsibility for issuing evacuation orders rests with the chief elected executives of the affected political subdivisions or their designee. However, the on-scene Incident Commander can make a decision to evacuate when there is an immediate need in order to protect lives and provide for public safety.

ESF Coordinator

Each coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Conducting pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.

- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.
- Activating appropriate support agencies.
- Coordinating government logistical and fiscal activities supporting associated priorities and activation.
- Planning and supporting regular meetings with the primary and support agencies related to preparedness, response, and recovery activities.
- Ensuring support agencies are informed and involved in all meetings.
- Ensuring primary and support agencies are reconvened post-demobilization to critique preparedness, response, recovery, and mitigation activities and developing an improvement action plan to address identified issues.
- Maintaining current list of shelter facilities and a map of public shelter locations.
- Preparing and providing shelter-in information for Marshall County residents.
- Acting as local government advisor on shelter matters.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions.
- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.

- Maintaining trained personnel to support interagency emergency response and support teams.
- Ensuring coordination with the Marshall County Emergency Operations Center and any documentation with the National Sheltering System or the Federal Emergency Management Agency on shelter occupancies/capacities, etc.
- Ensuring security and privacy for evacuees or shelter residents.
- Coordinating media interviews, if allowed, with the Public Information Officer.

Support Agencies

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

The National Incident Management System will be used during incidents. See the Marshall County Comprehensive Emergency Operations Plan (also known as the "Basic Plan") Concept of Operations.

The size of the evacuation, mass care, housing, or human services operation will determine if an Emergency Operations Center is needed. For disasters, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to ensure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the ESF in which his/her primary responsibilities lie.

The Emergency Operations Center Manager will staff the Emergency Operations Center as needed depending on the size and scope of operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected ESFs within the Emergency Operations Center. See ESF 5 – Emergency Management.

See figure below for the coordination flow in Incident Command Post and the Emergency Operations Center.

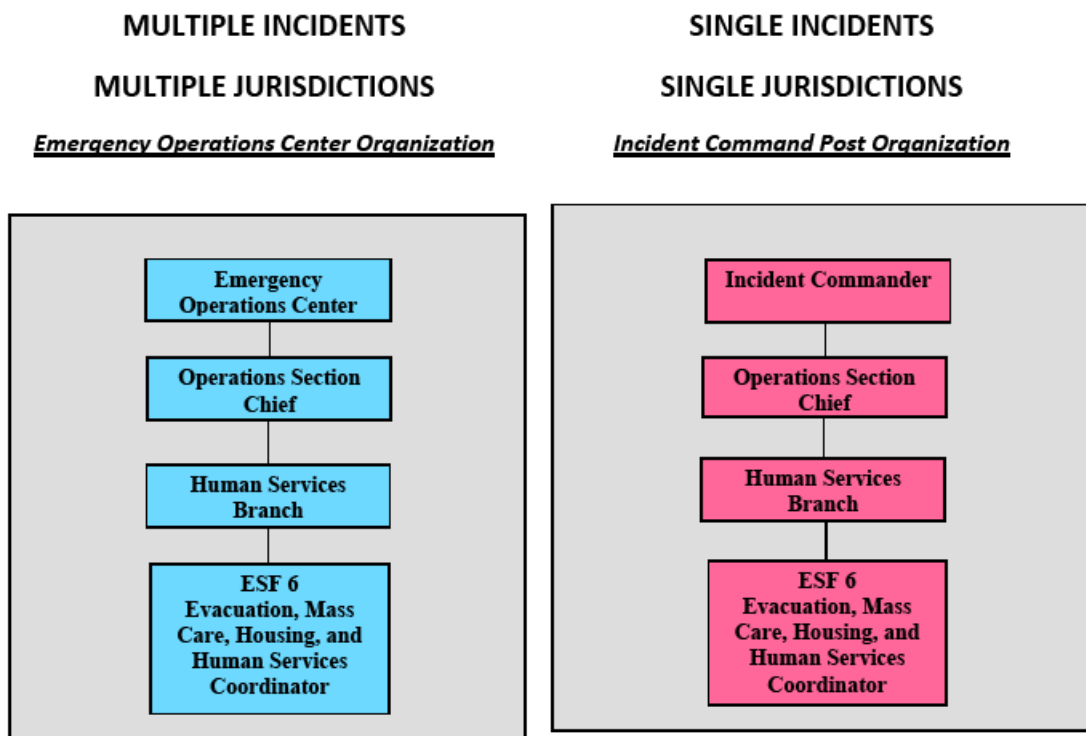


Figure 1: Coordination flow in the Emergency Operations Center and the Incident Command Post.

Primary Agency Functions

Agency	Function
Marshall County Emergency Management Agency	• Maintains primary responsibility for coordinating with other agencies for organizing and conducting a county evacuation, mass care, housing, and human services operation. • Provides leadership in coordinating and integrating overall local efforts associated with mass care, housing, and human services. • In conjunction with the Incident Commander, assesses the situation, validates resource requests, and forecasts response needs. • Assists in establishing priorities and coordinating the transition of mass care operations with recovery activities based on incident information and the availability of resources that can be appropriately applied. • Coordinates with other support agencies the available resources such as cots, blankets, meals-ready-to-eat, other initial response resources, and logistical support, including communications, as appropriate. • Assists local jurisdiction with disaster declaration process. • Coordinates Disaster Recovery Center establishment with Federal, State, and local Human Service Agencies. See ESF 14 – Community Recovery and Mitigation.
American Red Cross & Salvation Army	• Provides trained personnel and equipment for an evacuation, mass care, housing, or human services operation. • Functions as the primary organizations in coordinating the use of mass care resources. The Director of Emergency Services may appoint appropriate personnel to carry out mandated responsibilities as indicated in Act of Congress, January 5, 1905, as amended, 36 U.S.C. • Properly documents shelter roster with the National Shelter

	System/National Red Cross or FEMA. Update daily or more frequently. Share all information with the Emergency Operations Center. • Coordinates evacuee reception and care activities including registrations, lodging, and feeding facilities at a shelter or a temporary evacuation point. This effort may be supported by the Coalition for Disaster Recovery (COAD) or Volunteer Agencies Active in Disaster (VOAD) and other service organizations.
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Support Agency Functions

Support Agencies: Support agency representatives will provide technical expertise, personnel, teams and equipment in support of a evacuation, mass care, housing, or human services operation. Personnel assigned in support of the disaster will maintain close coordination with Incident Command Post representative.

Note: Support agencies are not listed in order of priority. They are all in support of the primary agency.

City/County Agencies	Functions
911 Communications	• Coordinates mass notifications as needed with the Incident Commander. • Provides information in conjunction with the PIO, to the public on evacuation routes, shelter sites and other emergency information. Incident Commander must ensure these agencies always have up to date information and know what can be provided to the public. • Routes media requests to the public information officer.
Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services (ARES and CIRAS)	• Provides alternate or additional communications for the Incident Command Post or the Emergency Operations Center when disaster response or recovery operations require communications in support of evacuation, mass care, housing, or human services activities.
Marshall County Commission on Veterans Affairs	• Manages a program to provide emergency assistance to eligible wartime veterans and their families including temporary shelter costs, utility payments, food, and health supplies. • Acts as local referral agency for elderly and/or disabled veterans and spouses. • Assists military veterans and their families in filing claims and possible placement of veterans into Veterans Homes. • Works within the established Incident Command System

	to support other objectives of the incident action plan.
Marshall County Community Services	• Provides assistance to citizens with accessing resources and services, allowing them the opportunity to improve their quality of life. • Provides assistance to citizens such as: - o Emergency rent and utilities (General Assistance) - o Donating to and obtaining furniture from the Furniture Bank - o County Veterans Affairs - o Central Point of Coordination (CPC) process for determining eligibility for funding of mental health services - o Case Management services for individuals with Chronic Mental Illness, Mental Retardation, Developmental Disabilities, and Brain Injury - o Information and referral for mental health services. • Works within the established Incident Command System to support other objectives of the incident action plan.
Marshall County Department of Public Health	• Provides public health workers to conduct general health screenings upon entering the mass care system. • Assists in the provision of medical supplies and services. • Works jointly with American Red Cross , Salvation Army and Marshall County Community Services to determine and prioritize additional physical and mental health needs. • Locates and secures supplies of food and water to supplement those in the disaster area.
Marshall County Engineer's Office	• Provides additional staff and equipment for use in the event of an evacuation, mass care, housing, or human services operations. • Maintains responsibility for maintaining evacuation routes and providing traffic control devices. • During flooding, establishes command posts at flood sites and makes recommendations to incident commander or

	the Emergency Operations Center concerning the evacuation decisions. • See ESF 1 – Transportation for more information.
Educational Institutions (elementary, middle, and high schools)	• Provide school buses, if available, for transportation of evacuees to shelters. • Provide gymnasiums, if available, for use as temporary shelters for evacuees or emergency workers.
Emergency Medical Services	• Provides emergency medical care and transportation. • Prepares for assisting walking wounded or assisting elderly/handicapped evacuees. • Provides emergency medical assistance for evacuation, mass care, housing, and human services operations.
Hospitals/Medical Centers	• Provide trained personnel and equipment for mass care of victims and emergency workers. • Provide trained personnel and equipment for mass care of evacuees at shelters.
Local Fire Department	• Maintains responsibility for fire security and assistance in warning the public. • Ensures any shelter sites are outside any existing hazard areas. • Provides assistance in an evacuation, mass care, housing and human services operations, as needed and if available. • Makes recommendations regarding operation activities. • Maintains primary responsibility for fire and hazardous materials scenes.
Local Housing Authority	• Coordinates the identification, prioritization, and provision of appropriate housing resources in the community in order to transition from temporary to mid-

	term and long-term housing for victims. • Provides information on available habitable housing units, owned or in public possession, within or adjacent to the affected area. • Provides available staff to assist when needed with mass care and housing operations. • Coordinates information on available motels/hotels with the hotel/motel association or economic development with victims or families and the Emergency Operations Center for possible mutual aid response agencies. • Works within the established Incident Command System to support other objectives of the incident action plan.
Local Law Enforcement	• Maintain responsibility for conducting actual evacuation efforts, for designating evacuation routes, providing traffic and movement control, and establishing security of the evacuated area. • Departmental or local public information officers will also assist in warning the public. Provides the Emergency Operations Center, Command Post, and Incident Commander with the communications link. • Provide additional personnel and equipment to an evacuation, mass care, housing, and human services operations, as needed and if available. • May provide or coordinate security for shelter sites, as needed and if available.
Local Public Works	• Provide additional staff and equipment for a evacuation, mass care, housing, or human services operation. • Maintain responsibility for maintaining evacuation routes and providing traffic control devices. During flooding, they may establish command posts at flood sites and make recommendations to incident commander or the Emergency Operations Center concerning the evacuation decisions. • May coordinate emergency water distribution, as needed.

Local Transit Authority/Local School Buses	• Identifies, prioritizes, and provides mass transportation to victims. This could include transportation from evacuation points to shelters, from shelters to Disaster Recovery Centers, and from shelters to mid-term and long-term housing. • Works within the established Incident Command System to support other objectives of the incident action plan.
Public Information Office	• Maintain responsibility for the collection, coordination, and dissemination of emergency public information material to the resident and transient population. • Serve as a member of the Emergency Operations Center. • Coordinate all public information activities with the Incident Command Post and the Emergency Operation Center. • Appoint a supporting staff to ensure the capability of 24-hour operations, if needed. • In the event of large scale disasters involving multiple public information entities, establish a Joint Information Center. • Ensure that dispatch centers and victims at shelter sites have up to date information. • If evacuees or shelter residents wish to talk to the media, coordinate interviews and ensure privacy of those not willing to be interviewed. • Coordinates a disaster hotline through community service agencies, 411, or volunteers. Ensure those locations have up to date information.

State Agencies	Functions
Iowa Department of Human Services	• Provides services for children who have been or are at-risk of being abused or neglected, and for children determined to be a child in need of assistance (CINA). • The food assistance program (the federal Supplemental Nutrition Assistance Program) provides nutrition to low-income Iowans and also benefits retail and agricultural economies. • Family Investment Program provides cash assistance, along with employment and training services, in return for an agreement that recipients will work toward self-sufficiency. • Provides Mental Health and Disability Services. • Provides assistance to newly arriving refugees to quickly assimilate into Iowa's population, helping them secure housing, employment, health care and other needs, and to help them become self sufficient.
Iowa Department of Natural Resources	• Provides technical assistance and environmental information for the assessment of the public health/medical aspects of situations involving hazardous materials and required evacuations. • Provides information on local conditions, act as guides along evacuation routes or to augment other law enforcement personnel in traffic control. • Provides boats to assist in evacuation during floods.
Iowa Department of Public Health	• Leads all State public health and medical response to evacuations, mass care, housing, or human services operations. • Assumes operational control of State emergency public

	health and medical response assets, as necessary, in the event of a public health emergency and provides assistance to County Public Health Departments. • In an evacuation, maintains and monitors the health standards in reception areas. • Maintains responsibility for the prevention or control of such conditions as: overcrowding, spreading of disease, and development of unsanitary conditions/practices.
Iowa Department of Public Safety	• Provides additional law enforcement capabilities. • Provides security for shelters, if required. • Coordinates traffic information with the Department of Transportation on road conditions/closures hotline for services for public and emergency access. • Provides a teletype service for law enforcement agencies for road closure and detour information. Routes of travel may be identified. • Establishes control points for traffic control, assists in maintaining order, obtains medical help and directs emergency vehicles to the proper destination within and around the disaster area.
Iowa Department of Transportation	• Provides updated information on road conditions, load bearing capacities and usability to support evacuation or rerouting of traffic. • Maintains road condition/closure website. • Provides equipment and manpower to maintain or repair roads and bridges to usable condition in support of an evacuation. • Assists in traffic control by erecting barricades, warning lights and signs, or providing manpower.

Iowa Homeland Security Emergency Management	• Maintains responsibility for the overall emergency coordination of state assistance if a multiple state agency response is required. • Maintains situational awareness and the Common Operating Picture. • Provides logistical support for coordinating mobilization centers/staging areas, transportation of resources, public health and medical elements, disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and uses of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations. • Assists in coordinating transportation to support evacuating patients who are too seriously ill or otherwise incapable of being evacuated in general evacuation conveyances.
Iowa National Guard	• At the request of the Governor, mobilizes and deploys available National Guard medical units to support local governments with available medical personnel for movement of medical special needs and other missions as needed including aero-medical evacuation and medical treatment during an evacuation. • At the request of the Governor, provides support to the Iowa Department of Public Health to assist County governments in the evacuation of patients and medical needs populations to locations where hospital care or outpatient services are available. • Provides additional personnel and equipment as needed.
State Fire Marshal	• Maintains responsibility for ensuring that adequate shelter safety standards, including fire safety are met.

Federal Agencies	Functions
Department of Agriculture	Animal and Plant Health Inspection Service: - Ensures an integrated response to provide for the safety and well-being of household pets. See ESF 11 – Agriculture, Natural Resources, and Pets. Food and Nutrition Service: - Locates and secures supplies of food, including federally owned surplus foods, to supplement those in the disaster area. - Provides statistics on the quantities and locations of food furnished by the Food and Nutrition Service. - Provides other food and nutritional assistance in accordance with ESF 11 – Agriculture, Natural Resources, and Pets. Forest Service: - If available, provides appropriate resources (e.g., cots, blankets, sleeping bags, personnel) for shelters. - Resources will be assigned commensurate with each unit’s level of training and the adequacy and availability of equipment. Rural Development: As part of the National Disaster Housing Strategy: - Provides information (location, type, owners, and/or management service) on U.S. Department of Agriculture - financed, currently available, habitable housing units that are not under lease or under agreement of sale. - Provides available U.S. Department of Agriculture staff to assist when needed with this ESF. - Provides Letters of Priority Entitlement allowing the holder of the letter (identified evacuee and/or victim) to go to the top of any U.S. Department of Agriculture waiting lists for placement in U.S. Department of Agriculture

	financed housing. Assists eligible recipients to meet emergency housing assistance needs resulting from Presidentially declared emergencies or major disasters.
Department of Defense	U.S. Army Corps of Engineers: - Fulfills mass care requirements for ice and water in coordination with this ESF. - Provides assistance by inspecting mass care shelter sites to ensure suitability and accessibility of facilities to safely shelter victims. - Provides assistance in constructing temporary shelter facilities, including accessible shelters, in the affected area, as required. - Provides temporary housing support, such as temporary structures and expedited repair of damaged homes (to include temporary roofing or other repairs that facilitate reoccupation of minimally damaged structures), as necessary.
Department of Health and Human Services	Human Services: - Executes requirements as defined under the Crisis Counseling and Training Program. - Provides support within the disaster-affected area through the deployment of pre-rostered human services assessment teams. - Provides interdepartmental policy and planning, program management, and oversight of Health and Human Services staff onsite to Health and Human Services regional staff responsible for the coordination of human services provision. - Provides assistance to State agencies that administer emergency human services programs within the Disaster Recovery Centers. - Provides subject-matter expertise, consultation, and

	technical assistance to this ESF partners on disaster human services issues (e.g., working with special needs populations, assessing child care needs, accessing Health and Human Services programs that address human services needs in an emergency, etc.). • Coordinates with lead agencies to ensure that the appropriate benefits are delivered to the impacted population. • Informs people receiving services under Health and Human Services direction about the availability of the National Emergency Family Registry Locator System and the National Emergency Child Locator Center, and facilitates their access to the system in order to assist displaced adults and medically evacuated patients in reunification with their families. Public Health and Medical Services: • Provides Health and Human Services medical workers to augment health services personnel as appropriate. • Provides medical care and mental health services for impacted populations either in or outside the shelter locations in accordance with appropriate guidelines utilized by local health agencies. • Provides technical assistance for shelter operations related to food, vectors, water supply, and waste disposal. • Assists in the provision of medical supplies and services, including durable medical equipment. • Coordinates emergency medical care in shelters as needed at the request of affected State(s) in accordance with appropriate guidelines utilized by local health agencies. Veterinary Medical Services: • Identifies and provides qualified Veterinary Medical personnel for events requiring veterinary medical services or public health support for household pets and service animals. • Coordinates and provides emergency and disaster-related veterinary medical care services to impacted animal populations (including household pets and service
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	animals) in or outside of shelter locations until local infrastructures are reestablished. • Provides veterinary public health, zoonotic disease control, environmental health, and related services.
Department of Homeland Security	Federal Emergency Management Agency Citizen Corps: • Involves community members in all-hazards emergency preparedness, planning, mitigation, response, and recovery.
Department of Housing and Urban Development	• Provides access to and information on available habitable housing units, including housing units accessible to individuals with disabilities, owned, or in Department of Housing and Urban Development possession, within or adjacent to the incident area for use as temporary housing. • Ensures that disaster victims who were receiving Section 8 Rental Assistance vouchers prior to the disaster are reintegrated into that program. • Provides available Department of Housing and Urban Development staff to assist when needed with mass care and housing operations. • When requested and funded by Federal Emergency Management Agency, administers the Disaster Housing Assistance Program for eligible applicants. • Provides housing resources for individuals certified as eligible for long-term housing. • Provides access to housing counseling services. • Provides enforcement of the Fair Housing Act and compliance with other civil rights statutes. • Provides Community Development Block Grants to support communitywide disaster recovery initiatives.
Department of Justice	• In response to an act of criminal mass victimization (mass violence, domestic or international terrorism), may

	coordinate through the Office for Victims of Crime with local, tribal, State, Federal, and voluntary agency service providers in the provision of assistance via the Antiterrorism and Emergency Assistance Program or other mechanisms. • Provides security at mass care facilities when necessary to augment the capacity of local, tribal, and State authorities.
Department of Labor	• Through the Occupational Safety and Health Administration, provides technical assistance related to worker safety and health issues. • Executes requirements as defined under the Disaster Unemployment Assistance program.
Department of Transportation	• Provides highway information and other resources related to supporting transportation activities. • Provides information on status of and plans for transportation infrastructure and operations.
Department of the Treasury	Alcohol and Tobacco Tax and Trade Bureau: • Provides Federal alcohol and tobacco excise tax refunds to businesses that have lost assets in a disaster. Bureau of the Public Debt: • Assists disaster victims by expediting replacement or redemption of U.S. Savings Bonds. • May waive the minimum holding period for Series EE and I Savings Bonds presented to authorized paying agents for redemption. Internal Revenue Service: • Assists victims with filing claims for tax refunds. • Provides tax information and assistance. • Distributes disaster kits containing tax forms and publications to help victims determine the amount of a

	causality loss deduction for destroyed property. • Provides information on ways to reconstruct destroyed financial records. • Provides copies or transcripts of previously filed tax returns free of charge to taxpayers located in the federally declared disaster area. • May postpone tax deadlines to provide extra time to file and pay before assessing any penalty or additional amount to the tax. Interest may be abated for the period of time for which an extension of time to file tax returns and pay taxes is granted because the individual or business is located in a Presidentially declared disaster area. • Executes agreement to supplement Department of Homeland Security/ Federal Emergency Management Agency tele-registration capabilities.
Department of Veterans Affairs	• May provide for food preparation and stockpiling in its facilities during the incident. • Provides for the provision of medical supplies and services. • Provides medical workers to augment health services personnel to support mass care operations, as appropriate. • Provides available facilities suitable for mass shelter. • Administers the laws providing benefits and other services to veterans and the dependents and beneficiaries of veterans. • During incident operations, provides emergency healthcare services to veteran beneficiaries in VA medical facilities, to active duty military personnel, and, as resources permit, to civilians in communities affected by national security emergencies. • Contributes to ESFs, including providing remedial infrastructure restoration, mass care services, resource (logistic) support, and health and medical services. • Works with lenders concerning foreclosure /waiver/underwriting/credit protection flexibilities related

	to Veterans Affairs issued home loans. • Provides assistance to veterans affected by disasters to help them avoid defaulting on existing home mortgages and/or foreclosure on their homes, as well as assistance for veterans with disabilities to retrofit their homes with necessary accessibility measures (e.g., wheelchair ramp). • Develops and maintains plans to make available housing assets that are habitable, to which Veterans Affairs has title and possession, for use by survivors in catastrophic disasters.
Small Business Administration	• Provides low-interest, long-term disaster loan assistance for qualified homeowners and renters, nonagricultural businesses of all sizes, and nonprofit organizations to fund the repair and replacement of disaster-damaged property. • Provides loan funds that also may include money for such things as relocation, mitigation, refinancing of existing liens, code-required upgrades, and 1-year insurance premiums.
Social Security Administration	• Manages America's major income-support programs. • Provides expedited processing of new Federal benefit claims during emergency operations.
Postal Service	• Provides change-of-address cards for victims to notify the U.S. Postal Service of relocation addresses for mail forwarding, and assists in the distribution, collection, and mailing of those cards. • Provides an electronic file of address-change information furnished by victims.
Other	
American Red Cross	• Provides Red Cross staff to work daily at Department of Homeland Security/Federal Emergency Management

	Agency regional offices in support of this ESF's Mass Care activities. • Provides specially trained liaisons to work at designated Department of Homeland Security/ Federal Emergency Management Agency locations to support this ESF's Mass Care activities as requested. • Provides subject-matter expertise on regulations, policy, and all relevant American Red Cross issues including general mass care planning, preparedness, response, and recovery activities, as well as Red Cross specific activities in these areas. • Provides information on current Red Cross mass care activities as requested prior to and during response operations. • Supports Department of Homeland Security/ Federal Emergency Management Agency in working with designated State lead agencies for mass care in planning preparedness and response activities, to include exercise participation. • Provides guidance to designated State lead agency for mass care as the State determines its needs for Federal resource support. • Promotes cooperation and coordination among government and national-level Non-Government Organizations that provide mass care services and appropriate government entities engaged in planning for response to major disasters. • Works on a case-by-case basis with Department of Homeland Security/Federal Emergency Management Agency on transient accommodations to eligible disaster victims. • Supports reunification efforts through its "Safe and Well" website and in coordination with government entities as appropriate. Facilitates and supports reunification programs in general population shelters operated by the American Red Cross. • Promotes public information sharing through its website (www.redcross.org), National Response Center, and "Safe and Well" website.
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	• The American Red Cross's role as the Nation's largest mass care service provider is separate and distinct from its role in the National Response Framework. • As the Nation's largest mass care service provider, the American Red Cross provides sheltering, feeding, bulk distribution of needed items, basic first aid, welfare information, and casework, among other services, at the local level as needed. • In its role as a service provider, the American Red Cross works closely with local, tribal, and State governments to provide mass care services to victims of every disaster, large and small, in an affected area. • In providing these services, the American Red Cross fulfills its humanitarian mission, acting on its own behalf and not on behalf of the Federal Government or any other governmental entity.
Corporation for National and Community Service	• Provides teams of trained National Service Participants (including AmeriCorps members, Learn and Serve America volunteers, and Retired and Senior Volunteer Program volunteers) to carry out a wide range of response and recovery support activities emphasizing disadvantaged communities and special needs residents, including: ○ Shelter and feeding support; and distribution of water, food, ice, and other emergency goods ○ Debris clearance, temporary roof repair, and elimination of identified health/safety hazards ○ Unaffiliated volunteer support and warehousing assistance ○ Registration and call center support ○ Case management assistance
Safeguard Iowa Partnership	Resources and Preparedness: • Maintains a secure web-based catalog of private-sector

	resources that businesses may agree to make available to emergency management officials, on either a voluntary or paid basis, in the event of a natural disaster or terrorist attack. The resource registry will allow businesses to help maintain 'continuity of community' and insure a viable and secure future. Communication and Coordination: • Assists with readiness and deployment of personnel, equipment, materials and supplies and with the most resources available. • Assists with collecting, collating, and communicating data and information to enable better decision making that minimizes social and economic impacts. • Participation at the State Emergency Operations Center supports the state's ability to respond to disasters by facilitating voluntary collaboration and information sharing among the public and private sectors. • Has adopted the Health Alert Network (HAN) technology to include the private sector for notifications. • The State of Iowa has sponsored a Safeguard Iowa Partnership portal on the Homeland Security Information Network (HSIN) to provide centralized access to information and resources concerning emergency preparedness and homeland security in Iowa.
Voluntary Organizations Active in Disaster	• Ensures all volunteers are registered and tracked, have appropriate management and safety concerns addressed, and any equipment used is also documented. • Facilitates and encourages collaboration, communication, cooperation, coordination and builds relationships among organizations and agencies to prepare for emergencies. • Provides guidance in client information-sharing, spiritual and emotional care, and longer term recovery as needed. • Provides canteen services for responders and support personnel. • Assists with Emergency Operation Center other agencies with staffing.

ESF Development, Testing, and Maintenance

Refer to the Marshall County Comprehensive Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

Appendix 6

American Red Cross Shelter Models List

American Red Cross Sheltering Models (Effective May 2006) Sheltering is among the most critical services we provide to disaster victims, and the service most frequently provided by community-based organizations. We can anticipate that future disasters such as earthquakes, hurricanes and other events that displace large numbers of people will also result in significant levels of non Red Cross sheltering and community action by faithbased and other community-based organizations. The question we must examine is how best to support and integrate these efforts into the overall relief effort in a manner that serves the clients and adds value to the agencies involved.

Model 1. Red Cross Shelters – This is the traditional Red Cross shelter model where the Red Cross occupies a facility, plans, organizes, directs and controls every aspect of the Red Cross services provided at the shelter. Under this model, Red Cross and the facility owner sign the standard Red Cross shelter agreement entitled Agreement to Permit the Use of a Facility as a Red Cross Emergency Shelter. Only Red Cross branding (signage) is used to identify this as a Red Cross administered shelter. The Red Cross assumes responsibility for all direct, documented

disaster relief related costs associated with the operation of the shelter including facility operating costs that are over and above the normal operating costs of the facility. Liability is shared by the Red Cross and the facility owner based on their respective responsibilities regarding the facility, and will be apportioned based upon the particular circumstances surrounding an incident during a Red Cross shelter operation.

Examples: Tornado, Flooding; Shelter expected to remain open for several days/weeks

Model 2. Red Cross / Partner Shelters – Very similar to traditional Red Cross shelters, these partnerships use the standard facility agreement. The primary difference is that the majority of the volunteer staffing will come from the partner agency personnel and will not be assigned by Red Cross. Under this shelter model, Red Cross partners will sign a letter of agreement stating that the partner agency's staff will be qualified and trained by the Red Cross and will volunteer as a group under the administrative control and as a part of the Red Cross disaster relief operation, since these issues are not covered in the standard facility agreement. While partner agency personnel will be expected to operate the shelter as Red Cross volunteers, the Red Cross will plan, organize, direct and control the Red Cross services provided at the shelter. The shelter will be, therefore, under the administrative control of the Red Cross. Partner agency personnel will register as Red Cross volunteers and will work as part of the Red Cross relief effort. The partner agency will maintain a unique brand identity to acknowledge its work and both agencies will display their logos in partnership. In this instance, direct service delivery related expenses will be provided for by the Red Cross. As is the case with Red Cross Shelter (Model 1.), liability is shared by Red Cross, the facility owner and the partner (who may or may not be the same) based on their respective responsibilities regarding the facility, and will be apportioned based upon the particular circumstances surrounding an incident during a Red Cross shelter operation. Required documentation to support such a relationship includes 1) Welcome Letter of Agreement to be sent to the partner agency outlining roles and responsibilities, and 2) the standard Red Cross shelter agreement entitled Agreement to Permit the Use of a Facility as a Red Cross Emergency Shelter. Example: The Red Cross has a relationship with a church. Prior to a disaster event, the church agrees to operate as a Red Cross shelter and its volunteers as Red Cross volunteers, abiding by Red Cross rules, regulations and procedures, volunteer protocols and the Disaster Code of Conduct.

Examples: Tornado, Flooding; Shelter expected to remain open for several days/weeks. May transition to a Red Cross Shelter if incident grows

Model 3 . Red Cross Supported Shelters – Shelters where a community agency wishes to extend their services to their community as a part of their own mission while maintaining administrative control of their facilities and the services provided (meaning the community agency assumes responsibility for planning, organizing, directing and controlling every aspect of the shelter and the relief services provided). Along with administrative control comes the assumption of some of the liability and fiduciary responsibility for their operations. In this case, negotiated levels of financial, logistical, material or technical support by each party to the shelter will be provided based on previous negotiations, or negotiations at the time of the event. Such community agency shelters will display a "Supported by the Red Cross" designation, and abide by the Red Cross Disaster Code of Conduct of service delivery. The required documentation to support such a relationship is the Shelter Support Services Agreement for Community Agencies.

Examples: Winter Storms w/ travel unsafe; Summer "cooling center"; "warming" shelter; Short-Term Shelter (24-72 hrs)

ROLES AND RESPONSIBILITIES				
	MODEL 1	MODEL 2	MODEL 3	MODEL 4
	Red Cross Shelters	Red Cross / Partner Shelters	Red Cross Supported Shelters	Independently Managed Shelters
Administrative Control	<i>Red Cross</i>	<i>Red Cross</i>	<i>Community Agency</i>	<i>Community Agency</i>
Shelter Operations Expenses	<i>Red Cross</i>	<i>Red Cross</i>	<i>Red Cross Assisted</i>	<i>Community Agency</i>
Adheres to Disaster Code of Conduct	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>No</i>
Red Cross Branding	<i>Red Cross Only</i>	<i>Co-logo: "In Cooperation with"</i>	<i>"Supported by Red Cross"</i>	<i>None</i>
Liability	<i>Shared</i>	<i>Shared</i>	<i>Shared</i>	<i>Community Agency</i>
Reporting and Communication	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>No</i>
Agreement to Use	<i>Standard Red Cross Shelter Agreement*</i>	1) <i>Welcome Letter of Agreement</i> 2) <i>Standard Red Cross Shelter Agreement*</i>	<i>Shelter Support Services Agreement for Community Agencies</i>	<i>None</i>

City of Marshalltown

**Emergency Support Function 7
Resource Support**

ESF-7

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6. Volunteer/Donation Call Log
7. Supply Storage Location Log

Record of Changes

[illegible]

Primary & Supporting Agencies

Primary Agency:

City of Marshalltown – Parks and Recreation Department

Support Agencies:

City

Marshalltown Police Department
City of Marshalltown Finance Department

County

Marshall County Emergency Management
Marshall County CERT

State

Iowa Homeland Security and Emergency Management

Federal

Dept. of Homeland Security- Federal Emergency Management Agency

Private/Other

Marshall County RSVP
Salvation Army
Red Cross
Volunteer Organizations Assisting in Disaster (VOAD)

Introduction and Policies

Purpose

Emergency Support Function (ESF) 7- Resource Management coordinates resources, donations, and volunteers for the affected population of Marshalltown and resource support to agencies involved in emergency response and recovery efforts in the City.

The guidance provided in this ESF is not meant to be all-inclusive, but the intent is to provide a framework for emergency managers and officials in the coordination and distribution of resources during emergencies or disasters.

Scope

ESF-7 is responsible for coordinating support to emergency response and recovery efforts during the response and recovery phase following a disaster. Some of these activities are, but are not limited to, the following:

Preparedness

- Develop a process for prioritizing requests for resources.
- Develop procedures for reimbursing private vendors for services rendered.
- Establish contracts to ensure prompt support from vendors during emergencies.
- Train ESF-7 personnel on procurement procedures.
- Develop resource inventories based on potential hazards (ice storms, flooding, etc.).
- Coordinate with ESF 1- Transportation to support resource and donation operations.
- Identify warehouses for use as staging areas/distribution sites for donations.
- Identify and train volunteers to help with donations including cash.
- Identify which donations are preferred or can be accepted and coordinate with ESF – 15 Public Information.

Response

- Alert those agencies whose personnel, equipment, or other resources may be used.
- Establish a (computer) resource tracking and accounting system, including management reports.
- Assess initial reports to identify potential resource needs.
- Identify procurement resources and potential facility locations in the disaster area of operations.
- Provide information to ESF 15 - Public Information for dissemination to the public.
- Coordinate with ESF 13 – Public Safety and Security for warehouse security requirements.
- Coordinate with ESF 5 – Emergency Management for donation distribution.

Recovery

- Continue to conduct procurement and donation management activities.

- Anticipate and plan for arrival of and coordination with the Iowa Homeland Security and Emergency Management ESF-7 personnel in the Marshalltown Emergency Operations Center and/or the Joint Field Office.

Mitigation

- Support requests and directives resulting from the Governor and/or the Iowa Homeland Security and Emergency Management Division regarding mitigation and/or re-development activities.

Policies

Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288)
- Homeland Security Act of 2002
- Homeland Security Presidential Directive 5
- Homeland Security Presidential Directive 8
- Post-Katrina Emergency Management Reform Act of 2006

State

The ***Emergency Management Assistance Compact*** is codified (Iowa Code Title I, §29C.21). The statute provides for mutual assistance between participating governments to manage emergencies or disasters that are natural, technological, or man-made, community disorder, insurgency, terrorism, or enemy attack. The statute also provides for cooperation in emergency-related exercises, testing, or other training (Iowa Code Title I, §29C.22).

The emergency management coordinator for each local emergency management agency develops mutual aid arrangements for reciprocal disaster services and recovery aid and assistance. Coordinators may enter into mutual aid arrangements with emergency management agencies or organizations in other states (Iowa Code Title I, §29C.11).

State officers and employees who are volunteer fire fighters or emergency medical service personnel are entitled to a leave of absence for period of emergency response without loss of status, pay, rights to action, sick leave, bonus, or other benefits. The statute exempts temporary employees and essential personnel (Iowa Code Title II, §55.2).

An employee of an appointing authority who is a certified disaster service volunteer may be granted leave up to 15 working days in each year to participate in disaster relief services for the American Red Cross, without loss of seniority, pay, vacation time, personal days, sick leave, insurance and health coverage benefits, or earned overtime (Iowa Code Title II, §70A.26).

Iowa laws (Codes 135.147, 669.24 and 613.17) provide that individuals will not be held liable for acts or omissions committed while serving as a state volunteer if: (1) They were acting within

the scope of their volunteer responsibilities; (2) They were properly licensed, certified, or authorized by the appropriate authorities for the activity or practice by the State of Iowa, and the activities or practice was undertaken within the scope of their volunteer responsibility; (3) The harm caused is not the result of intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit.

City

As provided for in Iowa Code Section 372.14 and the City of Marshalltown Code of Ordinances Chapter 34, the Mayor will take command of the police and govern the City by proclamation.

The City Administrator, per Marshalltown Code of Ordinances Chapter 34, will function in the role of Director of Disaster Services. The Director will work directly with the County Emergency Management Coordinator to obtain County, State and Federal resources.

All procurements will follow City and State policies and procedures. The City Finance Department is the central procurement agency.

Equipment and supplies are provided from current City, County, State and Federal stocks or, if necessary, from commercial sources. Support by agencies will end at the earliest practical time.

The City Finance Department, with the assistance of the ESF Coordinators, will provide accountability of all donations provided by public and private agencies.

Situations & Planning Assumptions

Situations:

- The City of Marshalltown does not possess the capability and resources to cope with a major disaster without outside assistance. Both public and private sector organizations and groups are relied on to provide some resources.
- Support agencies will perform tasks and expend resources under their own authorities, including implementation of mutual aid agreements, in addition to resources received under this ESF.
- Weather conditions, damage to transportation routes, or other factors may restrict access to a disaster site or to a storage area and therefore affect the availability and distribution of resources.
- Departments with lead or support responsibilities as defined in this ESF should have the resources needed to fulfill their responsibilities or they should have a plan for how they will acquire those resources in an emergency.
- During a disaster, resources and donations of all types will become available to the City.
- Some resources may self-dispatch to the affected area with good intentions, but may aggravate the situation at hand.
- The Marshalltown Police Department and their support agencies, in coordination with ***ESF-13 Public Safety and Security***, will establish a security perimeter and a staging area around the disaster area, if necessary.
- Disasters have the potential to trigger media response and coverage, which can overwhelm the ability of agencies to coordinate and control donated goods and services.
- The management of unsolicited goods and services is crucial to an efficient relief and recovery operation.
- The City of Marshalltown has the responsibility in a catastrophic disaster to accept or reject offers of unsolicited donated goods or services in order to ensure an efficient relief and recovery operation.
- There is a need for volunteers during a large-scale incident.
- The City is responsible for the management and screening of all volunteers.
- Volunteers will come from both within and outside the affected area.

- Volunteers will be treated with dignity and respect, recognizing the competence and spirit they bring to the response/ recovery effort.
- Successful recovery efforts in a community impacted by a disaster require the use of volunteers.

Planning Assumptions:

- During an emergency many resources of all types, both from within and from outside the City will become available.
- Private sector organizations and groups will be an important part of the resource management system.
- Resources made available from within the disaster area can only be controlled through public announcement and on-site direction.
- Resources made available from outside the disaster area can be controlled in conjunction with the security perimeter established by the Marshalltown Police Department and Marshall County Sheriff.
- People as a whole are kind and want to do something to help disaster victims.
- For large-scale incidents, a Volunteer Reception Center should be activated.

Concept of Operations

General

The primary determination of resource needs occurs through operational elements at the City level. Requests for resources flow upward from the Incident Command Post, and tracked at the Marshalltown Emergency Operations Center.

City Departments provide the primary source of personnel, equipment, materials, and supplies. Resources not available locally may be acquired through support agencies. County, State and Federal resources may be secured through direct procurement and sometimes donation.

The City is responsible for providing administrative guidance concerning resource management and systems and utilizing volunteers.

Personnel and equipment shall be requested through the Emergency Operations Center.

All volunteer personnel and equipment will be sent to a staging area. All personnel and equipment will be documented on a record log and signed, with the information relayed to the Emergency Operations Center.

City resources will be used to the extent practicable. Governments and organizations should retain sufficient quantities of applicable resources in reserve to meet organizational needs as appropriate.

Should City resources prove insufficient, additional resources may be procured or requested through the following priority order:

1. Mutual aid and other local support agreements
2. Private-sector purchase
3. Iowa Mutual Assistance Compact (IMAC)
4. State assistance

Organization

The City of Marshalltown Emergency Support Function 7 – Resource Support Coordinator(s) shall:

- Provide administrative guidance concerning resource management systems, utilizing volunteers and managing donations.
- The Director of Disaster Services is responsible for providing administrative guidance concerning resource and donation management.
- The ESF-7 coordinator is responsible for establishing and operating the resource management system utilizing emergency management volunteers.

Resource Management

The City of Marshalltown ESF-7 Coordinator is responsible for providing, directing, and coordinating ESF-7 operations to include:

- Locating, procuring, and issuing resources in support of requests.
- Locating and coordinating the use of available space for incident management activities.
- Assist in procuring required stocks from vendors or suppliers when items are not available locally.
- Coordinating contract services available to support response and recovery activities.
- Assist in determining locations for supply storage and volunteer staging areas.
- Coordinating with the Mayor and Director of Disaster Services when it is determined that available resources are inadequate to meet the need of operations personnel.

Donation Management

The City of Marshalltown ESF-7 Coordinator will determine the level of staffing needed for donations management based upon the level of donations activity. This includes:

- Coordinating all donation operations and establishing a Donations Coordination Team if required.
- Communicating all policy decisions to the Donations Coordination Team if established.
- Work with the Emergency Operations Center to resolve coordination issues.
- Work with the Public Information Officer to produce appropriate donation/volunteer news releases.
- Communicating needs identified in the Emergency Operation Center to the Donations Coordination Team if established.
- Communicate and coordinate with the Marshall County EMA Coordinator for requisition of supplies and with the Iowa Emergency Management Agency Donations Coordinator.
- Chairing all coordination meetings with Voluntary Organizations Active in Disaster groups.
- Determining which donations management phase to activate.

Donations Management Phases

ESF-7 is designed for very large or catastrophic disasters, however, donations management on a lesser scale is necessary when smaller disasters result in small to moderate amounts of donations. Donations management flexibility is necessary to address these situations. Three (3) phases of donations management, each suited to the particular scope of the disaster, provides the necessary flexibility.

Phase One:

- Phase 1 is used in disasters that are small, limited or localized in nature.
- Phase 1 would correspond generally with a Level 3 activation of the Emergency Operation Center. See ***ESF 5 – Emergency Management*** for activation levels.
- Donations are few and sporadic. In this phase, the American Red Cross/Salvation Army liaison would handle any matters regarding donations or provide donations management guidance to Director of Disaster Services if necessary.

Phase Two:

- Phase 2 is for disasters that range from small to large.
- The Emergency Operations Center activates to a Level 4. See ***ESF 5 – Emergency Management*** for activation levels.
- A State and/or Federal declaration of disaster are very possible.
- Donations activity is significant, but does not require activation of most donations components contained in this ESF.
- One to several people can manage donations.
- They will use some of the components of this ESF and combine others into one or two functions or positions.

Phase Three:

- Phase 3 is for very large or catastrophic disasters.
- The Emergency Operations Center activates to a Level 5. See ***ESF 5 – Emergency Management*** for activation levels.
- A State and/or Federal declaration of disaster have been issued.
- Donation activity is significant and requires activation of all components contained in ESF-7.

- Several people will be needed to manage donations.
- ESF-7 Coordinator will organize and manage the Donations Coordination Team.

Donations Management Components

Components considered as the Donation Management operation is established include administration, risk management, receiving and unloading, materials handling, storage, shipping, accountability, and security.

Facilities:

- Facilities are identified and established early for staging and/or warehousing of donated items.
- A staging area is established to receive, sort, organize and repackage if necessary, and temporarily store donated items and other goods.
- Items are transported to Distribution Points where effected community members can pick them up.
- Distribution points are typically located in proximity to affected areas.

Transportation:

- The ESF-7 Coordinator will work closely with the ***ESF 1 – Transportation*** Coordinator. Transportation schemes will be developed in the Emergency Operations Center and in conjunction with the Marshall County EMA Coordinator and the Iowa State Emergency Operations Center.
- Critical need items should not be delayed. Other less critical items if designated and belonging to a voluntary agency should be allowed to proceed to their destination.
- Pending special direction by the City, voluntary agencies expecting relief items they have solicited, purchased, or for which they have coordinated delivery should be allowed to immediately direct their shipments to their own established facilities.
- Drivers should have contact with personnel at their destinations and should be carrying support documentation.
- Sponsors of designated goods should also be responsible for recruiting labor to unload their shipments.

- Shipments of designated relief goods should be well marked with the name of the voluntary agency.
- State control over traffic traveling to the disaster area will affect vehicles shipping relief goods.
- Control/check points can be used to regulate trucks entering the disaster area through inspection of the cargo manifest and to check to see if the shipment is needed and expected by a particular voluntary agency.
- Trucks will be expected to have name and contact information for recipients of the shipment. The State may direct relief good shipments to a particular staging or distribution areas.
- Escort support may be needed. See also ***ESF 13 – Public Safety and Security***.

Bulk Distribution:

- Bulk distribution refers to items acquired in bulk or large quantities and given to disaster victims.
- Examples of items include food, toiletry items, first aid supplies, work gloves, cleaning supplies, clothes, and essential household items such as dishes, pots, pans, lanterns, water containers, blankets, cots, linens and tents.
- The system for bulk distribution must be coordinated with donations management because bulk distribution largely relies upon donated goods to sustain itself.
- Distribution sites, and to a lesser degree staging areas, are the prime locations for bulk distribution items. There are various methods for physically handing over bulk items to people in a disaster area and this should be determined based on the situation and the agency assigned to bulk distribution.

Information Center /Phone Bank:

- Consideration should be given to the capability of handling a large number of donor phone calls during and after a disaster. This will ease the potential telephone traffic flowing into government agencies and the Emergency Operations Center.
- Coordination should be made with ***ESF 15 – Public information***.
- Calls can generally be classed into four types:
 - Donors providing a donation, starting a “donation drive”, or wanting to know how best to donate.

- Vendors wanting to provide services or materials at a reduced cost to the disaster victim.
- Drivers, enroute to the disaster area, desiring to know where they should deliver their cargo, who will help unload.
- Persons, including disaster victims, seeking disaster related information.

Important Considerations

- Cash donations provide the most flexibility for addressing the most urgent needs and serve to stimulate the local economy and help eliminate the logistical problems associated with in-kind or tangible donations.
- Unsolicited donations of goods and services potentially could come as the result of a catastrophic disaster affecting the city.
- In a disaster, City and local volunteer groups and agencies may be adversely effected and not able to cope with a sizable flow of donated goods and services.
- Goods and services may be donated that are not needed by disaster victims or responders and will frequently arrive unsorted and with minimal packaging or markings, packed in boxes, crates, barrels, garbage bags, pallets or bins.
- Receiving and sorting unneeded goods or services waste valuable resources and disposing of large quantities of unneeded goods can be a lengthy and costly process.
- In some instances, the amount of donated goods and services may be related more to media attention of the emergency rather than the magnitude of the disaster.
- Donated goods may arrive day or night without warning. Delivery drivers will want to know where they should off-load their cargo and who will unload it.
- Most personal donations are given little expectation of return other than the personal satisfaction of giving. However, some donations and services may be unusable, have “strings attached” or not really be donations at all. Additionally, donations may be given with an expectation of compensation, publicity, or tax write-off.
- Items that are out-of-date (i.e. expired foodstuffs or pharmaceuticals) unusable (broken furniture, dirty or torn clothing) or unsuitable (food that requires refrigeration, winter coats in August, etc...) should not be accepted.
- Volunteer services that do not meet the announced or advertised expectations or capabilities.

- Provided illegally as a ruse in a fraudulent process to obtain money from disaster victims.
- Offered at a “discount” to disaster victims, with no real savings.
- Offered in limited quantity as a deception to simply show an “association” with government or disaster relief as a basis for future advertising claims.

Donors will want to know:

- What is needed in the disaster area (cash, goods, or services).
- How to transport their donation to the local area, or if there is someone who can transport it for them.
- How to start a “drive for donations” to help disaster victims, but have no knowledge of what to do and how to do it.
- How to earmark their donation for a specific local group or organization, such as a church, fraternal society, or social service agency, or want to know to whom, specifically, received their donation.
- Have their donation received by a local official and/or receive a letter of appreciation or public recognition.
- Hotel accommodations and feeding arrangements for those providing volunteers.

Disaster victims may:

- Desire immediate access to donations before they are sorted and ready for dissemination at appropriate distribution points.
- Believe that the donations have not been, or are not being, distributed fairly if they do not have information on the process of distributing donations.

Volunteer Management

The ESF-7 Coordinator will, with the assistance of the Marshall County EMS Coordinator:

- Coordinate a contact for all volunteer operations.
- Communicate all policy decisions to the volunteer organizations active in disaster groups.

- Attend all coordination meetings with voluntary organizations active in Disaster groups if available.
- Work with the Public Information Officer to produce appropriate news releases regarding volunteers.
- Determines the need to activate a Volunteer Reception Center.
- Recognize that volunteer groups are approached and coordinated in different ways and it is necessary to establish categories for these groups. For planning purposes, there are four categories of volunteers:
 - Professional:
 - Certified or licensed, and include physicians, EMT's, nurses, fire fighters, and law enforcement.
 - Often regulatory agencies within the affected area may waive or relax local certification requirements when there is a need for these people.
 - Traditional Affiliated:
 - To a recognized voluntary agency and are trained for disaster response by the agency for which they are enrolled.
 - Spontaneous From Within the Affected Area:
 - These volunteers generally feel motivated by a degree of community ownership of the disaster.
 - They have no association with recognized voluntary agencies and may have no formal training or relevant skills, but are willing to help any way they can.
 - Spontaneous From Outside the Affected Area:
 - These volunteers have no prior affiliation with recognized voluntary agencies and they may not have relevant skills.

Volunteer Reception Center

The ESF-7 Coordinator is responsible for appointing a Volunteer Coordinator to oversee Volunteer Reception Center activities, if necessary. The Volunteer Reception Center plays an important role during large-scale emergencies or disasters as it provides a central point for managing unaffiliated volunteers.

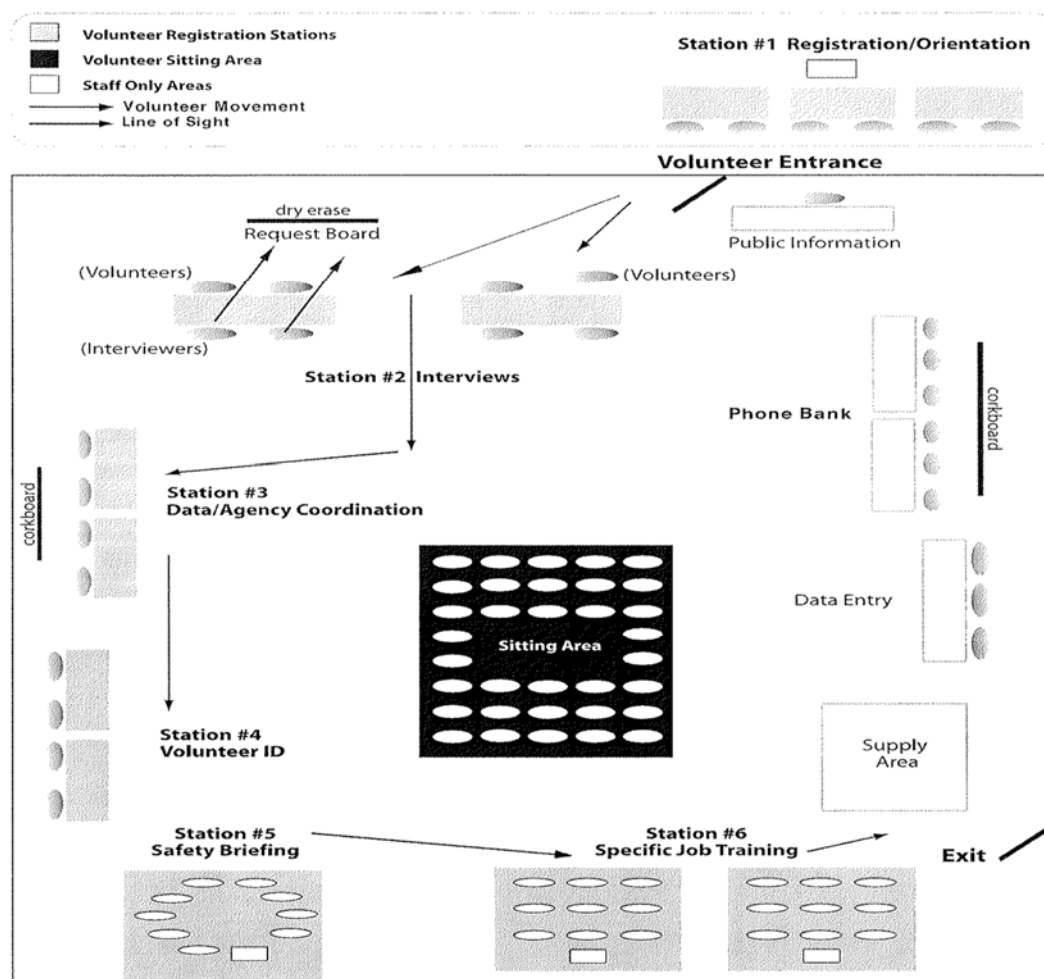
A Volunteer Reception Center:

- Provides a centralized location, orderly process, and trained staff capable of screening, interviewing, credentialing, and referring volunteers in an organized and professional manner.

- Documents the amount of volunteer service, which then permits a dollar amount to be determined on donated services.
- Encourages collaborative planning at the local level and creates a positive public image of cooperation.
- A way to manage a potential overwhelming response in a disaster situation.
- Activation of a Volunteer Reception Center is an Emergency Operations Center decision.

The Volunteer Reception Center process follows the best practices and accepted principles of professional volunteer management that have been used successfully and have been advocated by national volunteer organizations. The process is composed of six stations with a central waiting/sitting area (see diagram below).

Volunteer Reception Center Floor Plan



The six stations are:

Station 1 - Orientation and Registration

- Volunteers are oriented to the response structures in place such as the Emergency Operations Center and/or the Incident Command Post.
- Provided an overview of the disaster and the role of volunteers.
- Credentials reviewed and the registration form is completed.
- General questions answered.

Station 2 - Interviews

- Volunteers interviewed to determine suitability and to document skills sets.
- This will help with proper placement at the next station.

Station 3 - Agency Coordination

- Volunteers matched to requesting agencies.
- Reporting and work schedule is determined.

Station 4 – Issue Volunteer Identification

- Volunteers issued a laminated photo ID (if possible) with approved credentials, licenses, or certifications (if any).

Station 5 – Safety Briefing

- Volunteers given a safety briefing to ensure safety of personnel and property.

Station 6 – Specific Job Training

- Volunteers provided additional job training as required.

Roles and Responsibilities

Emergency Support Function 7 – Resource Support Coordinator

Each coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Activating appropriate support agencies.
- Coordinating government logistical and fiscal activities supporting associated priorities and activation.
- Planning and supporting regular meetings with the primary and support agencies related to preparedness, response, and recovery activities.
- Ensuring support agencies are informed and involved in all meetings.
- Ensuring primary and support agencies are reconvened post-demobilization to comment on preparedness, response, recovery, and mitigation activities and develop an improvement action plan to address identified issues.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies.

- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.

Support Agencies

When activated in response to an event or incident, support agencies are responsible for the following:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management, damage assessment, and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the City of Marshalltown County Emergency Operations Plan – Concept of Operations for specific information.

The scope of a disaster will determine if the City Emergency Operations Center is needed. For large-scale incidents, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an appropriate management structure. Each of the branches is

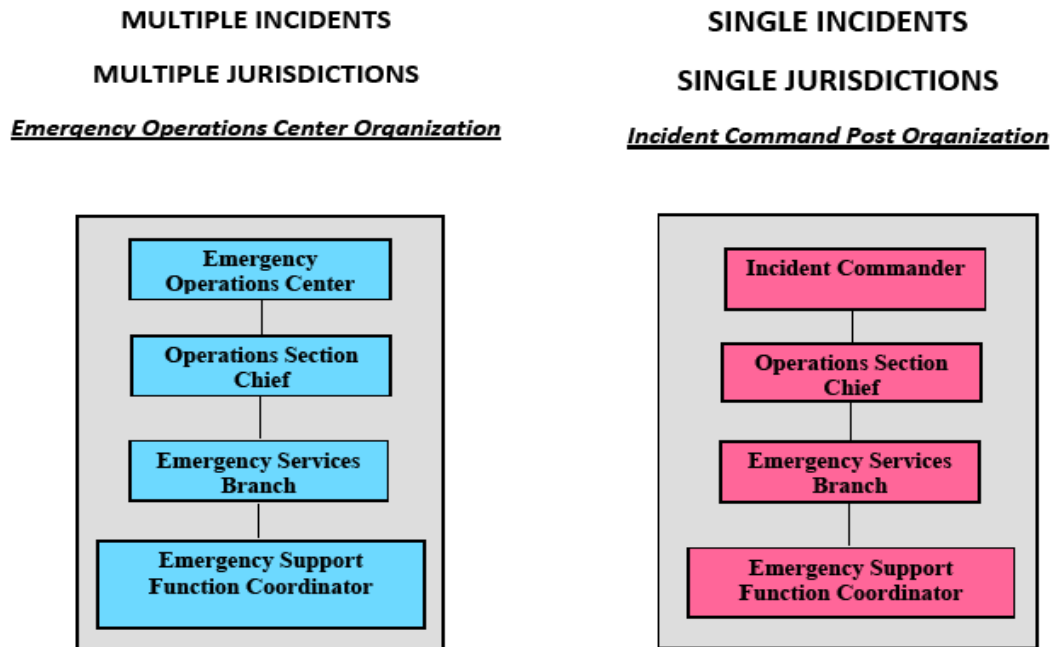
consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the Emergency Support Function in which his/her primary responsibilities lie.

The Director of Disaster Services (City Administrator) will function as Emergency Operations Center Manager and will staff the Emergency Operations Center as needed depending on the size and scope of the operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director. This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected Emergency Support Functions within the Emergency Operations Center. See ***Emergency Support Function 5 – Emergency Management***.

Coordination flow in the Emergency Operations Center and Incident Command Post



Primary Agency Function

Agency	Functions
City of Marshalltown – Parks and Recreation Director	• Primary responsibility for the development of a City Resource List. • Coordinates resource and donations management operations. • Provides leadership in coordinating and integrating overall local efforts associated with response, recovery and local mitigation projects. • Assess the situation, validates resource requests, and forecasts response needs. • Establishes priorities and coordinates the distribution of available resources to assist in the transition from response activities with recovery operations based on incident information and the availability of resources. • Coordinates available resources such as cots, blankets, meals-ready-to-eat, other initial response resources, and logistical support, including communications, as appropriate. • Coordinates Disaster Recovery Center establishment with Federal, State and local Human Service Agencies. See <i>ESF 14 – Community Recovery and Mitigation</i>.

Support Agency Functions

Agency	Functions
Marshalltown Police Department	• Responsible for providing traffic and movement control, and establishing security of the staging areas/distribution centers. • Provides the EOC and the Incident Command Post with the communications link. • Provides additional personnel and equipment during response and recovery operations, as necessary. • Provides or coordinates security for donation and/or distribution centers, if available. • Provides escorts for vehicles transporting goods to the distribution centers, if available.
City of Marshalltown Finance Department	• Assist with procurement procedures and purchases.

Marshall County Emergency Management	• Coordinates with and advises the City on EOC matters. • Coordinates requests resources from outside the county and from the State. • Makes notification/request to CERT as needed. • Makes notification/request to Marshall County RSVP.
Iowa Dept. of Homeland Security	• Responsible for overall emergency coordination of State assistance if multiple State agencies are required. • Provides logistical support for coordinating mobilization centers/staging areas, transportation of resources, public health and medical elements, disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations. • Assists in coordinating transportation to support evacuating patients who are too seriously ill or otherwise incapable of being evacuated in general evacuation conveyances. • Provide logistical support to assist local governments with volunteer and donation management activities.
Federal Emergency Management Agency	• Acts as liaison to provide logistical support to Federal, State, tribal, and local governments. • Provides an Accountable Property Officer to ensure compliance with property management regulations and assume responsibility for Federal property management.
American Red Cross	• Staffs a telephone call in point for information concerning volunteers and donations of goods and services. • Coordinates the warehousing and distribution of donated durable and non-durable items, including food. • Coordinates with private and public agencies to receive donated items. • Arranges for distribution of goods through the Emergency Operations Center and with ESF-1 Transportation. • Keeps an accurate accounting of the flow of goods from donors to recipients.

	• Coordinates and establishes other staging areas as needed through the Emergency Operations Center. • Provides a liaison between the Emergency Operations Center and volunteer agencies. • Provides Emergency Operations Center with volunteer and donations status and availability. • Coordinates the various volunteer agencies. • Structures volunteer assignments so that they can be managed in a systematic manner. • Coordinates with the Emergency Operations Center before dispatching volunteers. • Establishes receiving center for volunteers, coordinate with the Emergency Operations Center. • Coordinates with the Emergency Operations Center and the Public Information Officer for announcements including providing instructions for private individuals and groups desiring to donate items or services, and location of distribution points for pick-up of donated goods.
Marshall County RSVP	• Assist with volunteer registration and management.
Volunteers	• Assist with staffing of supply distribution centers. • Assist with unloading of supply trucks. • Assist with repackaging of supplies as needed.

ESF Development, Testing, and Maintenance

Refer to the City of Marshalltown Emergency Operations Plan for ESF development, testing, and maintenance.

Appendix 1

Marshalltown Employee Sign-in / Sign-out Record/EOC

[illegible]

Appendix 2

Marshalltown Volunteer Sign-in / Sign-out Record

[illegible]

Appendix 3

Disaster Volunteer Referral Form

Name of Volunteer _____ Date _____

Referred to (agency) _____

Agency contact name: _____ Phone: _____

Address of Agency/Site _____

Directions to Site _____

Title/description of volunteer assignment _____

Dates & hours volunteer will work _____

Note: Verification of volunteer's credentials is the responsibility of the agency receiving the volunteer.

VRC Staff Initials:

Interview	Coordinator	Safety Brief	Identification

Disaster Volunteer Referral

Name of Volunteer _____ Date _____

Referred to (agency) _____

Agency contact name _____ Phone _____

Address of Agency/Site _____

Directions to Site _____

Title/description of volunteer assignment _____

Dates & hours volunteer will work _____

Note: Verification of volunteer's credentials is the responsibility of the agency receiving the volunteer.

VRC Staff Initials:

Interview	Coordinator	Safety Brief	Identification

Appendix 4

Disaster Volunteer Registration Form

(Please print clearly. Submit at Volunteer Reception Center)

Mr. ___ Mrs. ___ Ms. ___ Name _____ Birth Date _____

Day Phone _____ Evening Phone _____

Address _____ City _____ ST _____ Zip _____

Emergency Contact _____ Relationship _____ Emergency Phone _____

Occupation _____ Employer _____

Business Address _____ City _____ ST _____ Zip _____

Are you a year-round resident? ___ Yes ___ No Times you are available _____

If you have any health limitations, please explain _____

Are you currently affiliated with a disaster relief agency? If yes, name of agency: _____

Special skills and/or vocational/disaster training: _____

SKILLS: Please check all that apply.

MEDICAL

- ___ Doctor – Specialty:
- ___ Nurse – Specialty:
- ___ Emergency medical cert:
- ___ Mental health counseling
- ___ Veterinarian
- ___ Veterinary technician

COMMUNICATIONS

- ___ CB / ham operator
- ___ Hotline operator
- ___ Cell phone

- ___ Public relations
- ___ Web page design
- ___ Public speaker
- Language other than English:

OFFICE SUPPORT

- ___ Clerical – filing, copying
- ___ Data entry – Software
- ___ Phone receptionist

SERVICES

- ___ Food
- ___ Assistance to elderly.
- ___ Childcare
- ___ Spiritual counseling
- ___ Social work
- ___ Search and rescue
- ___ Auto repair/towing
- ___ Traffic control
- ___ Crime watch
- ___ Animal rescue
- ___ Animal care
- ___ Runner

STRUCTURAL

- ___ Damage assessment
- ___ Metal construction
- ___ Wood construction

TRANSPORTATION

- ___ Car
- ___ Mini van
- ___ Maxi-van, capacity _____
- ___ ATV
- ___ Own off-road veh/4wd
- ___ Own truck, Type:
- ___ Own boat, capacity _____
- ___ Commercial driver
Class & license # _____
- ___ Camper/RV, capacity _____
- ___ Wheelchair transport

LABOR

- ___ Loading/shipping
- ___ Sorting/packing
- ___ Clean-up
- ___ Operate equipment

Disaster Volunteer Registration Form (Side two)

Release of Liability Statement

I, for myself and my heirs, executors, administrators and assigns, and hereby release, indemnify and hold harmless the City of Marshalltown and those operating at the direction of the City of Marshalltown from all liability for any and all risk of damage or bodily injury or death that may occur to me (including any injury caused by negligence), in connection with any volunteer disaster effort in which I participate. I likewise hold harmless from liability any person transporting me to or from any disaster relief activity. In addition, disaster relief officials have permission to utilize any photographs or videos taken of me for publicity or training purposes. I will abide by all safety instructions and information provided to me during disaster relief efforts.

Further, I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the State of Iowa, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have no known physical or mental condition that would impair my capability to participate fully, as intended or expected of me.

I have carefully read the foregoing release and indemnification, understand the contents thereof, and sign this release as my own free act.

Signature _____ Date _____

Guardian, if under 18 _____ Date _____

Volunteer's credentials recorded as presented. Verification of credentials and any background check required are the responsibility of the receiving agency.

This volunteer was referred to the following agencies:

Date	Need #	Agency	Contact Name	Contact's phone
#				

Appendix 5

Work Site Sign-in/Sign-out Record

Event Name/# _____ City/County _____

Site _____ Date _____ Site Supervisor _____

Phone _____

Your work today helps this community in two ways! It will help individuals and families recover more quickly, and each hour you contribute can ALSO help the community financially. The value of your volunteer hours may be used to offset the State cost share/match for the Federal assistance. ***Thank you for volunteering today!***

Please read before signing in: I have received safety instructions for working at this site and agree to follow the safety procedures and the directions of the site supervisor.

Volunteer's Name		Time In	Time Out	Total Hours	Description of Work (clear debris, tarp roofs, etc.)
Last	First				

Appendix 6**Volunteer/Donation Call Log**

Name	Date	Volunteer Info Provided	Donation Info Provided

Appendix 7**Supply Storage Locations**

Location/Address	Date	Supplies Stored	Site Supervisor

Iowa Homeland Security Region One

Marshall County

Emergency Support Function 8

Public Health and Medical Services

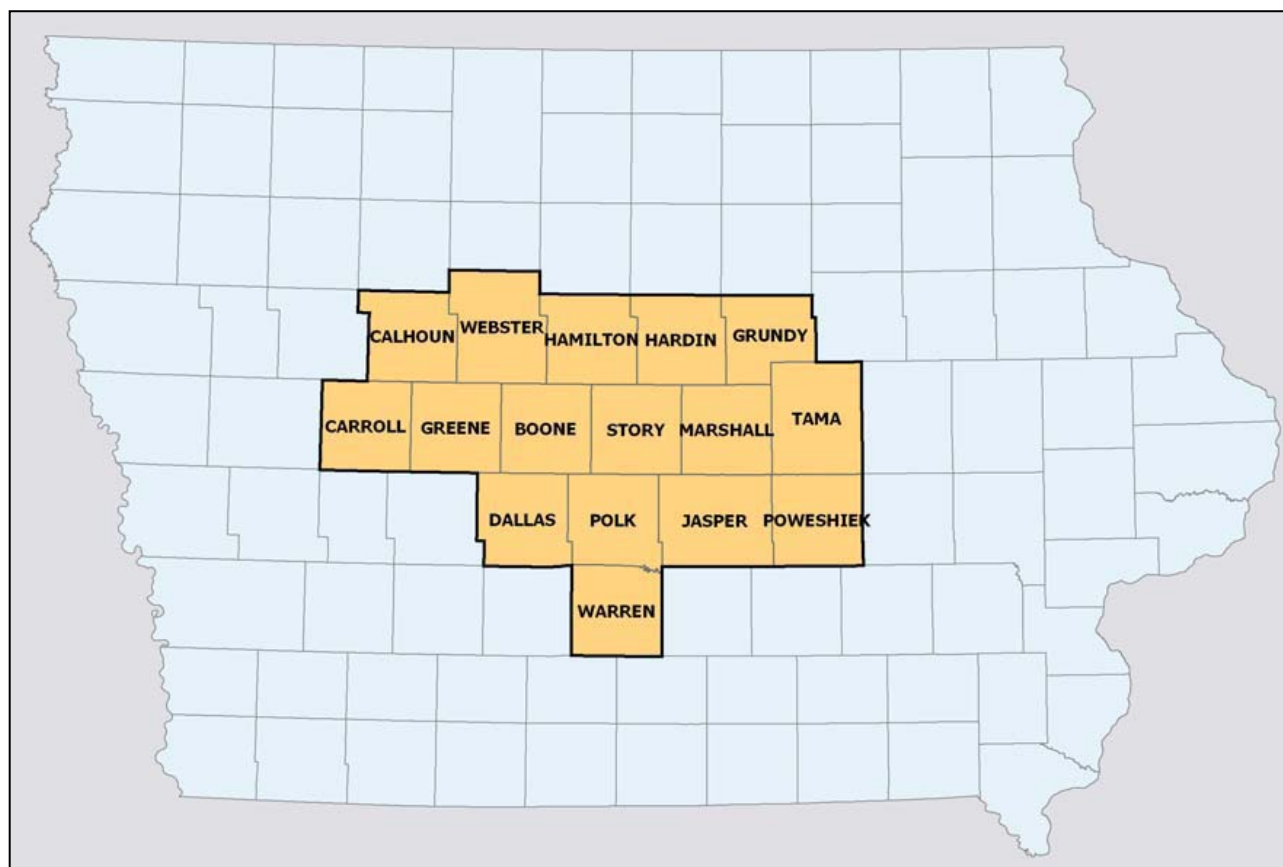


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Appendices:

1. Marshall County Point of Dispensing Management and Operations
2. Marshall County Emergency Medical Services Association Mass Casualty Incident Response System
3. Marshall County Long Term Care Facilities
4. Quarantine and Isolation Marshall County Code
5. Mass Casualty Plan
6. Mass Fatalities Plan

Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)
#1	04-28-2016	04-28-2016	Kim Elder, EMA coordinator

Primary and Supporting Agencies

ESF Coordinator: Marshall County Department of Public Health

Primary Agencies:

Marshall County Department of Public Health

Marshall County Environmental Health

Marshall County Medical Examiner

Emergency Medical Services

Hospitals/Medical Centers

Local Fire Departments

Support Agencies:

City/County

911 Communications

Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services

Marshall County Emergency Management Agency

Marshall County Central Point of Coordination (Mental Health Care)

Local Law Enforcement

Public Information Office

Volunteers

State

Iowa Department of Natural Resources

Iowa Department of Public Health

Iowa Department of Public Safety

Iowa Homeland Security and Emergency Management

Iowa National Guard

- Iowa 71st Civil Support Team

Federal

Department of Commerce

Department of Defense

Department of Energy

Department of Health and Human Services

- Centers for Disease Control

Department of Homeland Security

Department of Justice

Department of Transportation

Environmental Protection Agency

Other

American Red Cross

Critical Incident Stress Management Team

Introduction

Purpose

Emergency Support Function (ESF) 8 – Public Health and Medical Services provides the mechanism for coordinated assistance in Marshall County supplemented by local, county, State, and Federal resources in response to a public health and medical disaster, potential or actual incidents requiring a coordinated response, and/or during a developing potential health and medical emergency.

Public Health and Medical Services includes responding to medical needs associated with mental health, behavioral health, and substance abuse considerations of incident victims and responders. Services also cover the medical needs of members of the “at risk” or “special needs” population described in the Marshall County Public Health Department Emergency and Disaster Plan. It includes population whose members may have medical and other functional needs before, during, and after an incident.

Public Health and Medical Services includes behavioral health needs consisting of both mental health and substance abuse considerations for incident victims and response workers (in coordination with the Marshall County Central Point of Coordination) and, as appropriate, medical needs groups defined in the core document as individuals in need of additional medical response assistance.

Scope

Public Health provides assistance to local and county governments, and receives supplemental assistance from State and Federal governments in the following core functional areas:

- Assessment of health and medical needs
- Epidemiological surveillance
- Medical personnel
- Health/medical equipment and supplies
- Patient evacuation
- Patient care
- Safety and security of drugs, biologics, and medical devices
- All-hazard public health and medical consultation, technical assistance, and support
- Mental Health
- Public health and medical information
- Responder safety and health
- Victim identification and mortuary service
- Food safety and security
- Medical surge
- Isolation and quarantine

Policies

The Marshall County Public Health Department Nurse or designee and the EMS medical director lead all the health and medical response to public health/medical emergencies and incidents within Marshall County. The response addresses medical needs and other functional needs of those in need of medical care, including assistance or support in maintaining independence, communicating, using transportation, and/or requiring supervision.

The Marshall County Public Health Department Nurse or designee shall assume operational control of the county emergency public health and medical response assets, as necessary, in the event of a public health emergency.

The Marshall County Public Health Department Nurse or designee coordinates with the Iowa Department of Public Health on the preparedness, response, recovery, and mitigation phases of incident management. These actions do not alter or impede the existing authorities of any department or Supporting Agency.

All headquarters and regional organizations participating in response operations report public health and medical requirements to the appropriate ESF Coordinator in the Marshall County Public Health Department Emergency Operations Center.

The local Board of Health has jurisdiction over matters pertaining to preservation of the life and health of the people in accordance with Chapter 137, Code of Iowa.

The local Board of Health:

- Shall have jurisdiction over public health matters and are the governing boards in Marshall County for public health.
- Shall be responsible to safeguard the community's public health through assessment, policy development and assurance.
- Shall enforce state health laws and the rules and lawful orders of the state health department.
- Shall establish and enforce such reasonable rules and regulations consistent with law or with the rules of the state board as may be necessary for the protection and improvement of the public health.
- May enforce appropriate ordinances by agreement with the council of any city within its jurisdiction and enforce appropriate ordinances of said city.
- May provide personal, population-based and environmental health services as may be deemed necessary for the protection and improvement of the public's health.
- May engage in joint operations and contract with colleges and the state health department, other public and private agencies, and individuals for public health activities or projects.

Quarantine orders can be issued pursuant to the legal authority contained at Iowa Code chapters 135, 139A and 641 Iowa Administrative Code chapter 1.

The Marshall County Public Health Department may invoke the powers of police officers, sheriffs, and all other law enforcement officers to enforce health orders authorized under Marshall County Ordinances # 641-1.12 (135, 137, 139A) and Chapter 137, Code of Iowa, 137.6 and 137.21.

The Marshall County Emergency Medical Services personnel will operate under the established Iowa Department of Public Health, Emergency Medical Services protocols. Any response actions taken by emergency medical service personnel outside the scope of existing protocol must first receive approval from the Medical Program Director (Medical Control) or designee.

The Marshall County Emergency Medical Association's Mass Casualty Incidents Protocol details the operational concepts and responsibilities so the emergency medical system will be capable of providing mass casualty emergency medical services during an emergency/disaster.

See Appendix 2 Marshall County Emergency Medical Services Association Mass Casualty Incident Response System

The Marshall County Medical Examiner has jurisdiction over the deceased.

The Joint Information Center will be established to coordinate incident-related public information, and is authorized to release information to the public as directed by the Incident Commander. A Public Information Officer from the public health and medical community (local, State, or Federal) delivers relevant community messages.

After consultation with Iowa Department of Public Health, the lead Public Information Officer from the Marshall County Joint Information Center may also release general medical and public health response information. As the primary agency, the Marshall County Public Health Department Nurse or designee will release public health and medical information after consultation with the Iowa Department of Public Health.

In the event of a zoonotic disease outbreak, public information may be released after consultation with the Iowa Department of Agriculture and coordination with ESF 11 – Agriculture, Natural Resources, and Pets. In the event of oil, chemical, biological, or radiological environmental contamination incidents, the Marshall County Public Health Nurse coordinates with the ESF 10 – Hazardous Materials Coordinator on the release of public health information.

Additional policies and authorities for this ESF are contained in the Marshall County Comprehensive Emergency Operations Plan (also known as the “Basic Plan”) and the Marshall County Department of Public Health Emergency and Disaster Plan.

Situations and Planning Assumptions

Situations

- The potential exists for a bio-emergency, such as an influenza pandemic or a terrorist attack involving a biological agent.
- Although not expected to be a direct target area in the event of a nuclear attack, Marshall County could experience significant radiation levels due to fallout. This, combined with a dramatic increase in stress related health problems and the potential of large numbers of injured survivors of an attack, particularly in high density population centers, would create a tremendous burden on the medical capabilities that exist in the county.
- The following Hospitals and Medical Centers provide care in Marshall County:
 - Central Iowa Healthcare Hospital in the City of Marshalltown
- The following Ambulance services in Marshall County are provided by:
 - Central Iowa Healthcare Paramedic Service Ambulance Service in Marshalltown
 - State Center EMS (Conditional Transport) Ambulance Service in State Center
 - Albion, Clemons, Gilman, Green Mountain, Haverhill, Laurel, LeGrand, Liscomb, Melbourne, Rhodes and State Center Emergency Medical Services in these same communities in Marshall County. _
- There are 11 long term care facilities in Marshall County licensed by the Iowa Department of Public Health as Intermediate Care Facilities.
 - See Appendix 3 Marshall County Long Term Care Facilities
- The Iowa Department of Public Health will be used to determine bed availability and assist with routing of patients in central Iowa.
- If the federal government authorizes the use of the Strategic National Stockpile program in Iowa, it will be implemented in accordance with the Iowa Department of Public Health Center for Disaster Operations and Response protocols (see www.idph.state.ia.us).
- If the incident is national, the National Disaster Medical System will be activated (see www.ndms.fema.gov). The Regional Coordinator is located at Veteran's Hospital in Des Moines.

Planning Assumptions

- Any incident generating an emergency patient load that exceeds the normal day-to-day capabilities of emergency medical services may be considered a disaster.

- Mutual aid and outside resources may be available to assist the county in natural and technological emergencies/disasters.
- Any hospital or long term care facility evacuating patients to facilities in the county or state will provide the medical records of patients, professional staff and as many supplies and equipment as practical.
- In the event of a bio-emergency, Marshall County officials, the healthcare community, and the general public will look to the local and state public health agencies to coordinate the response. The response will require the active collaboration of the clinicians and local public health authorities responsible for disease monitoring and surveillance. However, a bio-emergency, such as anthrax, would not require an outbreak investigation.
- Even during a relatively routine event, such as a case of hepatitis A in a food-handler or one case of measles on a college campus, the local public health agency will normally be responsible for surveillance and epidemiologic response and for coordinating the distribution and/or administration of vaccine, immune globulin, and other bio-emergency-related pharmaceuticals within its jurisdiction as deemed necessary.
- In the event that the Strategic National Stockpile is activated, Marshall County will coordinate with Marshall County Public Health Department to implement procedures to Point of Dispensing (POD) sites to distribute assets.

o See Appendix 1 Marshall County Point of Dispensing Management and Operations

- All Strategic National Stockpile activities will be coordinated with Iowa Department of Public Health and the Center for Disease Control. In the event of an influenza pandemic:
 - o There may be very little warning. Most experts believe that we will have between one and six months between the time that a novel influenza strain is identified outside of the U.S. and the time that outbreaks begin to occur in the U.S.
 - o Outbreaks may occur simultaneously throughout much of the U.S., preventing shifts in human and material resources that normally occur with other natural localized or regional disasters.
 - o The effect of influenza on individual communities will be relatively prolonged (weeks to months).
 - o The impact of a pandemic could have a devastating effect on the health and well being of the American public.
 - o Effective preventive and therapeutic measures including vaccines and antiviral agents will likely be in short supply, as well as antibiotics to treat secondary infections.

- Healthcare workers and other first responders will likely be at even higher risk of exposure and illness than the general population, creating the potential to further impede care of victims.
- Widespread illness in the community will increase the likelihood of sudden and potentially significant shortages of personnel in other sectors that provide critical community services, including military personnel, law enforcement, firefighters, utility workers, and transportation workers.

In the event of a bioterrorism attack:

- Although possible, an act of bioterrorism in Iowa is unlikely.
- The release of a biological agent will likely go unnoticed until infected people seek medical treatment.
- Most local public health systems will be overwhelmed by community requests for information, prophylaxis, and treatment when a bioterrorist threat or actual attack becomes public information.
- Public health officials will need to work closely with law enforcement and other first responder organizations during a bioterrorism attack.
- Illnesses resulting from a bioterrorist release may be very difficult to differentiate from a naturally occurring outbreak of disease, especially during the early stages.
- See also: ESF 13 – Public Safety and Security.

Concept of Operations

General

The Marshall County Public Health Department Nurse or designee shall:

- Assume operational control of county emergency public health and medical response assets, as necessary, in the event of a public health emergency.
- Coordinate with the Iowa Department of Public Health on the preparedness, response, recovery and mitigation phases of incident management. These actions do not alter or impede the existing authorities of any department or supporting agency.
- Take such action necessary to maintain the health of their jurisdiction in coordination with the county board of health.
- Implement isolation and quarantine policies and/or health orders when required due to incidents of mass communicable disease exposure or contamination of food, water and/or environmental resources.
- Coordinate all activities with/through the Marshall County Emergency Operations Center and the Marshall County Public Health Department Emergency Operations Center.
- Communicate with local and State governments to discuss the situation to determine the appropriate response actions.

The Marshall County Public Health Department Nurse or designee shall consult with the appropriate Supporting Agencies to determine the need for assistance according to the functional areas listed below:

Assessment of Public Health/Medical Needs

Marshall County Public Health Department will coordinate and integrate overall county efforts to provide public health and medical assistance to the affected area.

See ESF 6 – Evacuation, Mass Care, Housing, and Human Services.

Epidemiological Surveillance

Marshall County Public Health, in coordination with supporting departments and agencies, enhances existing surveillance systems to monitor the health of the general and medical needs population. They may also carry out field studies and investigations; monitor injury and disease patterns and potential disease outbreaks, blood and blood product bio-vigilance; and provide technical assistance and consultations on disease and injury prevention and precautions.

Marshall County Environmental Health will ensure food is being safely stored, prepared and served to the public.

Medical Personnel

Medical surge personnel are provided by assets internal to the county and then from supporting organizations, the State, and through Federal support (for example, the U.S. Department of Health and Human Services, U.S. Public Health Service Commissioned Corps, and the National Disaster Medical System). Support may be requested from State and Federal Departments for casualty clearing and staging, patient treatment, and support services such as surveillance and laboratory diagnostics after local resources have been exhausted.

Individual clinical public health and medical care specialists from the local, State and Federal Departments may be requested to assist local public health and medical personnel. Civilian volunteers may be engaged to assist local and State public health and medical personnel as appropriate.

Health/Medical Equipment and Supplies

State and Federal resources may be requested that include medical supplies and instruments, diagnostic, and radiation-detecting devices, pharmaceuticals, and biologic products in support of immediate medical response operations and in an area affected by a major disaster or emergency.

Supporting Agencies may be needed to mobilize supplies of needed materials to affected populations in a timely manner and provide ongoing medical care for affected individuals (mass prophylaxis).

Patient Evacuation

Supporting Agencies may be tasked transporting seriously ill (seriously ill describes persons whose illness or injury is of such severity that there is cause for immediate concern, but there is not imminent danger to life) or injured patients and medical needs populations from casualty collection points (patient staging) in the impacted area to designated reception facilities. Coordination in support of emergency triage and pre-hospital treatment, patient tracking, and distribution is accomplished with State and local emergency medical services officials.

See ESF 6 – Evacuation, Mass Care, Housing, and Human Services.

Patient Care

No matter the incident, patient care is provided according to state government agencies. Supporting Agencies are to provide available personnel to support pre-hospital triage and treatment, inpatient hospital care, outpatient services, pharmacy services, and dental care to victims who are seriously ill, injured, or suffer from chronic illnesses.

Patients can expect healthcare providers and support staff to maintain appropriate patient confidentiality, including Health Insurance Portability and Accountability Act privacy and security standards, where applicable.

Marshall County Public Health Department may assist with isolation and quarantine measures and with Point of Distribution operations (mass prophylaxis and vaccination).

Safety and Security of Drugs, Biologics, and Medical Devices

Supporting Agencies may be tasked to ensure that the safety and security measures are established for regulating pharmaceuticals, biologics (such as blood and vaccines), medical devices (such as radiation emitting and screening devices), and other public health/medical regulated products.

All-Hazard Public Health and Medical Consultation, Technical Assistance, and Support

Supporting Agencies may be tasked to assist in assessing public health and medical effects resulting from all hazards. Such tasks may include:

- Assessing exposures on the general population and on high-risk population groups
- Conducting field investigations, including collection and analysis of relevant samples
- Providing advice on protective actions related to direct human and animal exposures and indirect exposure through contaminated food, drugs, water supply, and other media
- Providing technical assistance and consultation on medical treatment, screening, and decontamination of injured or contaminated individuals

The Marshall County Public Health Department Nurse or designee may request assistance from the Iowa Department of Public Health to assist with patient/victim screening and decontamination.

Mental Health

Supporting Agencies may be tasked to assist in assessing mental health including, but not limited to:

- Substance abuse needs
- Emotional, psychological, psychological first aid, behavioral, or cognitive limitations requiring assistance or supervision
- Providing disaster mental health training materials for responders
- Providing liaison with assessment, training, and program development activities undertaken by local, State or Federal mental health and substance abuse officials
- Providing additional consultation as needed

Responder healthcare may include, but not be limited to, Critical Incident Stress Management and Post-Traumatic Stress Disorder services during and following an incident.

Public Health and Medical Information

Marshall County Public Health Department provides public health, disease, and injury prevention information that can be transmitted to members of the general public who are located in or near areas affected in languages and formats that are understandable to individuals with limited English proficiency and individuals with disabilities as provided by the Iowa Department of Public Health.

Responder Safety and Health

Marshall County Public Health Department will work with all Supporting Agencies to ensure that responder safety and health is managed using standards identified by the Iowa Occupational Safety and Health Standards as well as the National Institute for Occupational Safety and Health, Occupational Safety and Health Administration, and the U.S. Department of Labor and any other standards as they may apply.

Victim Identification and Mortuary Services

Supporting Agencies may be tasked with the following:

- Assisting the jurisdictional medico-legal authority and law enforcement agencies with tracking and documenting of human remains and associated personal effects
- Reducing the hazard presented by chemically, biologically, or radiologically contaminated human remains (when indicated and possible)
- Establishing temporary morgue facilities; determining the cause and manner of death
- Collecting ante-mortem data in a compassionate and culturally competent fashion from authorized individuals
- Performing postmortem data collection and documentation
- Identifying human remains using scientific means (e.g., dental, pathology, anthropology, fingerprints, and, as indicated, DNA samples)
- Preparing, processing, and returning human remains and personal effects to the authorized person(s) when possible
- Providing technical assistance and consultation on fatality management and mortuary affairs

Supporting Agencies may also be tasked, as appropriate, to provide support to families of victims during the victim identification mortuary process.

Food Safety and Security

Marshall County Public Health Department in cooperation with ESF 11 – Agriculture, Natural Resources, and Pets ensures the safety and security of food.

Marshall County Environmental Health will ensure food is being safely stored, prepared and served to the public.

Note: The Food and Drug Administration has statutory authority for all domestic and imported food except meat, poultry, and egg products, which are under the authority of the U.S. Department of Agriculture Food Safety and Inspection Service. The U.S. Environmental Protection Agency establishes tolerance levels for pesticide residues.

See ESF 3 – Public Works for the safety and security of potable water.

Medical Surge

Supporting Agencies may be tasked to expand the existing capacity of the existing healthcare system in order to provide triage and subsequent medical care. Medical surge is the rapid expansion of the capacity of the existing healthcare system in response to an event that results in increased need of personnel (clinical and non-clinical), support functions (laboratories and radiological), physical space (beds, alternate care facilities) and logistical support (clinical and non-clinical equipment and supplies). It includes providing definitive care to individuals at the appropriate clinical level of care, within sufficient time to achieve recovery and minimize medical complications.

Isolation and Quarantine

Isolation and quarantine may be necessary to protect the health of the population in order to contain the spread of disease. Isolation of ill individuals may occur in homes, hospitals, designated healthcare facilities, or alternate facilities. Quarantine refers to the separation and restriction of movement of persons who, while not yet ill, have been exposed to an infectious agent and may become infectious. Successful implementation will require that sufficient legal, logistical, and informational support exists to maintain these measures. Individuals who are ill, exposed, or likely to be exposed are separated, movement is restricted, basic necessities of life are available, and their health is monitored in order to limit the spread of a newly introduced contagious disease (e.g., pandemic influenza).

Legal authority for those measures should be clearly defined and communicated to all responding agencies and the public. Logistical support is provided to maintain measures until danger of contagion has elapsed.

See Appendix 4 Quarantine and Isolation Marshall County Code

Potable Water

See ESF 3 – Public Works and Engineering.

Waste Water and Solid Waste Disposal

See ESF 3 – Public Works and Engineering.

Veterinary Equipment and Supplies

See ESF 11 – Agriculture, Natural Resources, and Pets.

Agriculture Safety and Security

See ESF 11 – Agriculture, Natural Resources, and Pets.

Vector Control

See ESF 11 – Agriculture, Natural Resources, and Pets.

Veterinary Medical Support

See ESF 11 – Agriculture, Natural Resources, and Pets.

Organization

The Marshall County Public Health Department may open their own Emergency Operations Center depending on the situation and availability of staff. Coordination is made with the Marshall County Emergency Management Agency and the Joint Information Center for all information. Requests for resources from the incident site or Incident Command Post will be routed thru public health to Marshall County Emergency Management Agency to the Iowa State Emergency Operations Center and the Iowa Department of Public Health.

Marshall County Public Health Department and individual hospitals or medical centers in conjunction with the Marshall County Emergency Management Agency shall identify sources to provide augmentation of medical needs including but not limited to staff and to satisfy expanded medical requirements during emergency operations.

Marshall County Public Health Department and Medical Services Liaisons, if available, will represent their respective functions in the Marshall County Emergency Operations Center, if activated. To provide a coordinated and effective response, Marshall County Emergency Operations Center coordinates necessary emergency services, responder support (e.g. law enforcement, fire, rescue, and public works), and logistical support as required.

Central Iowa Healthcare may set up its own emergency operations center with their own staff and/or provide representation at the Marshall County Emergency Operations Center.

Roles and Responsibilities

Marshall County Public Health Nurse or designee:

- May be a member of the Marshall County Emergency Operation Center staff.
- Is responsible for coordinating activities required to safeguard public health and minimize the spread of disease.
- Acts as a liaison between public health officials and the local government and Emergency Management.
- Shall coordinate the Strategic National Stockpile assets and dispensing logistics related to these activities.
- Shall appoint a supporting staff, as needed, to fulfill the responsibilities to assure 24-hour operational capabilities, if needed. Supporting staff shall assess the hazard related to any existing or anticipated public health threat.
- Shall appoint a Communicable Disease Control Officer (epidemiological) to prevent or control the spread of any disease that may be communicable to humans, provide public education, and provide status reports to the Public Health Nurse or designee.
- Shall assist in developing this ESF in collaboration with other local agencies.

- Shall coordinate bio-emergency exercises as needed.
- Shall conduct, or otherwise arrange to provide, bio-emergency-related training as needed.
- Will support a Medical Examiner or designee and a Mental Health Coordinator assigned to the Incident Command Post depending on the incident.

Marshall County Medical Examiner or appointee:

- Has jurisdiction over the deceased.
- Assists in development of and implements the Mass Fatality Plan in coordination with the Iowa Department of Public Health and Environmental Health.
- Cares, identifies, and disposes of the deceased.
- Determines the manner and cause of death and provides information to the appropriate agencies for issuance of the death certificate.
- May request supplemental assistance through the Marshall County Emergency Operations Center for the identification, movement, storage and disposition of the deceased when local resources for the proper handling and disposition of the dead are exceeded.
- Coordinates with the Public Information Officer to ensure the Marshall County Emergency Operations Center and/or the Central Iowa Healthcare Emergency Operations Center is updated with current and accurate information.

Mental Health Coordinator:

- Shall be assigned as needed and will be dependent upon the jurisdiction of the incident.
- Works closely with all mental health agencies and the Marshall County Emergency Operations Center.
- Manages support for the victims and their families as well as to emergency workers in the field, medical facilities, disaster assistance centers, and command posts.
- Coordinates with mental health counselors.
- Maintains internal response plans.
- Assists with development of emergency plans.
- Establishes an outreach program.
- Coordinates public education material with the Public Information Office.
- Conducts Critical Incident Stress Debriefings.

Marshall County Environmental Health is responsible for the environmental impacts of an incident. Supporting staff may include, but not limited to:

- Laboratory technicians to analyze the samples gathered by inspectors or brought in by the public.
- Analysts to make recommendations on actions required to safeguard, correct or minimize public health threats.

Hospital/Medical Center Director:

- Acts as a liaison between the medical community and the local government.
- Supports medical mutual aid requests and coordinate additional requirements.
- Maintains plans and procedures to activate decontamination units as need or requested.
- Maintains current transfer and transport site (i.e. helipad).
- Obtains supplies and/or equipment to support medical operations in the event of an actual or anticipated shortage.
- Appoints supporting staff as needed to fulfill the responsibilities and assure 24-hour operational capabilities.
- Supports a Medical Control Officer assigned to the Incident Command Post.

Medical Control Officer:

The Medical Control Officer is responsible for the field operations concerning medical care, treatment, and priority order for transportation of the injured or ill.

The Medical Control Officer will assign the following supporting staff:

- Triage Officer.
 - Responsible for directing a team of medical personnel (Paramedics, Emergency Medical Technicians, Licensed Practical Nurses, Registered Nurses) in accessing patients and assigning priorities for medical treatment and transport.
- Transportation Officer.
 - Responsible for establishing a treatment area and coordinating a team of medical personnel in stabilizing triaged victims awaiting transport to a definitive care facility.
- Treatment Officer.
 - Responsible for establishing a treatment area and coordinates a team of medical personnel in stabilizing triaged victims awaiting transport to a definitive care facility.

- Staging Officer.
 - Responsible for coordinating Emergency Medical Services personnel and units in the staging area.
- Communications Officer.
 - Responsible for coordinating limited patient status information with Central Iowa Healthcare Medical Dispatch using the availability of beds and assists in assigning patients to those hospitals while working closely with the Transportation Officer.

Public Health and Medical Services Coordinators

Each director/nurse/coordinator/designee described herein has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the director/nurse/coordinator/designee is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the director/nurse/coordinator/designee include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with Primary and Support Agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.

Primary Agencies

When activated in response to an incident, the Primary Agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from Support Agencies through appropriate channels.
- Managing mission assignments and coordinating with Support Agencies.
- Working with appropriate private-sector organizations to maximize use of all available resources through proper channels.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.

- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.

Support Agencies

When activated in response to an event, threat, or incident, Support Agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

If activated, the Marshall County Emergency Operations Center may initially notify Marshall County Public Health Department or vice versa

This notification may be made by telephone, electronic mail, pager, radio etc. The notification could be to advise of a potential event, to announce an activation of the Emergency Operations Center, or to pass a request from local jurisdiction officials requesting assistance.

The Marshall County Emergency Operations Center may notify the primary agencies through the 911 Communications Center or directly from the Emergency Operations Center. The ESF 8 - Public Health Coordinator will notify other primary and Supporting Agencies requesting their assistance as appropriate. Primary and Supporting Agencies will report to the appropriate location as requested.

The situation will determine if the Marshall County Emergency Operations Center is needed. For large scale incidents, a unified command structure may be implemented.

Most primary and Supporting Agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies.

See figure below for the **coordination flow** in Incident Command Post and the Emergency Operations Center.

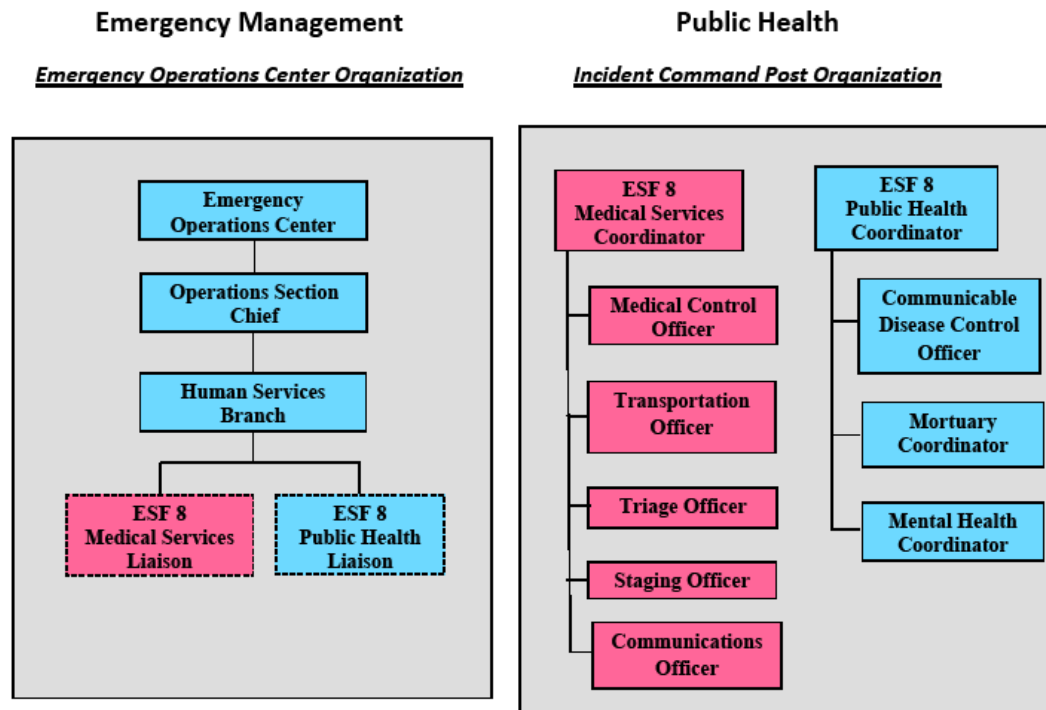


Figure 1: Coordination flow in the Emergency Operations Center and the Incident Command Post.

Primary Agency Functions

Agency	Function
Marshall County Public Health Department	Organizes and conducts county public health or medical emergency operation.
Marshall County Environmental Health	- Ensures food is being safely stored, prepared, and served to the public. - Provides enforcement of regulations and standards for minimizing, controlling or eliminating sources of human disease and environmental pollution. - Provides inspection of the construction of on-site sewage treatment systems and investigations of failed systems. - Provides inspection and complaint review of public swimming pools, tanning facilities, and tattoo establishments. - Provides safety and security of potable water.
Marshall County Medical Examiner	- Has jurisdiction over the deceased. - In the event that morgues are established, the Marshall County Medical Examiner, in coordination with the Chief Law Enforcement Officer or Sheriff will direct law enforcement agencies in providing security for the personal effects including the body of those deceased. - Responsible for victim identification and mortuary service.
Emergency Medical Services	- Coordinates the on-scene emergency medical care, transportation, and hospital treatment for victims. - Provides emergency medical care and transportation. - Provides emergency medical assistance for a public health or medical emergency operation.

Hospitals/Medical Centers	• Provide trained personnel and equipment for a public health or medical emergency operation.
Local Fire Departments	• May be responsible for mass decontamination, if equipped to do so. • Provide assistance in a public health or medical emergency operation, as needed and if available. • Make recommendations regarding operation activities. • Assume primary responsibility for fire and hazardous materials scenes.

Support Agency Functions

Support Agencies: Support agency representatives will provide technical expertise, personnel, teams and equipment in support of a public health and/or a medical emergency. Personnel assigned in support of the incident will maintain close coordination with Incident Command Post representative.

Note: Support Agencies are not listed in order of priority. They are all in support of the primary agency.

City/County Agencies	Functions
911 Communications	• Communications operators will follow the Comprehensive Emergency Operations Plan in the event of a public health or medical emergency operation.
Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services	• Provide alternate or additional radio communications for the Incident Command Post or the Emergency Operations Center.
Marshall County Emergency Management Agency	• Ensures the Comprehensive Emergency Operations Plan is implemented. • Coordinates with the Incident Commander to assist in contacting emergency response agencies needed for a public health or medical emergency operation. • Briefs local, state and federal officials as to the situation. • Coordinates resources at the request of the incident commander necessary for a public health or medical emergency operation.
Marshall County Central Point of Coordination (Mental Health Care)	• Responsible for coordinating support for the victims and their families as well as emergency workers in the field, medical facilities, disaster assistance centers, command posts, etc. This may include: ○ Coordinating with mental health counselors. ○ Establishing an outreach program.

	- o Coordinating public education material with the Public Information Officer. - o Conducting critical incident stress debriefing.
Local Law Enforcement	• Provides the Emergency Operations Center, Command Post, and Incident Commander with the communications link. • Provides additional personnel and equipment to a public health or medical emergency operation, as needed and if available.
Public Information Officer (s)	• Responsible for the collection, coordination, and dissemination of emergency public information material to the resident and transient population. • Serves as a member of the Emergency Operations Center. • Coordinates all public information activities with the Chief Executive Officer and the County Emergency Management Coordinator. • Appoints a supporting staff to ensure the capability of 24-hour operations, if needed.
Volunteers	• Assist in the public health or medical emergency operation as directed by the Emergency Management Coordinator or Incident Commander.
State Agencies	Functions
Iowa Medical Examiners Office	• Provide assistance to local/county medical examiner.
Iowa Department of Natural Resources	• Provides environmental manpower and technical assistance (e.g., air monitoring) and information in the event temporary interment is necessary and/or human remains are contaminated.

	• Provides technical assistance and environmental information for the assessment of the public health/medical aspects of situations involving hazardous materials.
Iowa Department of Public Health	• Provides information, consultation and support to local boards of health regarding board roles and responsibilities, essential public health services and significant public health issues. • Contracts with local boards of health to assure delivery of core public health functions and essential public health services. • Provides technical assistance to local boards of health as they update and submit Community Health Needs Assessment/Health Improvement Plans and makes those plans available to the public. • Supports the continued development of local public health systems, including performance-based contracting, meeting public health standards and quality assurance. • Leads all State public health and medical response to public health emergencies and incidents. • Assumes operational control of State emergency public health and medical response assets, as necessary, in the event of a public health emergency and provides assistance to County Public Health Departments. • Coordinates national preparedness, response, and recovery actions through the Iowa Homeland Security Emergency Management Division.
Iowa Department of Public Safety	• Provides additional law enforcement capabilities. • Provides security for the Strategic National Stockpile, secure movement of needed blood and blood product supply, and quarantine enforcement assistance, if required. • Provides Iowa Department of Public Health with relevant information of any credible threat or other situation that could potentially threaten public health.

	• Coordinates with local law enforcement and the Federal Bureau of Investigation to assist in victim identification. • Supports local death scene investigations and evidence recovery.
Iowa Homeland Security and Emergency Management	• Responsible for the overall emergency coordination of state assistance if a multiple state agency response is required. • Maintains situational awareness and the Common Operating Picture. • Provides logistical support for deploying public health and medical elements required and coordinates the use of mobilization centers/staging areas, transportation of resources, use of disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations. • Assists in arranging transportation to support evacuating patients who are too seriously ill or otherwise incapable of being evacuated in general evacuation conveyances.
Iowa National Guard - Iowa 71 st Civil Support Team	• At the direction of the Governor, mobilizes and deploys available National Guard units to support local governments with available medical personnel for casualty clearing/staging and other missions as needed including aero-medical evacuation and medical treatment. • At the direction of the Governor, provides support to the Iowa Department of Public Health to assist County governments in the evacuation of patients and medical needs populations to locations where hospital care or outpatient services are available. • Provides additional personnel and equipment as needed.
Federal Agencies	Functions

Centers for Disease Control	• Can assist with the epidemiology and public notifications in a terrorism threat, incident or disease outbreak. • Can provide technical assistance when requested or in cases where emergency needs exceed the capability of local response resources.
Department of Commerce	National Oceanic and Atmospheric Administration: • Provides near real-time transport, dispersion, and predictions of atmospheric releases of radioactive and hazardous materials that may be used by authorities in taking protective actions related to sheltering and evacuation of people.
Department of Defense	• At the request of the U.S. Department of Health and Human Services, provides support for the evacuation of patients and medical needs populations to locations where hospital care or outpatient services are available. • Provides available logistical support to public health/ medical response operations. • Provides available medical personnel for casualty clearing/staging and other missions as needed including aero-medical evacuation and medical treatment. • Provides available military medical personnel to assist in the protection of public health (such as hygiene, and other environmental conditions). • Provides available the Department of Defense medical supplies for distribution to mass care centers and medical care locations being operated for incident victims with reimbursement to the Department of Defense. • Provides available emergency medical support to assist State, or local officials within the disaster area and the surrounding vicinity. Such services may include: - o Triage. - o Medical treatment. - o Mental health support.

	○ Use of Department of Defense medical facilities within or near the incident area. • Provides assistance, as available, in managing human remains, including victim identification and mortuary affairs and temporary internment of the dead. • Provides available blood products in coordination with the Department of Health and Human Services. • Provides medical surveillance and laboratory diagnostics and confirmatory testing in coordination with the Department of Health and Human Services. U.S. Army Corps of Engineers: • Through ESF 3 – Public Works and Engineering, provides technical assistance, equipment, and supplies as required in support of the Department of Health and Human Services to accomplish temporary restoration of damaged public utilities affecting public health and medical facilities. • In the event of a catastrophic mass fatality incident, assists with the temporary interment of the dead.
Department of Energy	National Nuclear Security Administration: • Provides personnel and equipment, including portal monitors, to support initial screening and provides advice and assistance to State, and local personnel conducting screening/decontamination of persons leaving a contaminated zone. Radiological Assistance Program: • Provides regional resources (personnel, specialized equipment, and supplies) to evaluate, control, and mitigate radiological hazards to workers and the public. • Provides limited assistance in the decontamination of victims. • Assists State, tribal, or local officials in the monitoring and surveillance of the incident area. National Atmospheric Release Advisory Capability:

	- Provides near real-time transport, dispersion, and dose predictions of atmospheric releases of radioactive and hazardous materials that may be used by authorities in taking protective actions related to sheltering and evacuation of people. Federal Radiological Monitoring and Assessment Center: - Assists public health and medical authorities in determining radiological dose information. - Assists in providing coordinated gathering of environmental radiological information and data. - Assists with consolidated data sample analyses, evaluations, assessments, and interpretations. - Provides technical information.
Department of Health and Human Services	- The Secretary of Health and Human Services shall assume operational control of Federal emergency public health and medical response assets, as necessary, in the event of a public health emergency, except for members of the Armed Forces, who remain under the authority and control of the Secretary of Defense. Centers for Disease Control and Prevention: - Provides support through Department of Health and Human Services to include: - Laboratory Services to determine or prove positive disease strains. - Determining threat and effects of short and long term exposure. - Making recommendations for protecting human health. - Analyzing and identifying contaminants and toxic materials in soils, vegetation and water.
Department of Homeland Security	Provides communications support in coordination with ESF 2 – Communications.

	• Maintains situational awareness and the Common Operating Picture via the Homeland Security Information Network. • Assists in providing information/liaison with emergency management officials in the National Disaster Medical System Federal Coordinating Centers areas. • Identifies and arranges for use of the Department of Homeland Security/U.S. Coast Guard aircraft and other assets in providing urgent airlift and other transportation support. • Directs the Nuclear Incident Response Team, when activated, and ensures coordination of the Nuclear Incident Response Team activities with the ESF primary agency and designated coordinating agency under the ESF 10 – Hazardous Materials. • Provides enforcement of international quarantines through the Department of Homeland Security/U.S. Coast Guard, Customs and Border Protection, and Immigration and Customs Enforcement Federal Emergency Management Agency: • Provides logistical support for deploying medical elements required and coordinates the use of mobilization centers/staging areas, transportation of resources, use of disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all national contracts and interagency agreements managed by the Department of Homeland Security for response operations. • Assists in arranging transportation to support evacuating patients who are too seriously ill or otherwise incapable of being evacuated in general evacuation conveyances. • Provides tactical communications support through Mobile Emergency Response Support, inclusive of all types (i.e., deployable satellite and Radio Frequency/radio communications). Office of Infrastructure Protection: • Provides situational awareness, cross-sector coordination, and prioritized recommendations regarding critical
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	infrastructure and key resources.
Department of Justice	• Assists in victim identification, coordinated through the Federal Bureau of Investigation. • Provides State, or local officials with legal advice concerning identification of the dead. • Provides security for the Strategic National Stockpile, secure movement of needed blood and blood product supply, and quarantine enforcement assistance, if required. • Establishes an adult missing person call center and assists in the disposition of cases. • Shares missing person data in support of identification of the dead and seriously wounded. • Supports local death scene investigations and evidence recovery.
Department of Transportation	• Coordinates with the Federal Aviation Administration for air traffic control support for priority missions. • Provides technical support to assist in arranging logistical movement support (e.g., supplies, equipment, blood supply, etc.) subject to requirements.
Environmental Protection Agency	• Provides technical assistance and environmental information for the assessment of the public health/medical aspects of situations involving hazardous materials, including technical and policy assistance in matters involving critical healthcare facilities. • Provides support for public health matters for radiological incidents through the Federal Radiological Monitoring and Assessment Center and the Advisory Team for Environment and Health. • Assists in identifying alternate water supplies and wastewater collection and treatment for critical healthcare facilities.

	Provides environmental technical assistance (e.g., air monitoring) and information in the event temporary interment is necessary and/or human remains are contaminated.
Other Agencies	
American Red Cross	- Provides emergency first aid, consisting of basic first aid and referral to appropriate medical personnel and facilities, supportive counseling, and healthcare for minor illnesses and injuries to incident victims in mass care shelters, the Joint Field Office, selected incident cleanup areas, and other sites deemed necessary by the primary agency. - Assists community health personnel subject to staff availability. - Provides supportive counseling for family members of the dead, for the injured, and for others affected by the incident subject to staff availability. - Provides available personnel to assist with administrative and logistical support in temporary immunization clinics. - Acquaints families with available health resources and services, and makes appropriate referrals. - At the request of the Department of Health and Human Services, coordinates with the American Association of Blood Banks Inter-organizational Task Force on Domestic Disasters and Acts of Terrorism to provide blood products and services as needed through regional blood centers. - Supports reunification efforts through its “Safe and Well” website and in coordination with government entities as appropriate.

Critical Incident Stress
Management Team

- Provide trained personnel to assist emergency services personnel and their spouses deal with stressful aspects of their occupation.
- Provide pre-incident education, emergency critical incident defusing and debriefing, referrals for individual services and family support programs.

ESF Development, Testing, and Maintenance

Refer to the Marshall County Comprehensive Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

Iowa Homeland Security Region One

Marshall County

Emergency Support Function 9

Search and Rescue

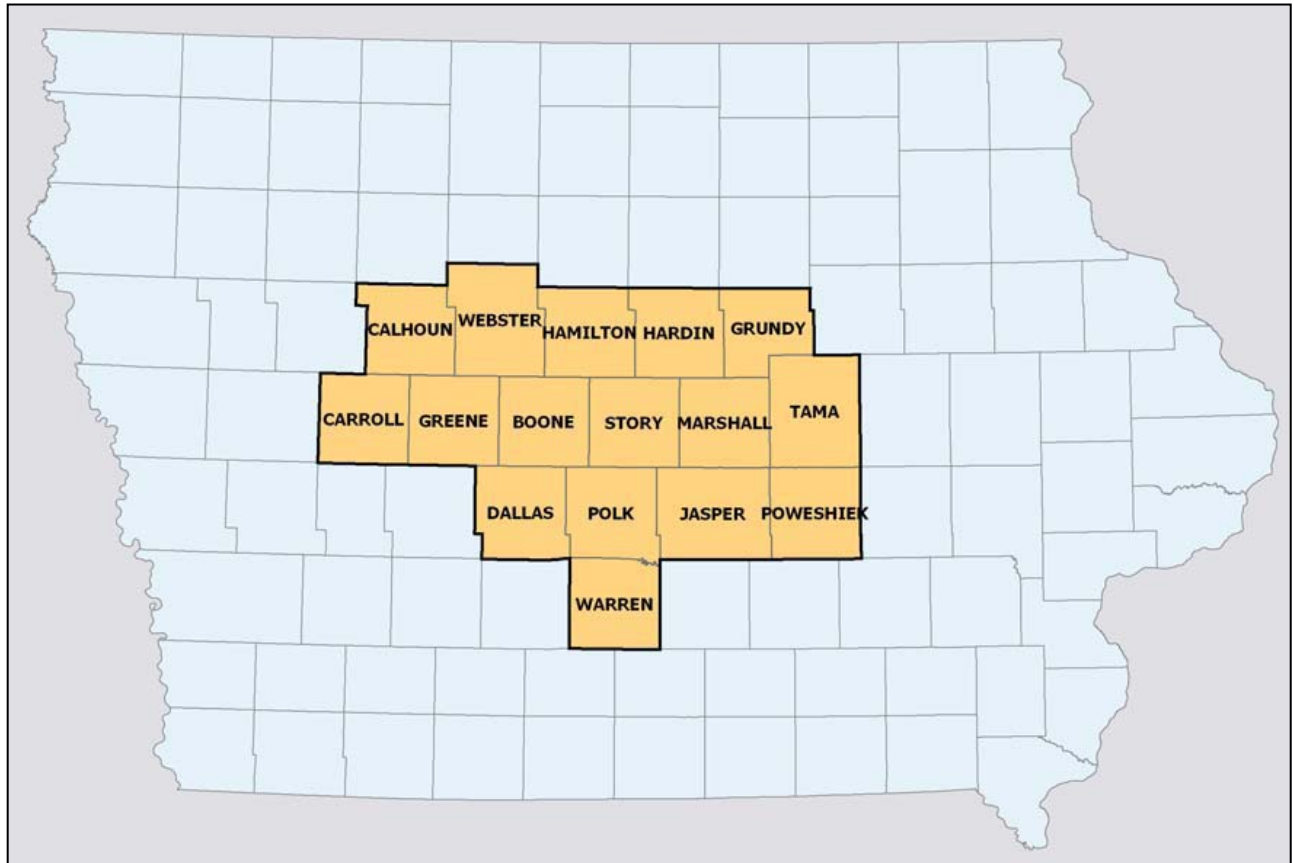


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Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)
#2	4-20-17	6-28-17	Kim Elder

Primary and Supporting Agencies

Emergency Support Function Coordinator: Local Law Enforcement Agency

Primary Agencies

Marshall County Sheriff's Department

Individual City Fire Department(s)

Individual City Police Department(s)

Amber Alert

Support Agencies

City/County

Marshalltown/Marshall County 911 Communications Center

Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services

Marshall County Coroner

Marshall County Conservation

Marshall County Emergency Management Agency

Marshall County Engineer's Office

Marshall County CERT (Community Emergency Response Team)

City of Des Moines/Polk County Metro Special Tactics and Response Team

STAR1 Search and Rescue Team/Story County Emergency Management

Marshall County Emergency Medical Services

Unity Point Medical Center Paramedic Service - Marshalltown

Independent K-9 Handlers

Local Public Works

Public Information Officer

Volunteers

State

Iowa Civil Air Patrol

Iowa 71st Civil Support Team

Iowa Department of Natural Resources

Iowa Department of Public Safety

Iowa Homeland Security and Emergency Management

Iowa National Guard

Iowa Task Force One

Federal

National Park Service

US Army Corps of Engineers

US Department of Labor

US Fish and Wildlife

Introduction

Purpose

Emergency Support Function 9 - Search and Rescue rapidly deploys components of Marshall County to provide specialized lifesaving assistance when activated for incidents or potential incidents requiring a coordinated county response.

Scope

This annex is composed of primary agencies that provide specialized operations. It is the employment of private, city, county, and state assets to find or locate lost or missing persons who have become injured, stranded, trapped or have perished. If the person(s) are deceased it then becomes a recovery operation.

Search, rescue and recovery operations have to be carried out in every part of Marshall County, whether on the ground, water, or in man-made structures.

Search and Rescue services include the performance of distress monitoring, communications, location of distressed personnel, coordination, and execution of rescue operations including extrication or evacuation.

It also includes the provisioning of medical assistance and civilian services through the use of public and private resources to assist persons and property in potential or actual distress.

This annex is not intended to cover law enforcement or department of corrections escapee situations or when suspects are armed or considered dangerous.

Policies

Command and Control of all ground (land based) and water (waterways) search and rescue operations are directed by the law enforcement agency responsible for the jurisdiction.

This annex will be implemented in accordance with the National Incident Management System/Incident Command System and the incorporated measurable objectives identified in the Incident Action Plan.

The Incident Command System provides the functional structure for actively managing any type of incident regardless of cause, size, or complexity.

All personnel with responsibilities in the Incident Command Post and Emergency Operations Center will be proficient with the Incident Command System concepts and principles.

Outside assistance is available to local response and support personnel to implement complex or large organizational structures through the Iowa Incident Management Team (Type III).

The Incident Command System is primarily a field level organizational system which has authority to make operational and tactical decisions and command all field personnel.

Coordination with state and other local search and rescue organizations is accomplished through the Marshall County Emergency Operations Center.

Most Search and Rescue should be considered a criminal investigation until otherwise confirmed.

Additional policies and authorities for this emergency support function is contained in the Marshall County Comprehensive Emergency Operations Plan.

Situations and Planning Assumptions

Situations

- Acts of Nature (i.e., ice storms, snow, floods, earthquakes, tornadoes) may result in emergencies that require search and rescue operations.
- Search and Rescue occur as a result of accidents during recreational activities such as fishing, boating, hunting, camping or hiking.
- Search and Rescue occur when youth, elderly, or special needs populations may become disoriented, lost or injured.
- Search and Rescue incidents may become crime scenes and precautions are needed to protect evidence.
- Terrorist, Weapons of Mass Destruction, or Catastrophic events usually require extensive search and rescue operations.
- Missing or downed planes may result in injuries that may require search and rescue operations.
- Accidental or intentional chemical releases may require search and rescue operations.

Planning Assumptions

- All communities in Marshall County may experience the need for search and rescue operations, but may not have the resources (personnel and equipment) readily available.
- Search and Rescue operations may require highly trained personnel and highly specialized equipment.
- Search and Rescue personnel may face additional and potential danger, environmental safety and health hazards due to debris, downed power lines, unstable structures, and/or exposure to chemical, biological, or radiological incidents.
- Search and Rescue personnel must take into consideration their own safety as well as the victims when working in severe weather conditions such as extreme heat or cold, heavy rains, or high winds.
- The areas impacted by the disaster may be limited or restricted and may be accessible via snowmobile, all terrain vehicles, aircraft or watercraft.
- Volunteers must be managed, monitored, and documented. Additional safety or evidence preservation training may be necessary prior to activation.

Concept of Operations

General

Command and Control of all emergency search and rescue operations will remain with the jurisdiction.

When local and county resources are exhausted or inadequate for the search and rescue operation, the State Emergency Operations Center will be notified for additional state resources, such as additional trained personnel and specialized equipment.

Organization

The Marshall County Sheriff/Police Chief or designee shall:

- Develop the task organization needed to meet the requirements of the search and rescue operation to be conducted.
- Notify the support agencies/organizations deemed necessary to conduct the search and rescue operations.
- Provide detailed instructions and assign specific areas to search and rescue units.
- Establish communications for direction and control of operations and requirements for reporting.
- Identify specialized equipment needs, provisions for procurement, and how that equipment will be utilized.
- Establish an Incident Command Post and appoint an Incident Commander. Operations, Logistics, Safety and Public Information Officers may also be necessary.
- Establish a media briefing area and provide periodic briefings (delivered by the Public Information Officer). See Emergency Support Function 15- Public Information.
- Conduct 24-hour operations (if necessary and safety allows).
- Coordinate additional on-site support through the Emergency Operations Center.
- Establish an on-site rehabilitation/first aid station for use by search and rescue personnel.

Roles and Responsibilities

Emergency Support Function 9 – Search and Rescue Coordinator

The coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.
- Identifying hazards and promoting the safety of all responders and volunteers.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions.
- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.

Support Agencies

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the Marshall County Comprehensive Emergency Operations Plan – Concept of Operations for specific information.

The size of the search and rescue operation will determine if an Emergency Operations Center is needed. For large scale incidents, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the Emergency Support Function in which his/her primary responsibilities lie.

The Emergency Operations Center Manager will staff the Emergency Operations Center as needed depending on the size and scope of the search and rescue operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected Emergency Support Functions within the Emergency Operations Center. See Emergency Support Function 5 – Emergency Management.

See figure below for the **coordination flow** in Incident Command Post and the Emergency Operations Center.

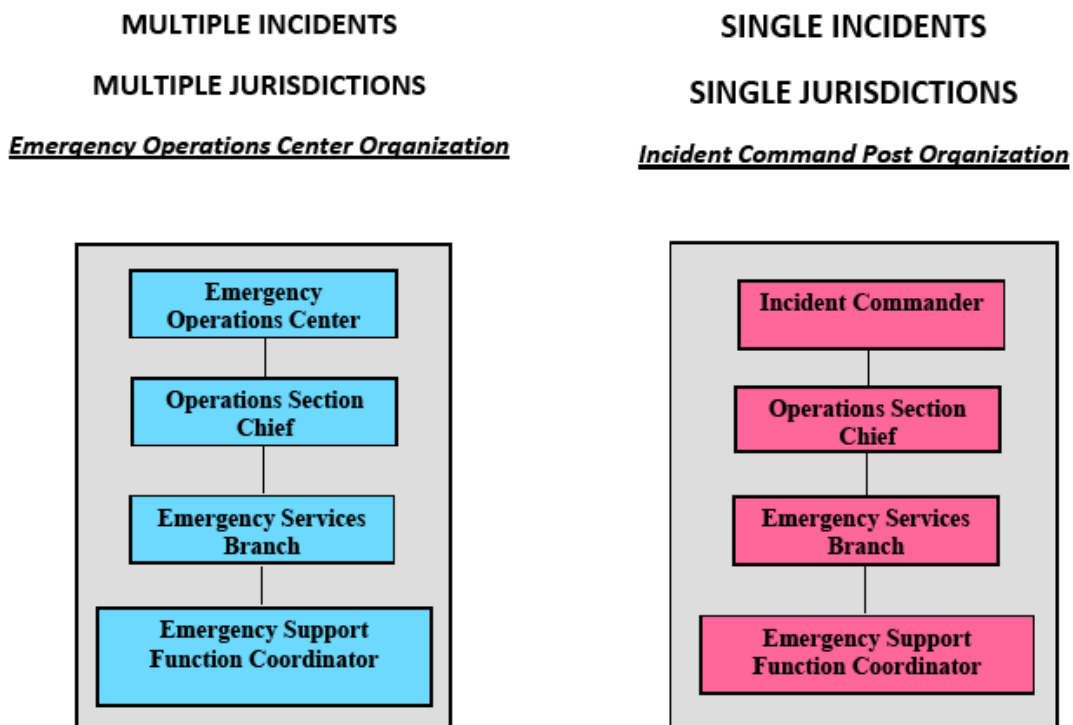


Figure 1 Coordination Flow in the Emergency Operations Center and Incident Command Post

Primary Agency Functions

Agency	Function
Marshall County Sheriff's Department	• Primary responsibility for organizing and conducting county search and rescue operations.
Individual City Police Department(s)	• Provides the Emergency Operations Center, Command Post, and Incident Commander with the communications link. • Provides additional personnel and equipment to search and rescue operations, as needed and if available.
Amber Alert	• Provides a rapid response to the most serious child-abduction cases. • When activated, law-enforcement agencies immediately gain the assistance of thousands of broadcast and cable listeners and viewers throughout the area.
Individual City Fire Department(s)	• Provides the Emergency Operations Center, Command Post, and Incident Commander with the communications link. • Provides additional personnel and equipment to search and rescue operations, as needed and if available. • Provide trench, water, high angle and confined space search and rescue operations, if capable. • Provide assistance in search and rescue operations, as needed and if available. • Make recommendations regarding operation activities. • Primary responsibility for fire and hazardous materials scenes

Support Agency Functions

Support Agencies: Support agency representatives will provide technical expertise, personnel, teams and equipment in support of a hazardous materials incident. Personnel assigned in support of the incident will maintain close coordination with Incident Command Post representative.

Note: Support agencies are not listed in order of priority. They are all in support of the primary agency.

City/County Agencies	Functions
911 Communications	Communications operators will follow the Comprehensive Emergency Operations Plan in the event of a search and rescue operation.
Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services	Provide alternate or additional radio communications for the Incident Command Post or the Emergency Operations Center.
Marshall County Coroner	In the event that morgues are established, the _____ County Coroner, in coordination with the Chief Law Enforcement Officer or Sheriff will direct law enforcement agencies in providing security for the personal effects, including the body of those killed or injured.
Marshall County Conservation	Assist in parks, greenbelt, and trail areas with personnel and equipment (all terrain vehicles and boats).
Marshall County Emergency Management Agency	- Ensures the Comprehensive Emergency Operations Plan is implemented. - Coordinates with the Incident Commander to provide emergency response agencies needed for search and rescue. - Briefs local, tribal, state and federal officials as to the situation. - Coordinate resources necessary for search and rescue.
Marshall County Engineer's Office	Provide additional staff and equipment for search and rescue.

Marshall County CERT (Community Emergency Response Team)	• Dispatches and works under the Marshall County Emergency Management Agency and the Incident Commander to assist with various duties. • Provide trained personnel and equipment for search and rescue and support operations, as requested.
City of Des Moines/Polk County Metro Special Tactics and Response Team	• Provide Dive Team to locate and recover drowning victims and other water-related assignments.
Independent K-9 Handlers	• Provide various types of canine operations including water and cadaver.
STAR1 Search and Rescue Team/Story County Emergency Management	• Provide National Search and Rescue trained technicians canines to assist with search management. • Provide various types of canine operations including water and cadaver.
Emergency Medical Service & Unity Point Medical Center Paramedic Service - Marshalltown	• Coordinates the on-scene emergency medical care, transportation and hospital treatment for rescued victims. • Provide emergency medical care and transportation. • Provide emergency medical assistance to search and rescue personnel.
Local Public Works	• Provide additional staff and equipment for search and rescue.
Public Information Office	• Responsible for the collection, coordination, and dissemination of emergency public information material to the resident and transient population. • Member of the Emergency Operations Center. • Coordinates all public information activities with the Chief Executive Officer and the County Emergency Management Coordinator. • Appoints a supporting staff to ensure the capability of 24-hour operations, if needed.
Volunteers	• Assist in search and rescue operations as directed by the Incident Commander.

State Agencies	• Functions
Iowa Civil Air Patrol	• Provide trained personnel and equipment for aerial search and rescue operations.
Iowa 71 st Civil Support Team	• Provide additional personnel and equipment for search and rescue operations.
Iowa Department of Natural Resources	• Provide Conservation Officers to assist Law Enforcement. Provide swift water rescue teams.
Iowa Department of Public Safety	• Provide additional law enforcement capabilities. • Coordinate Conference Calls for additional resources and guidance. • Assist with the AMBER Alert System • Provide fixed wing aerial with thermal imaging abilities • Provide child abduction response team.
Iowa Homeland Security Emergency Management	• Responsible for the overall emergency coordination of state assistance if a multiple state agency response is required.
Iowa National Guard	• Provide additional personnel and equipment as needed.
Iowa Parks and Wildlife	• Provide Park Rangers to assist Law Enforcement.
Iowa Task Force One	• Provide trained personnel and equipment for urban search and rescue operations.
Federal Agencies	• Functions
National Park Service	• Provide Park Rangers to assist with search and rescue operations.
US Department of Labor	• Mine Safety and Health Administration provides mine search and rescue teams.
US Fish and Wildlife	• Provide Game Wardens to assist with search and rescue

	operations.
	• Coordinate Conference Call for additional resources/guidance.
	•
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Annex Development, Testing and Maintenance

Refer to the Marshall County Comprehensive Emergency Operations Plan for annex development, testing, and maintenance.

Appendices:

1. Missing Person/Search and Rescue Joint Notification Process (attached)
2. Contact Lists -contacts are listed in ESF 13 – Public Safety and Security and ESF 4 Firefighting
3. Resource Lists – resources are listed with ESF 7 Logistics and Management/Resource Support

Appendix 1

Iowa Homeland Security Region One

Marshall County

Emergency Support Function 10

Hazardous Materials & Radiological Incidents



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1. Tier II Facility Maps
2. Hazardous Materials Incident Reporting Form
3. Facilities and Populations at Risk (Proximity) and Hospital Location (Hazards Analysis Summary Maps)
4. Tier II Facility Emergency Coordinator Contact Information
5. Transportation Map of County
6. List of Local Emergency Planning Committee Members
7. Training Schedule for Local First Responders
8. Transportation Routes of Extremely Hazardous Substances
9. List of Radiological Licensees in County
10. Shelter-in-Place Procedures
11. Decontamination Procedures

Additional Reference Materials:

1. State of Iowa CBRNE Threat Protocol Model Version 2.0 June 2007

Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)
Updated/Reviewed only changes to update annexes, no changes in body of ESF 10	November 1, 2011 (FY12)	Submitted to state HSEMD November 2, 2011	Kimberly Elder & LEPC committee
Updated/Reviewed only changes to update annexes, no changes in body of ESF 10	November 20, 2012 (FY13)	Submitted to state HSEMD November 21, 2012	Kimberly Elder & LEPC committee
Updated/Reviewed only changes to update annexes, no changes in body of ESF 10	January 20, 2014 (FY14)	Submitted to state HSEMD January 20, 2014	Kimberly Elder & LEPC committee
Updated/Reviewed only changes to update annexes, no changes in body of ESF 10	November 14, 2014	Submitted to Iowa HSEMD November 14, 2014	Kimberly Elder & LEPC Committee
Updated/Reviewed only changes to update annexes no changes in body of ESF 10	November 23, 2015	Submitted to Iowa HSEMD November 23, 2015	Kimberly Elder & LEPC committee
Updated only changes to update annexes no change in body of ESF 10	December 9, 2016	Submitted to Iowa HSEMD January 2017	Kimberly Elder & LEPC committee

Updated only. No change in body of ESF 10	January 10, 2018	Submitted to Iowa HSEMD January 2018	Kimberly Elder & LEPC committee
Update only. No change in the body of ESF 10	January 3, 2019	Submitted to Iowa HSEMD January 2019	Kimberly Elder & LEPC committee
Update only. No change in the body of ESF 10	October 11, 2019	Submitted to Iowa HSEMD October 2019	Kimberly Elder & LEPC committee

Primary and Supporting Agencies

Emergency Support Function Coordinators

Chemical: Marshalltown Fire Department/Des Moines HazMat Team (contract)

Biological: Marshall County Public Health

Radiological/Nuclear: Local Radiological Officer

Explosive: Marshalltown Police Department/Marshall County SWAT team

Primary Agencies

Albion, Clemons, Ferguson, Gilman, Green Mountain, Haverhill, Laurel, LeGrand, Liscomb, Marshalltown, Melbourne, Rhodes, and State Center Fire Departments

Des Moines Hazardous Materials Team (contract)

Marshall County Public Health

Local Radiological Emergency Response Team (Marshalltown, Gilman, LeGrand and State Center Fire Departments)

Iowa Department of Public Health

Support Agencies

Local/County/Other:

Marshall County/Marshalltown 911 Communications Center

Amateur Radio Emergency Services (ARES)/ Amateur Radio Civil Emergency Services (CIRAS)

Marshall County Conservation Board

Marshall County Emergency Management

Marshall County Emergency Medical Services

Marshall County and Individual City Law Enforcement

Marshall County and Individual City Public Works and Utilities

Unity Point Healthcare Marshalltown

Marshall County and Individual City Public Information Officer

Private Sector Business and Industry

Nonprofit and Volunteer Groups (American Red Cross/Salvation Army)

City of Des Moines Bomb Squad

City of Des Moines/Polk County Metro Special Tactics and Weapons of Mass Destruction Response Team

State:

Iowa Department of Natural Resources, Division of the Environmental Protection

Iowa Department of Transportation

Iowa Homeland Security/Emergency Management

Iowa National Guard, 71st Civil Support Team

Iowa State University Department of Environmental Health and Safety

Iowa State University Department of Occupational Medicine Personnel

Federal:

Ames Laboratory, United States Department of Energy

Federal Emergency Management Agency

National Animal Health Complex

National Response Center

United States Environmental Protection Agency

Introduction

Purpose

Emergency Support Function 10 – Hazardous Materials provides support in response to an actual or potential discharge and/or uncontrolled release of hazardous materials when activated. It is designed to fulfill the requirements of the Federal Emergency Planning and Community Right-to-Know Act (Title III, Superfund Amendments and Emergency Management Reauthorization Act of 1986), and responsibilities of Local Emergency Planning Committees/Emergency Management Commissions as established by Iowa Code 29C and Iowa Administrative Rules.

Scope

This ESF provides for a coordinated response to actual or potential hazardous materials incidents. Response to hazardous materials incidents is generally carried out in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan , 40 Code of Federal Regulations 300.

For purposes of this ESF, “hazardous materials” is a general term intended to mean hazardous substances, pollutants, and contaminants as defined in the National Oil and Hazardous Substances Pollution Contingency Plan. Marshall County hazardous materials include chemical, biological, radiological/nuclear substances, whether accidentally or intentionally released, and explosives.

It includes the appropriate actions to prepare for, respond to, and recover from a threat to public health, welfare, or the environment caused by actual or potential hazardous materials incidents.

This ESF may be used under appropriate authorities to respond to actual or threatened releases of materials not typically responded to under the National Oil and Hazardous Substances Pollution Contingency Plan but that pose a threat to public health or welfare or to the environment.

Appropriate response activities to such incidents include, but are not limited to, household hazardous waste collection, monitoring of debris disposal, water quality monitoring and protection, air quality sampling and monitoring, and protection of natural resources.

This ESF is applicable to all departments and agencies with responsibilities and assets to support local and regional response to actual or potential hazardous materials incidents.

Appropriate and prudent elements of this ESF shall be implemented whenever a hazardous or extremely hazardous material release poses an immediate or acute threat to public health and safety, personal or public property, or the environment.

In accordance with the aforementioned guidance the following steps should be taken:

- Assess the potential hazards of a hazardous or extremely hazardous substance incident.
- Reduce the vulnerability of residents in the event of a hazardous or extremely hazardous substance incident.
- Establish capabilities for protecting citizens from the effects of a hazardous or extremely hazardous substance incident.
- Establish those interagency responsibilities, capabilities and organizational structures necessary to facilitate a coordinated public and private sector response to a hazardous materials incident.
- Establish those policies and standard operating procedures necessary to protect the health and safety of public and private sector personnel responding to a hazardous materials incident.
- Provide for the recovery in the aftermath of an emergency involving extensive damage or other detrimental effect on normal life within the community.

Policies

The policies and authorities for this ESF are contained in:

- Public law 99.499 Emergency Planning and Community Right-to-Know Act of 1986. This act has four major provisions:
 - o [Section 301-303, Emergency Planning](#) is designed to help communities prepare for and respond to emergencies involving hazardous substances. Every community in the United States must be part of a comprehensive plan. The Iowa Homeland Security Emergency Management Division is responsible for implementing Section 301-303.
 - o [Section 304, Emergency Release Notification](#) (Spill Reporting). Facilities must provide an emergency notification and a written follow-up notice to the Local Emergency Planning Committee and the State Emergency Response Commission (for any area likely to be affected by the release) if there is a release into the environment of a hazardous substance that is equal to or exceeds the minimum reportable quantity set in the regulations. In Iowa these reports are made to the Iowa Department of Natural Resources at **515-725-8694**.
 - o [Section 311-312 Hazardous Chemical Storage Reporting](#) (Tier II) requires facilities that have a material safety data sheet for any hazardous chemicals stored or used in the work place above certain quantities to submit an emergency and hazardous chemical inventory form (TIER II) to the State Emergency Response Commission, Local Emergency Planning Commission, and local fire department. The TIER II form is due annually on March 1st. Approximately 500,000 products have material safety data sheets.
 - o [Section 313 Toxic Chemical Release Inventory Reporting](#) requires facilities meeting regulatory requirements to complete a Toxic Chemical Release Inventory Form annually for specified chemicals. The form must be submitted annually to Environmental Protection Agency and the State Emergency Response Commission by July 1. The form covers releases and other waste management of toxic chemicals that occurred during the preceding calendar year.
- Chapter 30.1 - 30.12 Iowa Code 1989, as amended.
- Iowa Administrative Rules Chapter 605 101.1(17a)-103.7(30).
- Iowa Code 567 Chapter 131
- National Oil and Hazardous Substances Pollution Contingency Plan, 40 Code of Federal Regulations , Part 300
- Occupational Safety and Health Administration , 29 Code of Federal Regulations, Part 1910.120
- Comprehensive Environmental Response, Compensation, and Liability Act.

- National Fire Protection Association Recommendations on Transportation, Storage, and Use of Explosive Materials #45.
- Federal Water Pollution Control Act as amended by section 311 of the Clean Water Act and the Oil Pollution Act of 1990
- Local resolutions
- Mutual Aid Agreements.
- Contract (s) for hazardous materials response.

For a terrorist incident involving hazardous materials (to include certain chemical, biological and radiological substances), the primary agencies identified in this ESF provide assistance, investigative support, and intelligence analysis for the hazardous materials response in coordination with the law enforcement and criminal investigation activities.

See also:

- Emergency Support Function 13 – Public Safety and Security
- State of Iowa CBRNE Threat Protocol Model Version 2.0 June 2007

For an incident involving hazardous materials and is determined to be an intentional criminal act but not an act of terrorism, the Environmental Protection assumes primary Federal responsibility for the Federal criminal investigation in accordance with its authorities and applicable laws and regulations.

Emergency Planning and Community Right-to-Know

Emergency planning requirements (sections 301-303) are designed to help communities prepare for and respond to emergencies involving hazardous substances.

Every community in Marshall County must be part of this ESF.

Facilities subject to emergency planning requirements:

- Any facility with any Extremely Hazardous Substance on-site greater than the relevant Threshold Planning Quantities.
- Any other facility designated as subject to the emergency planning requirements by the Governor of State or the State Emergency Response Commission after a period of public comment.

Facilities are required to:

- Cooperate in emergency plan preparation and designate a facility emergency coordinator to participate in the planning process.
- Notify their State Emergency Response Commission and Local Emergency Planning Commission within 60 days of becoming subject to the emergency planning requirements (such as from a shipment or production of an Extremely Hazardous Substance).

State Emergency Response Commission

The Governor of Iowa has designated a State Emergency Response Commission that is responsible for implementing the Emergency Planning and Community Right-to-Know Act provisions. The Commission's duties include:

- Establishing procedures for receiving and processing public requests for information collected under the Emergency Planning and Community Right-to-Know Act
- Reviewing local emergency response plans
- Designating local emergency planning districts
- Appointing a Local Emergency Planning Committees for each district
- Supervising the activities of the Local Emergency Planning Committees

Local Emergency Planning Committees

This Local Emergency Planning Committee must develop an emergency response plan, review it at least annually, and provide information about chemicals in the community to citizens. Plans are developed with stakeholder participation.

The committee membership may include (at a minimum):

- Elected state and local officials
- Police, fire, civil defense, and public health professionals
- Environment, transportation, and hospital officials
- Facility representatives
- Representatives from community groups and the media

Committee tasks:

- Develop and review the local plan
- Conduct hazards identification and analysis along with assessing the local response capabilities
- Develop this ESF appropriate for the county
- Holds scheduled meetings to establish short and long range plans mandated by the Emergency Planning and Community Right-to-Know Act Section 303(a)
- Provides support and focus on hazardous materials in fixed facilities and transportation routes by performing a hazards analysis or updating the current analysis utilized
- Appoints a Community Emergency Coordinator who is charged with responsibility for implementing the plan
- Will keep current lists of available training and training courses available and will request grant funding for hazardous materials training as necessary
- Shall annually submit the plan to the Emergency Management Commission for review and comment and then submit finished plan to the Iowa Homeland Security and Emergency Management Division.

Community Emergency Coordinator

The Community Emergency Coordinator is the Incident Commander on scene of a hazardous materials response effort.

Community Emergency Coordinator tasks:

- Responsible for implementation of this ESF in conjunction with the Incident Commander.
- Assist Local Emergency Planning Committee in conducting community hazard and response capability assessments.
- Assist the fire department designee in making any notifications to the mayor or city administration as needed.
- Work with the Iowa Homeland Security Emergency Management Division, the Iowa Department of Public Health and Iowa Department of Natural Resources to maintain hazardous materials preparedness programs in the jurisdiction.
- Integrating hazardous materials information into the County Comprehensive Emergency Operations Plan and Emergency Support Functions.

Local Emergency Management Commission

The Emergency Management Commission is created under Chapter 29C of the Iowa Code and is comprised of the Mayors, Chair of the Board of Supervisors, and the Sheriff of Marshall County, or designees.

The Emergency Management Commission shall review the Comprehensive Emergency Operations Plan. Revisions shall be with the concurrence of the Local Emergency Planning Committee.

Emergency Response Planning – Tier II Facilities

This ESF shall include appendices that (but is not limited to) address each of the following:

- 1. Identification of Tier II facilities. See Appendix 1 – Tier II Facility Maps.
- 2. Identification of routes (pipelines, railroads, roadways, and waterways) likely to be used for the transportation of extremely hazardous substances to include vulnerable areas prone to accidents along the route. See Appendix 8 – Hazardous Materials Transportation Routes.
 - a. If roads require closure, alternate routes of travel/detours shall be marked and the public notified. Alternate routes shall be determined by the Iowa Department of Transportation and the Marshall County Engineer.
 - b. Traffic control will be handled by the local law enforcement agencies and assisted by the Iowa Department of Transportation and the Marshall County Engineer.
- 3. Identification of additional facilities contributing or subjected to additional risk due to their proximity to Tier II facilities. See Appendix 3 – Facilities and Populations at Risk (Proximity).

- o a. Natural Gas Facilities
- o b. Child Care Facilities
- o c. Schools and playgrounds
- o d. Nursing Homes
- o e. Hospitals
- o f. Retirement Communities
- o g. Shopping Malls
- o h. Private/Public Campgrounds
- 4. Methods and procedures to be followed by facility owners and operators and local emergency and medical personnel to respond to any release of such substances.
- 5. Designation of a community emergency coordinator and facility emergency coordinators, who shall make determinations necessary to implement this ESF. See Appendix 4 –Tier II Facility Emergency Coordinator Contact Information.
- 6. Procedures providing reliable, effective, and timely notification by the facility emergency coordinators and the community emergency coordinator to persons designated in the emergency plan, and to the public, that a release has occurred.
- 7. Methods for determining the occurrence of a release.
 - o a. The only method of determination for 302 facilities in Marshall County is human senses (sight, sound and smell)
 - o b. Exceptions.
 - i. The following 302 facilities in Marshall County have identified the chemical emergency monitoring equipment that is available at their site:
 1. Swift & Company
 2. Koch Nitrogen
 3. Lennox Industries
 4. Fisher Controls
- 8. Area or population likely to be affected by such release. See Appendix 3 – Facilities and Populations at Risk (Proximity).
- 9. Description of emergency equipment and facilities in the community and at each facility in the community and identification of the persons responsible for such equipment and

facilities. Reference: EHS facility plans and lists available in the Emergency Response and Risk Management Plans for each facility at Marshall County Emergency Management office or facility.

- 10. Evacuation plans including provisions for a precautionary evacuation and alternative traffic routes. See Appendix 5 – Transportation Map of County.
- 11. Shelter in Place Procedures. See Appendix 10 – Shelter-in-Place Procedures.
- 12. Decontamination Procedures. See Appendix 11 – Decontamination Procedures.
- 13. Training programs, including schedules for training of local emergency response and medical personnel. See Appendix 7 – Emergency Responder Training.
 - Methods and schedules for exercising the emergency plan.
 - a. The Local Emergency Planning Committee shall be responsible for exercise planning, with assistance and coordination from the Community Emergency Coordinator and/or his designee and the Emergency Management Coordinator.
 - b. Tabletop, functional, and full-Scale exercises will be conducted in accordance with the Homeland Security Exercise and Evaluation Program guidelines.

Emergency Response Planning – Other Facilities

Numerous businesses and publicly owned facilities such as those listed below also use chemicals which pose a threat to their own private property and employees.

- Private public sector teaching and research laboratories.
- Hardware stores and lumber yards.
- Lawn care and garden supply retailers.
- Agricultural product dealers and co-ops.
- Swimming pools and retailers of pool products.
- Service stations and automotive dealers.
- Convenience stores.
- General merchandise retailers.
- Welding equipment supplies.
- Hospitals and clinics, and dentist offices.
- Paint retailers.

- Propane dealers.
- Oil companies.

These threats are to be controlled by the businesses concerned and are not addressed in this ESF unless the spill or release poses a threat to offsite personnel and property or to the environment. Such facilities routinely provide Material Safety Data Sheets to the supporting fire departments which are responsible for training of the fire fighters who would encounter these chemicals when fighting fires on private property.

Situations and Planning Assumptions

Situations

- The potential for a hazardous material accidental release is based on the county's hazard analysis and risk assessment. See Marshall County Comprehensive Emergency Operations Plan.
- With responders being both rural volunteers and urban-paid, training and equipment varies across the county.
- In the event of a hazardous materials accidental release, action will be taken by the fire department of that jurisdiction. In all cases outside help will be needed if it is a major hazardous materials incident.
- An event could require protective measures including evacuation and sheltering in place, which may be the only response options appropriate due to equipment and training. Therefore, a notification and warning capability should be established for the use of transportation routes designated to evacuate the population and/or to provide shelter in place instructions. In the case of an evacuation, re-entry into the area will be only after qualified personnel are available to make recommendations.
- When responding to an incident county emergency response agencies will normally not be aware of the presence of hazardous materials until they arrive on-scene.
- Initial report of an incident rarely reflects the true nature of the situation. The worst situation must be assumed and an objective on-the-scene evaluation and assessment must be made as soon as possible.
- It may not be immediately possible to identify the hazardous or toxic materials or chemicals involved in the spill.
- Emergency response personnel should always assume the substances are highly toxic, even in small quantities and take protective action.
- Due to the reduced threat of all-out nuclear attack, the most credible scenarios remaining wherein local jurisdictions might be affected by high-level radiation exposure and/or

widespread contamination include: terrorist activities, nuclear material transportation accident, fire/explosion in a facility containing significant quantities of radioactive materials (RAM).

- Marshall County is not within the 10-mile Emergency Planning Zone (EPZ) of any nuclear power plant. The risk of an impact resulting from a reactor incident is low.

Planning Assumptions

- Regardless of type, size, or complexity of the incident, this ESF will be implemented through the use of the Incident Command System.
- A major hazardous materials incident in the county might result in one or more of the following conditions:
 - Cause multiple serious injuries or fatalities
 - Require a large scale evacuation
 - Disrupt normal transportation routes
 - Cause extensive damage to public or private property
 - Cause extensive environmental damage
 - Disrupt normal utility services, ie. sewer, water, and electricity
 - Disrupt normal economic, educational, and social activities within the affected community.
 - Affect multiple jurisdictions or political entities.
 - The county could receive the downwind/downstream effects from a hazardous materials release from an adjoining county.
 - An adjoining county could receive the downwind/downstream effects of a hazardous materials release in this county.
 - Within the county, a community could receive the downwind/downstream effects of a hazardous materials release in a rural area.
- Local government has the primary responsibility for the protection and well-being of its citizens. Consequently, local governments, through the designated response agencies, will:
 - Respond to hazardous materials incidents of all types and sizes.
 - Make initial assessments as to the severity or magnitude of the situation.

- Take appropriate first responder protection measures to prevent or minimize injuries and property/environmental damage.
 - Determine protective actions for citizens in the risk area, shelter in-place or evacuation.
- The amount of time available to determine the scope and magnitude of the incident (lead time) will impact on the protective actions recommended.
- Private agencies involved in the use, storage and transport of extremely hazardous substances will cooperate with local governments in preparing for and conducting operation in response to hazardous materials incidents.
- A serious hazardous materials incident in the county will require a coordinated multi-agency response including both private and public sector personnel and resources.
- A variety of chemical products are transported through and/or stored at fixed facilities, and planning must accommodate a broad range of hazardous commodities.
- Although the potential exists for a hazardous materials release from a fixed facility, the most likely and potentially most serious scenario would be a transportation accident involving hazardous materials within or adjacent to an urban area.
- Although a broad range of chemicals might be involved in hazardous materials incident, the most likely products in Marshall County are:
 - Anhydrous ammonia
 - Liquefied Petroleum Gas (Propane)
 - Chlorine
 - Gasoline or other petroleum products
 - Pesticide or herbicide
 - Gasoline/Ethanol
 - Hydrochloric acid
 - Sulfuric acid
 - Acetic Acid
 - Calcium Hydroxide
 - See current Tier II reports through State of Iowa Tier II online program in Emergency Management office database

- Locally available resources are in short supply and will require augmentation from mutual-aid agreements, local business donations or agreements, and state or federal assistance.
- Local fire departments will be trained to Hazardous Materials Operations level and vehicles will be equipped with emergency response reference materials, guidebooks and applicable/available specialized equipment.
- In the event of a peacetime radiological incident, assistance will be available from the state and federal governments and from the nuclear industry to detect radiation, monitor it and predict its spread.
- First responder organizations, particularly fire, medic and law enforcement, will be part of the local radiological emergency support program and should accept appropriate training for such response.
- Based on previous history of Marshall County, the chance of a radiological incident is not a significant threat to people or the environment.
- During radiological incidents, state and federal assistance will be available as well as assistance from the nuclear industry for detection, monitoring, and contamination control.
- Life saving and radiological hazard mitigation decisions will be made at the local level of government.
- Local radiological response personnel may need additional radiological information and technical advice.
- Communication with city, local, state and federal agencies may be difficult as in any emergency situation due to overloaded communication channels.
- First responder organizations, particularly fire and law enforcement, will be part of the Marshall County Radiological Emergency Support program and should receive appropriate training for radiological response.
- Marshall County emergency response agencies, when responding to a transportation incident, may not be aware of the presence of radioactive materials until they arrive on the scene.
- Fixed facilities that produce, process, or store radiological materials should be identified as well as facilities for treatment, storage or disposal of radiological wastes. Hospitals that have nuclear medicine departments should be identified.
- Transportation Routes at risk for transportation incidents lie along highways, rail lines and at airports. Information should be obtained on spent fuel shipment routes and the routes for other radiological shipments. There is also a risk of incidents involving an airplane crash.

- Nuclear weapons are maintained by the United States and a number of foreign powers. The possibility of one or more of these weapons being detonated accidentally or deliberately by terrorists or a full-scale strike against the U.S. should be considered. Even if nuclear detonations were distant from the area, a system would be necessary to detect and assess the radiation hazard.
- Off-site planning for radiological incidents at nuclear power plants is treated separately from the Marshall County Comprehensive Emergency Operations Plan.

Concept of Operations

General

This ESF promotes close coordination with local, contract, State, and Federal officials, as well as the private sector, to establish priorities for response support. It coordinates the support for and the overall management of the various responses to ensure actions are taken to mitigate, clean up, and dispose of hazardous materials and minimize the impact of the incidents.

Support agencies will increase the need for coordination during the emergency. If the local capabilities are over-taxed, support may come from other regional jurisdictions, State or Federal agencies. The coordination of resources should be directed from the Emergency Operations Center depending on the type and seriousness of the incident.

- Primary and supporting agencies will use their available equipment and supplies unless prior agreements are made for support by other sources.
- The Emergency Management Coordinator with the assistance of the Local Emergency Planning Committee will be responsible for administrative coordination of emergency planning for all hazardous material incidents/accidents.
- All activities will be in accordance with the Comprehensive Emergency Operations Basic Plan.
- Emergency incidents/accidents require activation of the local Emergency Operations Center to provide coordination between agencies. This includes agencies within and outside the county boundaries. It is essential that response agencies understand the Basic Plan, this ESF, the Incident Command System, and Unified Command.

Notification and Activation

The Marshall County/Marshalltown law enforcement communications center will receive the initial notification of a release of an extremely hazardous substance via telephone from the fixed facility, from a citizen using the telephone, a law enforcement officer, or first-on-the scene first responder through radio transmissions.

The Communications Center will refer to their Standard Operating Guides for coordinating and cooperating with the Incident Commander at the scene and with the Chief Elected Official in providing warning to the public. The provision for notifying the public that a release has occurred is a requirement of the Emergency Planning and Right-to-Know Act.

To insure proper warning for residents of this county that could be affected by the release of an extremely hazardous substance in another adjoining county, warning procedures are coordinated with the law enforcement center(s) and emergency management coordinators of adjacent counties by way of a mutual aid agreement.

The initial report of an incident will necessitate an immediate dispatch of the local Fire Department.

At the local and regional-level, this ESF becomes operational upon notification from the Incident Commander. Initial actions coordinated under this ESF include:

- Alert primary and supporting agency members and appropriate State and Federal agencies as required.
- Ensure that the primary agency is ready to support local response activities and to coordinate resources for the Incident Commander as needed.
- Deploy response teams.
- Establish communications.
- Identify initial resource requirements.

If the incident is a transportation incident, the communication dispatcher, receiving the call, will acquire as much of the information as possible and enter on the “Hazardous Materials Incident Report form”.

If the incident involves a fixed facility, the “Hazardous Materials Incident Report” will be filled out as complete as possible.

The dispatcher will initiate the established initial call list kept in the Communications Center.

Hazardous materials emergencies commonly require mutual aid assistance to ensure coordination of warning procedures with cities or counties affected by a facility’s extremely hazardous substance release when located in another county.

Upon identification of actual or potential releases of hazardous materials, the primary agency for this ESF coordinates with the Incident Commander to develop and implement a response strategy.

Upon becoming fully operational and throughout the response period, the Marshall County Emergency Operations Center with primary and support agency representatives coordinate to meet response needs.

The local actions may include:

- Receiving damage information from reconnaissance teams, other supporting agencies, and local, contract, State and Federal agencies.
- Identifying support needs and establishing response priorities in coordination with local, State and Federal agencies.
- Validating priorities and identifying the resources required to meet the needs.

Working with local governments, the private sector and state agencies to maximize use of available assets and identify resources required from outside the region.

- Initiating actions to locate and move resources into the incident area.
- Maintaining close coordination with the State Emergency Operations Center to share information and ensure effective response to requests for assistance.
- Continuing to coordinate on-scene response operations at the Incident Command Post.

Incidents Involving Radioactive Materials.

- Reporting Requirements:
 - Iowa Homeland Security and Emergency Management Division Duty Officer Phone (24 hours/day): 515-979-2200.
 - Iowa Department of Public Health, Bureau of Radiological Health Phone: 515-281-3478.
 - Iowa Department of Natural Resources Phone: 515-281-8694.
 - Radioactive materials are closely regulated by federal and state laws for reporting, handling, and transporting these kinds of materials.
 - Fixed facilities are required to report their radioactive materials.
 - Highway and railway shipments of radioactive materials are also required to report the material to be shipped, when it will be shipped, and the shipment route to either the Iowa Homeland Security Emergency Management Division, the Iowa Department of Health, or the Iowa Department of Transportation.
- Monitoring Equipment
 - Radiological equipment for local organizations is provided, calibrated and maintained by the Iowa Homeland Security and Emergency Management Division.

- Accident Assessment
 - First on-the-scene responders should follow the appropriate “Action Guides” for radioactive materials found in the North American Emergency Response Guidebook developed in part by the U.S. Department of Transportation. These Action Guides conservatively assume minimal specialized training by first responders; hence, response actions beyond those indicated in this Guide would depend on the particular accident contingencies and the expertise of the responders.
 - Since specialists with the expertise to assess the degree of the radiological hazards in an accident will seldom be at the accident in the initial response phase, provisions should be made for rapid and reliable communication linkages between emergency first responders and the radiological authorities not at the scene.
 - Trained state and local radiological response teams should be established. Provisions should be made for rapid notification and deployment capabilities of these teams on a 24-hour basis. Procedures for response by adequately trained teams from appropriate jurisdictions (i.e., state, local) should have responsibility for the following functions:
- Protective Actions for the Public
 - The three options for protecting the population are access control, evacuation and shelter. Local officials will implement one or more options, depending on the best available estimate of the disaster situation.
 - Controlling access to the area should be included as a method here. It is the most prudent action to be taken until experts from the Department of Public Health or Natural Resources arrive on-scene.
 - Evacuation will be considered based on the condition of the area to be evacuated, the condition at the selected destination, and any risk of exposure while enroute.
 - Sheltering in place will depend on the relative protection afforded by the structures in the community. People will be advised to stay indoors and reduce the airflow into the structure. In-place shelter is discussed in appendix 10.
- Decontamination
 - For decontamination procedures for personnel, contact the Department of Public Health, Bureau of Radiological Health, or the local hospital that has radiological capabilities. The Department of Public Health, Bureau of Radiological Health should be contacted regarding decontamination of facilities, equipment, and the environment.
- Cleanup
 - The responsibility for selecting and implementing the appropriate countermeasures is assigned to the Incident Commander in coordination with appropriate technical resources.

- The spiller is responsible, according to state and federal law, for the costs of all cleanup and countermeasures. The Incident Commander, in conjunction with requested state and federal resources is responsible for determining these measures and monitoring the cleanup and disposal of contaminated materials.

Roles and Responsibilities

Emergency Support Function Coordinators

Each Emergency Support Coordinator (chemical, biological, nuclear/radiological, and explosives) has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination;
- Maintaining ongoing contact with primary and support agencies;
- Conducting periodic meetings and conference calls;
- Coordinating efforts with corresponding private-sector organizations; and
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions.
- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.

- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.

Support Agencies

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources;
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the Emergency Support Function in which his/her primary responsibilities lie. Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Emergency Support Function 5 – Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected Emergency Support Functions within the Emergency Operations Center.

Multiple Response Actions

When more than one incident occurs or the incident is widespread, multiple local, tribal, State and Federal agencies will be required to support response actions. In cases where Environmental Protection Agency is the primary Federal agency and multiple incident sites or multiple regions are involved, the Environmental Protection Agency may establish an Area Command for Federal Agencies.

Where multiple Environmental Protection Agency regions are involved and there is a need to identify a lead region, the Environmental Protection Agency Headquarters will designate a lead in consultation with the affected regions.

Even when the Environmental Protection Agency establishes an Area Command with regard to Federal Agency resource coordination, the local primary agency will maintain local incident command. The incident starts local and ends local.

Recovery

Hazardous material recovery begins as soon as response begins. Documentation of all primary and support agency response activities is required during recovery support and ultimately costs reimbursement.

The Marshall County Emergency Management Coordinator is responsible for collecting all incident related documentation. Whenever a hazardous material release/spill occurs, the person responsible must initiate clean up, as rapidly as feasible to an acceptable, safe condition.

The cost of cleanup is borne by the person having control over a hazardous substance. If the person having control of a hazardous substance does not cause the cleanup to begin in a reasonable time in relation to the hazard and circumstances of the incident, Marshall County may proceed to procure cleanup services and bill the responsible person.

If the bill for those services is not paid within thirty (30) days the County Attorney shall proceed to obtain payment by all legal means. If the cost of the cleanup is beyond the capacity of the County to finance it, the authorized officer shall report to the Board of Supervisors and immediately seek any state or federal funds available for said clean up.

Primary Agency Functions

Agency	Function
Albion, Clemons, Ferguson, Gilman, Green Mountain, Haverhill, Laurel, LeGrand, Liscomb, Marshalltown, Melbourne, Rhodes, and State Center Fire Departments	• Fire Chief or designee assumes the role of Incident Commander at the Scene. • Establishes the Incident Command Post and implements the Incident Command System. • Determines the severity of the incident and directs response operations. • Coordinates the activities of all support agencies at the Incident Command Post. • Performs initial on-scene assessment. • Takes tactical and operational actions regarding fire suppression and other immediate public safety requirements. • The Incident Commander may make decisions based on: ○ Harmful nature of materials involved. ○ Type, conditions and behavior of shipping container. ○ Conditions (location, time and weather). ○ Spread of hazardous substances after releases. ○ Potential losses versus control measures available. • Establishes staging areas upwind at highest elevation.
Iowa Department of Public Health	• Will provide response/support in an incident involving extremely hazardous substances in accordance with the provisions outlined in the Iowa Emergency Plan, Hazardous Substance Spill Plan.
Des Moines HAZMAT Team	• Coordinates with on-site authorities and the Emergency Operations Center. • Decides which public protection actions are appropriate based on the initial phase of the incident

	• Specifies clear objectives and tactics, (i.e., in-place protecting, [sealing up] or evacuation methods). • Performs rescue of the injured and commencement of evacuation from the exposure area or issues orders to stay indoors. • Coordinates and implements the necessary resources in order to neutralize or contain hazardous materials or waste with or without a fire. • Manages immediate containment requirements, if necessary. • Briefs the medical, law enforcement and other authorities on the hazard evaluation and environmental assessment. • Provides staff support to the Emergency Operations Center. • Requests necessary support by type (technical assistance, manpower and equipment, etc.) • Provides assistance in search and rescue operations. • Maintains records of all persons in the exclusion area. • Provides for decontamination of personnel and equipment. • Supports the Incident Commander at the Incident Command Post.
Marshall County Public Health Department	• Provides an environmental analysis of the situation and recommends proper epidemiological and toxicological solutions to deal with public health issues concerning hazardous material incident/accidents. • Manages the distribution and use of health resources (personnel, materials, and facilities). • Allocates medical and non-medical supplies in short supply. • Conducts damage assessments. • Based on the assessments, issues guidance to the general public.
Local Radiological	• Provide isotopic identification, sample collection,

Emergency Response Team	decontamination operations oversight, determination of appropriate detection equipment and monitoring devices and train response personnel as necessary. • Re-evaluate perimeters based on detection equipment capability and current radiation readings. • Provide recommendations (i.e. public information, protective actions, etc).
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Support Agency Functions

Support agency representatives will provide technical expertise, personnel, teams and equipment in support of a hazardous materials incident. Personnel assigned in support of the incident will maintain close coordination with Incident Command Post representative.

Note: Support agencies are not listed in order of priority. They are all in support of the primary agency.

Local/County Agencies	Functions
Marshalltown/Marshall County 911 Communications Center	Communications operators will follow the Comprehensive Emergency Operations Plan in the event of a hazardous materials incident.
Amateur Radio Emergency Services (ARES)/ Amateur Radio Civil Emergency Services (CIRAS)	Provided alternate or additional radio communications for the Incident Command Post or the Emergency Operations Center.
County Conservation Board	- Assist in coordinating response efforts when public lands or waters under jurisdiction of the Conservation Board are threatened by a hazardous materials incident. - Increase public awareness of the consequences of hazardous or extremely hazardous materials releases and the county response through existing environmental education programs.
Marshall County Emergency Management	- Ensures the Comprehensive Emergency Operations Plan is implemented to provide the unique skills and capabilities required for emergency operations within the various departments of local government with regard to a hazardous materials spill/release. - Coordinates with the Incident Commander to provide emergency response agencies such as law enforcement, fire fighting and medical/rescue in response to a hazardous materials incident. - Briefs local, tribal, state and federal officials as to the

	situation. • Ensures a resources list is used; including contracts and agreements to support a hazardous materials spill/release. • Coordinates technical assistance for hazardous material risk assessments.
Marshall County Emergency Medical Services & Unity Point Healthcare Marshalltown Paramedic Services	• Coordinates the on-scene emergency medical care, transportation and hospital treatment for victims of a hazardous materials emergency. • Ensure that mutual aid plans for both the Emergency Medical Service and hospitals are implemented. • Provide emergency medical care and transportation. • Provide emergency medical assistance to employees of the facility, emergency workers, and the affected public. • May provide medical assistance in the decontamination area in regard to fire personnel. • Will assist in medical monitoring for the fire departments and Regional Hazmat Teams. • Provide medical control and rehab for entry teams. • Place Hospitals on Alert. • Provides for coordination of patient care through individual hospital and ambulance service plans.
Unity Point Healthcare Marshalltown/Hospital	• Provide decontamination and treatment for any and all victims.
Marshall County and Individual City Law Enforcement	• Establishes incident boundaries, access control points in accordance with Command Post guidelines. • Provides for warning support and coordinates evacuation to sheltering areas or pick-up points. • Provides the Emergency Operations Center, Command Post, and Incident Commander with the communications link in disseminating industrial emergency notification of releases of hazardous substances through the public

	address system. • Provides mutual aid assistance for the coordination of effective traffic control. • Coordination of traffic routes.
Marshall County and Individual City Public Works and Utilities	• The public work/roads and bridges agency shall assist in necessary road closures, detours and establishment of control zones. • Ensure coordination with Iowa Department of Transportation on state road closures. • Shall establish appropriate procedures to support this requirement. • County Engineer will work with the Incident Commander to coordinate evacuation of personnel within the affected area. • Place signage on the roadway to notify evacuees regarding safe passage evacuation routes. • Provide technical assistance and resources to support hazardous materials containment activities. • Water and sewer department shall be responsible for providing remedial actions when a hazardous material may affect water sources and distribution system and assist in product analysis. • Coordinates for the posting of contaminated areas. • Assists fire departments with decontamination efforts. • Coordinates for utilities and other services essential for basic human needs.
Marshall County and Individual City Public Information Officer	• Responsible for the collection, coordination, and dissemination of emergency public information material to the resident and transient population. • Appointed by, and is the official spokesperson(s) for, the Mayor and/or County Supervisors (according to the impacted jurisdiction) and is a member of the Emergency Operations Center. • Coordinates all public information activities with the

	Chief Executive Officer and the County Emergency Management Coordinator. • Appoints a supporting staff, as needed, to assist in the • public information functions and ensure the capability of 24-hour operations, when required. •
Nonprofit & Volunteer Groups (i.e. American Red Cross, Salvation Army)	• Responsible for mass care and shelter management.
Private Sector Business and Industry	• Tier II facilities (see pp 12-15) • Prevent, minimize and mitigate release of hazardous substances.
City of Des Moines Bomb Squad	• Provide specialized equipment for explosive ordinance disposal operations. • Provide Certified Hazardous Materials Technicians. • Provide explosive detection (bomb sniffing) canine. • Provide a multi-function robotics platform for remote access of dangerous items.
Polk County Metro Special Tactics and WMD Response Team	• Provide Certified Hazardous Materials Technicians capable of operating in contaminated areas. • Provide personnel trained in the use of specialized equipment to handle a wide variety of critical incidents.
State Agencies	Functions
Iowa Department of Natural	• Provide response/support in an incident involving

Resources, Division of the Environmental Protection	extremely hazardous substances in accordance with the provisions outlined in the Iowa Emergency Plan, Hazardous Substance Spill Plan. • State law mandates immediate notification of all incidents involving hazardous materials must be reported to the Department of Natural Resources. • Provides technical guidance on the response and recovery of hazardous materials incidents. • May serve as on-scene coordinator if so required.
Iowa Department of Transportation	• Serve as advisors to the Local Emergency Planning Committee in matters pertaining to the transportation of hazardous materials.
Iowa Homeland Security Emergency Management	• Responsible for the overall emergency coordination of state assistance if a state agency response is required. • May establish a forward command post for preparation, response and recovery in an incident.
Iowa National Guard, 71 st Civil Support Team	• Responsible for State Terrorism Response support in areas of chemical, biological, radiological detection and identification. • Provides communications capabilities and mobile laboratories. • Can provide decontamination equipment capabilities.
Iowa State University Department of Environmental Health and Safety	• Serve as technical advisors to the Local Emergency Planning Commission local response organizations. • Provide technical advice on the toxicological properties of chemical products. • Provide technical advice on risk assessment. • Provide technical advice on applicable regulations concerning industrial hygiene, and chemical safety.
Iowa State University Department of Occupational Medicine Personnel	• Serve as technical advisors to the Local Emergency Planning Committee and local response organizations. • Provide technical advice on medical evaluation and monitoring of hazmat response personnel.

	• Provide technical advice on the long and short term health effects exhibited by specific substances.
Federal Agencies	Functions
Ames Laboratory, US Department of Energy	• Serve as technical advisors to the Local Emergency Planning Committee and local response organizations. • Provide technical advice on the toxicological properties of chemical products and radiological materials. • Provide technical advice on Risk Assessment.
Federal Emergency Management Agency	• During a Federal Presidential Declared Disaster the Federal Emergency Management Agency works with local government during the recovery phase of the incident.
National Animal Health Complex	• Serve as technical advisors to the Local Emergency Planning Committee and local response organizations. • Provide technical advice on the toxicology properties of infectious agents. • Provide technical advice on risk assessment.
National Response Center	• Establishes the Domestic Preparedness Chemical/Biological Hotline in conjunction with Department of Defense and the Department of Justice. • Takes reports via the toll-free number on potential or actual domestic terrorism and coordinates notifications and response with the Soldier and Biological Chemical Command and the Federal Bureau of Investigation. For the US Environmental Protection Agency: • Receives incident reports under the Federal Response System which is supported under the Comprehensive Environmental Response, Compensation and Liability Act, Clean Water Act, Clean Air Act, SARA Title III, and the Oil Pollution Act of 1990. • Disseminates telephonic and electronic (fax, email) reports of oil discharges and chemical releases to the cognizant Environmental Protection Agency Federal On-Scene Coordinator.

	For the Federal Emergency Management Agency: • Acts as a 24 hour contact point to receive earthquake, flood, hurricane, and evacuation reports. For the Nuclear Regulatory Commission and the Department of Energy: • Makes telephonic notification of all incidents involving radioactive material releases to the environment. For the Department of Defense: • For incidents involving transportation emergencies with Department of Defense munitions or explosives are recorded and referred for action to the Army Operations Center. • For transportation anomalies involving hypergolic rocket fuels and oxidizers are recorded and immediately passed to the Air Force Operations Center.
US Environmental Protection Agency	• Coordinates federal funding, equipment, personnel and expertise during major ground/air toxic incidents and land water spills. • Regional Response Team may be requested, and activated by the state. • Regional Response Team will coordinate with federal and local governmental agencies through the state. • Federal coordinator may assist the state in integration into local government and the private sector.

ESF Development, Testing, and Maintenance

The Marshall County Local Emergency Planning Committee shall be responsible for exercise planning with assistance and coordination from the Community Emergency Coordinator or designee and the County Emergency Management Agency Coordinator, if difference from the Community Emergency Coordinator.

At a minimum, the exercises will be conducted according to the Iowa Homeland Security Emergency Management Division requirements as stated in the HSEEP guidelines.

The Marshall County Local Emergency Planning Committee is responsible for ensuring scheduling, designing, conducting, and evaluating of all exercises.

Recommended changes to this ESF shall be forwarded to the Marshall County Local Emergency Planning Committee. As revisions are made, revised and dated, changed pages will be provided to all individuals and agencies involved with the execution or support of this ESF.

It is the responsibility of the copy holder to keep individual copies current. Each changed page should be recorded in the "Record of Change Sheet" in the front of the ESF. Revisions shall be forwarded to the State Emergency Response Commission upon approval.

CHECKLIST
ESF Coordinator
ESF 10: Hazardous Materials

1. CBRNE Protocol used ☐

Notes: _____

2. 71st CST activation needed ☐

Notes: _____

3. Technical assistance capability needed ☐

Notes: _____

4. Mass decontamination established
(tents/trailers called for) ☐

Notes: _____

5. Responder decontamination established ☐

Notes: _____

Iowa Homeland Security Region One

Marshall County

Emergency Support Function 11

Agriculture, Natural Resources, and Pets

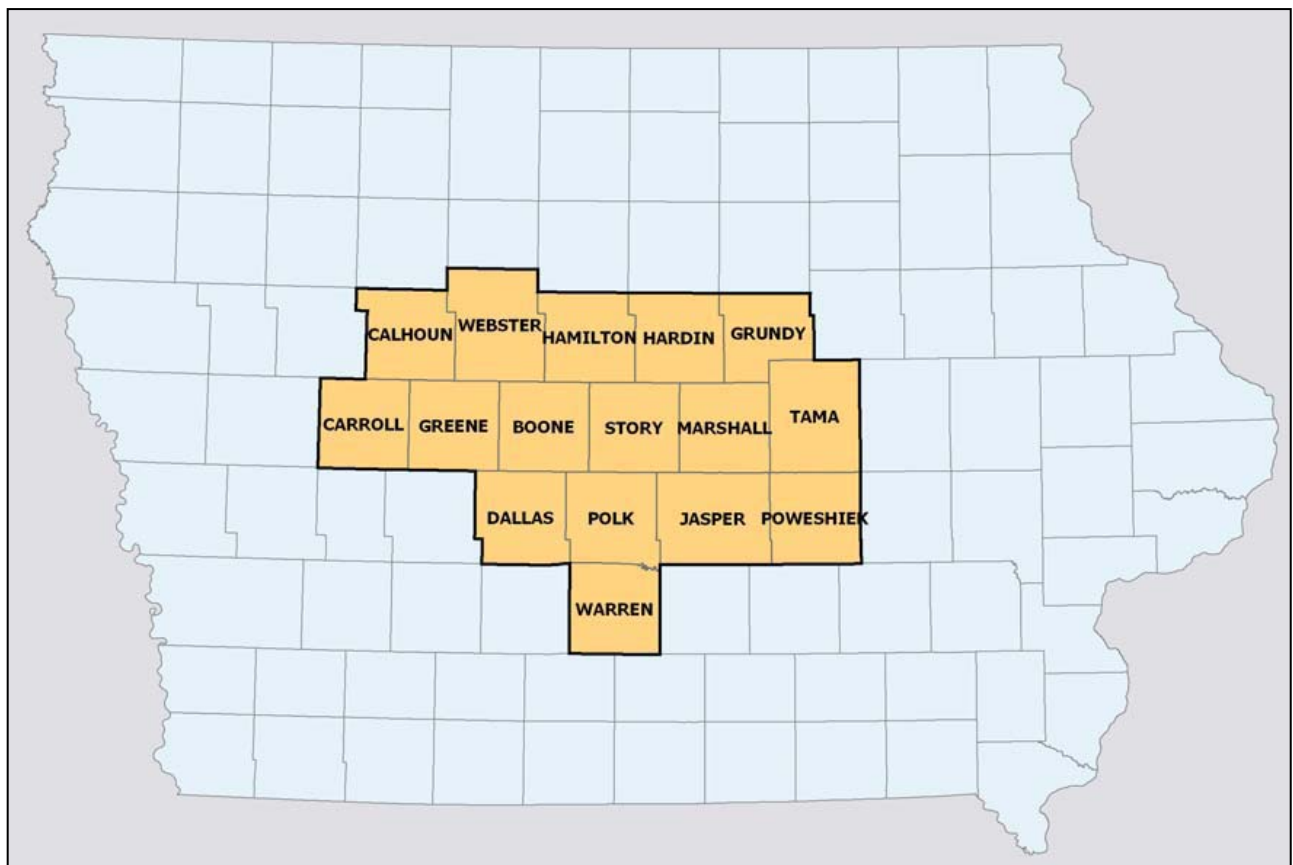


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Appendices:

1. Standard Operating Procedures for Tasks in an Animal Disease Event
2. Domestic Cat and Dog Sheltering Plan
3. Contact List – Large and Small Animal Vets and Livestock Producers
4. Emergency Animal Shelter Trailer Deployment Guidelines
 - a. Animaltrailerchecklist10'-1
 - b. Animaltrailercheckout10'
5. Burial Zones Cheat sheet Livestock
6. Disaster Preparedness for pets
7. Biosecurity Information
 - a. FAD-prep-nahems-guidelines-biosecurity
 - b. FAD-prep-nahems-guidelines-cleaning-and-disinfection
 - c. FAD-prep-nahems-guidelines-health-and-safety
 - d. FAD-prep-nahems-guidelines-mass-depopulation-and-euthanasia
 - e. FAD-prep-nahems-guidelines-ppe-personal-protective-equipment
 - f. FAD-prep-nahems-guidelines-surveillance-epidemiology-tracing

8. Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)
#2	6-08-18	6-20-18	Kimberly Elder

Primary and Supporting Agencies

ESF Coordinators: Marshall County Emergency Management Agency, Marshall County Public Health, and Marshall County Environmental Health Agency.

Primary Agencies:

Iowa Department of Agriculture and Land Stewardship

Iowa Department of Natural Resources

State Historical Society of Iowa

Marshall County Emergency Management Agency

Support Agencies:

City/County

911 Communications

Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services (CIRAS)

Animal Control/Humane Society/Marshall County Animal Rescue League

Marshall County Community Services

Marshall County Department of Environmental Health

Marshall County Department of Public Health

Marshall County Engineer's Office

Marshall County Secondary Roads

Marshall County Sheriff's Office

Emergency Medical Services

Local Fire Departments

Local Law Enforcement

Local Public Works

Marshall County Public Information Officer

Marshall County Community Emergency Response Team (CERT) and Volunteers

State

Iowa Department of Public Health

Iowa Department of Public Safety

Iowa Department of Transportation

Iowa Homeland Security and Emergency Management

Iowa National Guard

Iowa State University - College of Veterinary Medicine

Iowa Veterinary Rapid Response Team

Federal

Department of Agriculture

Department of Defense

Department of Health and Human Services

Department of Homeland Security

Department of Interior

Environmental Protection Agency

Farm Service Agency

Federal Emergency Management Agency

National Animal Health Center

Small Business Administration

Other

Volunteer Organizations Active in Disaster

Introduction

Purpose

Emergency Support Function (ESF) 11 – Agriculture, Natural Resources, and Pets supports local authorities to provide nutrition assistance; control and eradicate, as appropriate, any outbreak of a highly contagious or economically devastating animal/zoonotic disease, or any outbreak of an economically devastating plant pest or disease; ensure the safety and security of the commercial food supply; and protect natural resources and well-being of household pets during an emergency response or evacuation situation.

Scope

This ESF includes five primary functions:

- **Providing nutrition assistance** - includes working with local and State agencies to determine nutrition assistance needs, obtain appropriate food supplies, and arrange for delivery of the supplies.
- **Responding to animal and plant diseases and pests** - includes implementing an integrated tribal and local response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease or an outbreak of a harmful or economically significant plant pest or disease.
- **Ensuring the safety and security of the commercial food supply** - includes the execution of routine food safety inspections and other services to ensure the safety of food products that enter commerce.
- **Protecting natural/cultural and historic resources** - includes appropriate response actions to preserve, conserve, rehabilitate, recover, and restore resources.
- **Providing for the safety and well-being of household pets** – includes coordination with ESF 6 – Evacuation, Mass Care, Housing, and Human Services; ESF 8 – Public Health and Medical Services; ESF 9 - Search and Rescue; and ESF 14 – Community Recovery and Mitigation to ensure an integrated response.

Policies

The Iowa Department of Agriculture and Land Stewardship is the lead agency in the event of an infectious animal disease outbreak and has the statutory authority to make all necessary rules for suppression and prevention of infectious and contagious diseases among animals in the state, as stated in Iowa Code Section 163.1. The Iowa Department of Agriculture and Land Stewardship also maintains a list of diseases that private practice Veterinarians are mandated to report suspicion of to the State Veterinarian. This mandate is outlined under 21-64 (163) Infectious and Contagious Diseases of the Iowa Administrative Code.

The Iowa Department of Natural Resources is the lead agency responsible for carcass disposal. Authority for carcass disposal for routine mortalities is described in section 567 Iowa Administrative Code 100.4(2). Disposal for mass animal mortalities due to natural disasters, accidents and foreign animal diseases is allowed under variance authority described at 567 Iowa Administrative Code Chapter 13.

ESF 11 – Agriculture, Natural Resources, and Pets is activated by the Marshall County Emergency Management Agency upon notification of a potential or actual incident that requires a coordinated county and local response and support to help ensure one or more of the following: availability and delivery of food products; food safety; appropriate response to an animal or plant disease or pest; protection of natural resources; or safety and well-being of household pets.

Actions initiated under this ESF are coordinated and conducted cooperatively with State and local incident management officials as well as with private entities, in coordination with the Marshall County Emergency Operations Center.

Each supporting agency is responsible for managing its respective assets and resources after receiving direction from the primary agency for the incident.

Agriculture Declaration

Storm damage to the agriculture sector can be severe, yet will likely not qualify for Stafford Act (Presidential Declaration) assistance. Most agriculture disaster assistance programs flow through the U.S. Department of Agriculture which has its own unique set of qualifiers. When agriculture disaster events occur, the U.S. Department of Agriculture Farm Service Agency will reach out to counties and request Loss Assessment Reports. Producers must work with their county Farm Service Agency office to properly capture data for the Loss Assessment Reports.

Once agriculture disaster statistics are compiled, they are evaluated to see if the damage meets one of two criteria:

1. A county-wide disaster with qualifying percentages of crop loss in one or more commodities.
2. Individual production systems with qualifying losses based on the total yield of their operation.

Crop insurance has a direct bearing on the benefits received from disaster programs. Questions regarding eligibility and insurance should be directed to the county Farm Service Agency Office.

Loss Assessment Reports are reviewed by the State Emergency Board. The State Emergency Board includes the following:

- o Iowa Department of Agriculture and Land Stewardship
- o Iowa Homeland Security Emergency Management Division
- o Iowa State University
- o Farm Service Agency
- o Federal Emergency Management Agency
- o Federal Crop Insurance
- o Natural Resources Conservation Service
- o National Agricultural Statistics Service
- o U.S. Department of Agriculture Animal Plant Health Inspection Service

Agriculture Declaration Process

When an event occurs and reports indicate severe damage, the Governor's office asks the Farm Service Agency to gather Loss Assessment Reports and schedules a State Emergency Board meeting. The State Emergency Board analyzes the data and recommends (or declines to recommend) a U.S. Department of Agriculture Secretarial declaration to the Governor. The Governor sends the declaration request to U.S. Department of Agriculture Secretary of Agriculture.

Losses are documented based on current crop year compared to previous years (yield data will be collected beginning in November or December). Disaster application intake starts the following November 1 (for example, producers apply in November 2010 for 2009 losses).

The entire process takes a minimum of 18 months with benefits being paid approximately 6 months later.

Situations and Planning Assumptions

Situations

- The agricultural industry in Marshall County is a major contributor to the economy of the region and the state. An outbreak of a disease that impacts the local agricultural community would result in huge economic losses.
- Large-scale disasters, such as flooding, severe droughts, ice and snow storms, and hail storms may injure, kill, and/or displace household pets, livestock and wildlife.
- Not all animal disease introductions require emergency response functions. Many disease introductions are routinely handled by private practice veterinarians and/or veterinarians employed by the State Veterinarian.
- Response measures are greatly influenced by the infectivity of the disease, its characteristics of transmission, and the actions necessary to contain it.
- Response functions may be initiated in the event of an introduction of a highly infectious animal disease, foreign animal disease, emerging animal disease, or any other animal disease that meets one or more of the following criteria:
 - The infectious disease outbreak falls outside of the domain of the state's routine prevention and response activities and capabilities.
 - The disease is highly contagious, therefore creating a significant risk of rapid transmission across a large geographical area, including non-contiguous areas.
 - The disease creates the potential to cause widespread personal hardship within the agricultural community and/or is detrimental to the state or national economy.
- If the federal government authorizes the use of the National Veterinary Stockpile in Iowa, it will be implemented in accordance with established policies and procedures.
- In the event that the National Veterinary Stockpile is activated, Marshall County will implement procedures to distribute and process dispensation sites.
- All Strategic National Veterinary Stockpile activities will be coordinated with the Iowa Department of Agriculture and Land Stewardship.

Planning Assumptions

- Any incident generating an emergency load that exceeds the normal day-to-day capabilities of veterinary services may be considered a disaster.

- Mutual aid, State, and Federal resources will be available to assist the county in natural emergencies/disasters.
- Infectious animal disease disasters may require the development of Quarantine Zones.
- Increased bio-security measures may be implemented inside of Quarantine Zones.
- Quarantine Zone establishment may require the development of cleaning and disinfecting procedures and additional record keeping by producers and/or veterinarians.
- The direct impact on productivity, exporting animal products, feeding of animals (pets, livestock and wildlife), sheltering of animals, and medical care for domestic animals may require outside assistance.
- The disease is determined to be one of the International Animal Health Code “List A” diseases, as designated by the *Office International des Epizooties (OIE)* which includes the following diseases:
 - o Foot and mouth disease
 - o Swine vesicular disease
 - o Peste des petits ruminants
 - o Lumpy skin disease
 - o Bluetongue
 - o African horse sickness
 - o Classical swine fever
 - o Newcastle disease
 - o Vesicular stomatitis
 - o Rinderpest
 - o Contagious bovine pleuropneumonia
 - o Rift Valley fever
 - o Sheep pox and goat pox
 - o African swine fever
 - o Highly pathogenic avian influenza
- If the animal disease is zoonotic, public health, medical responders, and hospitals may have a major role in the response as well.

Concept of Operations

General

The Iowa Department of Agriculture and Land Stewardship and the Iowa Department of Natural Resources are the coordinators for this ESF and organize their staff and support agencies based upon the five core functional areas. They organize and coordinate the capabilities and resources of the State of Iowa to facilitate the delivery of services, technical assistance, expertise, and other support for incidents requiring a coordinated State response.

Response functions will be at the discretion of the Iowa Department of Agriculture and Land Stewardship and carried out by the State Veterinarian or official designee.

Because of the sensitivity of an Infectious Animal Disease Response, a Joint Information Center will be established to coordinate official public information releases and to coordinate the activities of local, State, and Federal Public Information Officers. See ESF 15 – Public Information for more information.

Nutrition Assistance

Food supplies secured and delivered are suitable either for household distribution or for congregate meal service as appropriate for the incident. Transportation and distribution of food supplies within the affected area are arranged by Federal, State, local, and voluntary organizations.

Coordination must be made with ESF 6 – Evacuation, Mass Care, Housing, and Human Services primary or supporting agencies that are responsible for mass feeding. Priority is given to moving critical supplies of food into areas of acute need and then to areas of moderate need.

Animal and Plant Disease

Animal and plant disease and pest responses are conducted in collaboration and cooperation with State authorities and private industries to ensure continued human nutrition and animal, plant, and environmental security, as well as to support the Iowa economy and trade.

When addressing animal diseases, all animal depopulation activities are conducted as humanely as possible while stopping pathogen spread and limiting the number of animals that must be euthanized. Disposal methods for infected or potentially infected carcasses and plant host material are chosen for their effectiveness in stopping pathogen spread and for their minimal impact on the environment.

Actions taken during an animal or plant emergency are guided by and coordinated with State and local emergency preparedness and response officials, homeland security officials, and existing Iowa Department of Agriculture internal policies and procedures.

Commercial Food Supply Safety and Security

Actions are guided by and coordinated with State, tribal, and local emergency preparedness and response officials, homeland security officials, and existing Iowa Department of Agriculture internal policies and procedures.

This includes the inspection and verification of food safety aspects of slaughter and processing plants, products in distribution and retail sites, and import facilities at ports of entry; laboratory analysis of food samples; control of products suspected to be adulterated; plant closures; food borne disease surveillance; and field investigations.

Natural/cultural resources and historic properties

The Iowa Department of Natural Resources is the primary agency for natural resources. The State Historical Society of Iowa is the primary agency for the cultural resources and historic properties.

Actions initiated to protect, preserve, conserve, rehabilitate, recover, and restore resources are guided by the existing internal policies and procedures of the agencies providing support for the incident.

The organizations providing support for each incident coordinate with appropriate ESFs including the health and safety of all workers and volunteers. Each support agency is responsible for managing its respective assets and resources after receiving direction from the primary agency.

Pets

Animal evacuation and sheltering should be coordinated and conducted with human evacuation and sheltering efforts. Household pets should be sheltered near their owners to the extent possible. Owners should be expected to provide pet carriers, food, water, medications, husbandry, and exercise for their pets during the time they are in emergency shelters.

Businesses where animals are part of operations (e.g., pet shops and veterinary hospitals) should have contingency plans in place for those animals in the event of a disaster or emergency.

All emergency responders should be aware that emergency incidents often involve animals. Those animals must immediately be reported to the incident commander who will call on City

and/or County Animal Shelter directors to assist in on-scene animal control as needed.

Responders in evacuation situations should also be aware that pets are a valued member of most families and that the shelters will attempt to find housing for all animals if the owners are unable to do so. Emergency evacuation operations should also include animals only if time and safety permits.

Animal Shelters

In the event of large scale evacuations the Red Cross may open a temporary staging area, aid and comfort stations or a shelter to house and feed the affected population with no available housing. It is anticipated that many of the evacuees will bring their pets. No pets other than guide dogs shall be allowed in the Red Cross Shelters. Owners may make arrangements for the animals or every attempt shall be made to assist the owner with locating their animals at another location.

Local Response

The Marshall County Emergency Management Agency in coordination with the Iowa Department of Agriculture and Land Stewardship shall:

- Provide for an integrated Federal, State and local response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, or an outbreak of a harmful or economically significant plant pest or disease deemed of Federal regulatory significance.
- Ensure the safety and security of the State's commercial supply of food for incidents requiring a coordinated regional, State, and Federal response and mitigate the effect of the incident(s) on all affected parts of the population and environment.
- Coordinate with support ESF 6 – Evacuation, Mass Care, Housing, and Human Services; ESF 8 – Public Health and Medical Services; ESF 9 – Search and Rescue; and ESF 14 – Community Recovery and Mitigation to ensure an integrated response that provides for the safety and well-being of household pets during natural disasters and other emergency events resulting in mass displacement of civilian populations.

The Iowa Department of Natural Resources organizes and coordinates the capabilities and resources of the State to facilitate the delivery of services, technical assistance, expertise, and other support for the protection, preservation, conservation, rehabilitation, recovery, and restoration of natural resources through all phases of an incident.

There are four action levels associated with the implementation of this ESF (depicted in the table below). Level I is the most serious (highest priority).

Level	Trigger	Primary Goal
I	A confirmed positive case from a National Veterinary Services Laboratory for a case in Iowa, accompanied by at least one or more additional presumptive or confirmed positive case(s) at a non-contiguous site (or sites) within Iowa. The number of additional non-contiguous infected sites needed to trigger this action level will vary depending on the disease. For example, for Foot-and-Mouth Disease, one additional site would generally be sufficient.	To obtain needed resources and other forms of assistance from other states and/or from the federal government when needed to continue the quick and efficient eradication of all instances of high-risk infectious animal disease in Iowa, once state and local means to do so have become inadequate. This will be accomplished by using these additional resources to support and augment the continued execution of Level IV, Level III, and Level II activities.
II	A confirmed positive case from a National Veterinary Services laboratory for a case in Iowa. This is for the first case in Iowa. At the discretion of the State Veterinarian, this level of action may potentially be triggered by a presumptive positive result in Iowa if other cases exist in the state, or if cases are verified in another state with confirmed trace-outs to Iowa and/or with high commerce in susceptible animals with Iowa and/or having a shared border with Iowa.	To quickly and efficiently eradicate all instances of high-risk infectious animal disease in Iowa. This goal will be accomplished by continuing to carry out appropriate Level IV and Level III activities as well as by effecting the humane euthanization of infected and potentially infected animals and disposing of their carcasses in an environmentally sound manner.
III	A presumptive positive case of a high-risk infectious animal disease received from a National Veterinary Services Laboratory for a case in Iowa. This is for the first case in Iowa. For subsequent cases in Iowa, a presumptive positive case may trigger a higher action level, at the discretion of the State Veterinarian.	To contain a presumptive positive case of a high-risk infectious animal disease detected in Iowa (first case in the state) until either a positive or negative confirmation of the presence of the disease has been obtained from the appropriate authority. This goal will be accomplished by continuing to carry out appropriate Level IV activities, as well as by establishing intrastate movement controls, quarantines, and bio-security measures.
IV	A confirmed positive case from one of the National Veterinary Services Laboratories in Ames, Iowa or Plum Island, New York for a case of a high-risk infectious animal disease in the U.S., Canada, or Mexico, with no presumptive or confirmed cases identified within Iowa. -OR- A presumptive positive case of a high-risk infectious animal disease received from a National Veterinary Services Laboratory for a state with confirmed trace-outs to Iowa, and/or with high commerce in susceptible animals with Iowa, and/or having a shared border with Iowa, with no presumptive or confirmed cases identified within Iowa.	To prevent a high-risk infectious animal disease that has been detected in the U.S., Canada, or Mexico from entering Iowa's borders. This goal will be accomplished through heightened surveillance, animal contact tracing, communication with affected states, the establishment and enforcement of border protocols, and related actions described in this plan or directed by the State Veterinarian.

State/Regional Response

In the event of an outbreak of a highly infectious/contagious or economically devastating animal/zoonotic disease:

- The State Veterinarian serves as the principal point of contact. (May be represented by the U.S. Department of Agriculture - Animal and Plant Health Inspection Service-Veterinary Services Area Veterinarian in Charge in Iowa).
- The State Veterinarian has the authority to quarantine animals and animal products, and the Governor has the authority to control the movement of people and vehicle during disasters. These officials will work cooperatively during an incident to prevent the further spread of disease through implementation of movement controls.
- The emergency management agencies will activate the State, regional, county, or local emergency operations centers as needed, as the State's base of operations for interfacing with local governments, State agencies, and the private sector.
- The State Veterinarian and Area Veterinarian in Charge will establish a Joint Command within the State Emergency Operations Center which serves as the focal point for coordinating the disease management decision process.
- The Emergency Operations Center will be staffed by Iowa Department of Agriculture and Land Stewardship and U.S. Department of Agriculture personnel and supplemented by other state agencies as required.
- The Iowa Homeland Security and Emergency Management Division will provide communications support. The U.S. Department of Agriculture and the Iowa State University Extension Service will provide diagnostic technical expertise, as required including point detection capability.
- In assisting with disease response, Marshall County activates its Emergency Operations Center to provide a local base of operations. A county emergency declaration may be needed to initiate county response activities. The Iowa Veterinary Rapid Response Teams will assist in any animal disease emergency.

In the event of an outbreak of a highly infective exotic plant disease or economically devastating plant pest infestation:

- The State Entomologist of the Iowa Department of Agriculture and Land Stewardship is the principal point of contact with the U.S. Department of Agriculture, Animal and Plant Health Inspection Service - Plant Protection and Quarantine.
- The emergency management agencies will activate the State, regional, county, or local emergency operations centers as needed, as the State's base of operations for interfacing with local governments, State agencies, and the private sector.

- The State Entomologist will establish a Joint Command within the Emergency Operations Center that serves as the focal point for coordinating the disease or pest management decision-making process.
- Regardless of the nature of the disease or pest emergency, the Emergency Operations Center may establish a Joint Information Center that functions as the principal source of information about the disease outbreak or pest infestation response in the State.
- The State Joint Information Center coordinates closely with Federal officials to ensure consistency in the information released to the communications media and the public.
- In assisting with disease response, Marshall County activates its Emergency Operations Center to provide a local base of operations. A county emergency declaration may be needed to initiate county response activities. The State Agriculture Response Teams will assist in any agricultural emergency.

In the event of a food safety emergency, the Iowa Department of Agriculture and Land Stewardship will be the primary point of contact with the U.S. Department of Agriculture and the Food and Drug Administration.

In the event of a food safety emergency that pertains to a facility licensed by the Iowa Department of Agriculture Meat and Poultry Bureau, the State Meat Inspection Director will be the primary point of contact with the U.S. Department of Agriculture and the Food and Drug Administration.

Federal Response

In a disaster or catastrophic incident, federal agencies are authorized through a Presidential Declaration to provide state and local governments with equipment, facilities, personnel and supplies essential for emergency assistance to disaster victims.

With an outbreak of a highly infectious/contagious or economically devastating animal disease, highly infective exotic plant disease, or economically devastating plant pest infestation federal agencies are authorized through an extraordinary declaration of emergency by the U.S. Secretary of Agriculture to provide state and local governments with assistance to eradicate such diseases or pests.

The Iowa Area Veterinarian-in-Charge will coordinate activities of the United States Department of Agriculture-Animal and Plant Health Inspection Service-Veterinary Services.

Acts of terrorism may be directed to the nation's food supply, livestock herds, or poultry flocks either as the target or as a vehicle for weapons of mass destruction. Acts of terrorism are a

federal crime and response to such events is described in ESF 13 – Public Safety and Security and the Terrorism Response Incident Annex.

Roles and Responsibilities

Federal

Area Veterinarian in Charge is responsible for:

- Establishing Unified Command in collaboration with the State Veterinarian and coordinates the U.S. Department of Agriculture response at the federal level.
- Acting as the liaison between the State and Federal efforts and oversees the roles and responsibilities of federal employees under the Unified Command System.

State

State Veterinarian/Secretary of Agriculture:

The State Veterinarian works in cooperation with the Secretary of Agriculture to make animal health and response decisions in an infectious animal disease outbreak.

The State Veterinarian is responsible for:

- Coordinating with the State Emergency Operations Center to assure appropriate and timely coordination of state resources.
- Coordinating with County Emergency Management Coordinators to allocate resources and guide response efforts.
- Communicating with licensed Veterinarians in the state using the Iowa Rapid Veterinary Information Network.

State District Veterinarians:

Iowa Department of Agriculture and Land Stewardship employs 6 district veterinarians (see Appendix 2 – Contact list).

State District Veterinarians are responsible for:

- Administering state and cooperative state-federal animal health programs.
- Acting as a designated official of the state veterinarian when conducting investigations or initiating quarantine or providing veterinary resources to the local level.

Veterinary Rapid Response Teams:

Veterinary Rapid Response Teams are being developed by Iowa Department of Agriculture and Land Stewardship. These teams will:

- Train and equip to respond to infectious animal disease outbreaks.
- Work directly for the State Veterinarian/Secretary of Agriculture.

Local

Emergency Management Coordinators:

- Will coordinate all community resources required to respond to the incident including:
 - o All declarations, resource management issues, volunteers, and assessments.
 - o Activating and staffing of the County Emergency Operations Center.
 - o Serving as the conduit to other county resources through the Iowa Mutual Aid Compact and to the respective state and federal resources through the State Emergency Operations Center.
 - o Coordinating of local, state, and federal information for the incident.
 - o Coordinating with agencies responsible for local sheltering needs. See ESF 6 – Evacuation, Mass Care, Housing, and Human Services for more information.

The follow entities involved in surveillance, euthanasia, carcass disposal, quarantine, and cleaning and disinfection:

Entities		
Surveillance	State	City/County
Animal Disease Surveillance	Department of Agriculture and Land Stewardship Iowa Veterinary Rapid Response Team	County Emergency Management Agency
Security for Surveillance Personnel	Department of Public Safety	County Sheriff's Office Local Law Enforcement

Euthanasia		
Animal Euthanasia	Department of Agriculture and Land Stewardship Iowa Veterinary Rapid Response Team	County Emergency Management Agency
Security for Euthanasia Personnel	Department of Public Safety	County Sheriff's Office Local Law Enforcement
Resource Identification (identifying livestock chutes or other equipment.)	Homeland Security and Emergency Management Division State Emergency Operations Center	County Emergency Management Agency
Mental Health Support- Critical Incident Stress Management for responders and those impacted	County Community Service	County Mental Health Providers
Carcass Disposal		
Designating the type of carcass disposal acceptable depending upon disease characteristics	State Veterinarian	County Emergency Management Agency County Environmental Health
Directing the disposal of carcasses	Department of Natural Resources	County Emergency Management Agency County Environmental Health
Supporting the disposal effort by locating and contracting with heavy equipment/operators	Homeland Security and Emergency Management Agency State Emergency Operations Center Department of Transportation	County Emergency Management Agency County Public Works
Providing security for disposal personnel	Department of Public Safety	County Sheriff's Office Local Law Enforcement
Identifying additional resources needed for disposal	Homeland Security and Emergency Management Agency State Emergency Operations Center	County Emergency Management Agency

Quarantine		
Designing quarantine zone size	State Veterinarian	County Emergency Management Agency County Environmental Health
Establishing and enforcing of quarantine zones	Department of Public Safety	County Sheriff's Office Local Law Enforcement
Permitting specific types of movement within the quarantine zone	State Veterinarian	County Emergency Management Agency County Environmental Health
Cleaning and Disinfection		
Designating appropriate cleaning materials depending upon the disease	State Veterinarian	County Emergency Management Agency County Environmental Health County Public Health
Developing decontamination stations	Iowa National Guard Iowa Veterinary Rapid Response Team	County Emergency Management Agency Local Fire Departments Regional Hazmat Teams County Environmental Health County Public Health

ESF 11 – Agriculture, Natural Resources, and Pets Coordinator

Each coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions.
- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.

Support Agencies

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the Marshall County Comprehensive Emergency Operations Plan (also known as the "Basic Plan") Concept of Operations for specific information.

The size of the operation will determine if an Emergency Operations Center is needed. For large scale incidents, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the ESF in which his/her primary responsibilities lie.

The Emergency Operations Center Manager will staff the Emergency Operations Center as needed depending on the size and scope of the operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected ESFs within the Emergency Operations Center. See ESF 5 – Emergency Management.

See figure below for the coordination flow in Incident Command Post and the Emergency Operations Center.

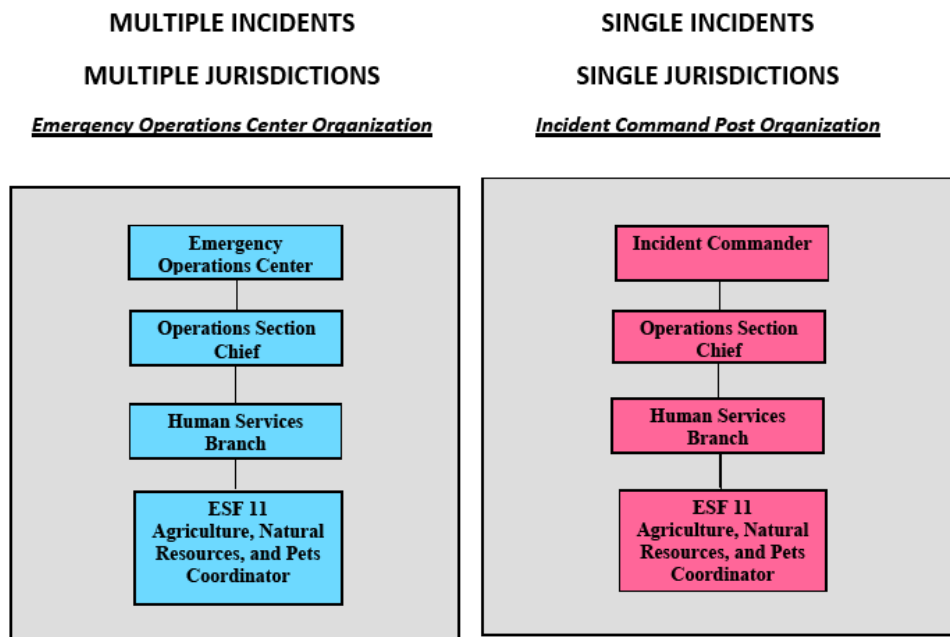


Figure 1: Coordination flow in the Emergency Operations Center and the Incident Command Post.

Primary Agency Functions

Agency	Function
Iowa Department of Agriculture and Land Stewardship	• Mandates a quarantine, stop sale, stop movement and otherwise restrict animals, plants, equipment, and products as necessary to control and eradicate diseases and pests. • Manages and directs evacuation of animals from risk areas and provides technical assistance to prevent animal injury and disease dissemination. • Responsible for carcass disposal and providing burial maps generated of the entire state indicating areas where burial is acceptable. • Provides staff at infected premises identifying acceptable burial sites. • Oversees the de-population, disposal, and decontamination of animals and plants. • Collects samples and ensures proper packing, handling, and delivery to designated laboratories for testing. • Assists law enforcement officials in criminal investigations, if a terrorist act is suspected. • Coordinates local emergency response teams with the State Agricultural Response Teams. • Coordinates Veterinary Medical Assistance Team assistance and takes reasonable measures to provide veterinary treatment and humane care of animals. • Coordinates response with the Iowa Department of Public Health on animal and plant issues that may impact public health. • Coordinates damage assessment with regional coordinator. • Coordinates with ESF 15 – Public Information for Public Service Announcements.

Iowa Department of Natural Resources	• Provides environmental manpower and technical assistance (e.g., air monitoring) and information in the event temporary interment is necessary and/or human remains are contaminated. • Provides technical assistance and environmental information for the assessment of hazardous materials.
State Historical Society of Iowa	• Identifies records, collects, preserves, manages, and provides access to Iowa's historical resources. • Conducts and stimulates research, disseminates information, encourages and supports historical preservation and education efforts of others throughout the state. • Coordinates with the Iowa Department of Agriculture and Land Stewardship and the Iowa Department of Natural Resources for the resources necessary to respond to the incident.
Marshall County Emergency Management Agency	• Ensures the Comprehensive Emergency Operations Plan (also known as the "Basic Plan") is implemented. • Coordinates with the Incident Commander to provide emergency response agencies needed for emergency operations. • Briefs local, State and Federal officials as to the situation. • Coordinates with the Iowa Department of Agriculture and Land Stewardship and the Iowa Department of Natural Resources for the resources necessary to respond to the incident.

Support Agency Functions

Support Agencies: Support agency representatives will provide technical expertise, personnel, teams and equipment in support of an emergency. Personnel assigned in support of the incident will maintain close coordination with Incident Command Post representative.

Note: Support agencies are not listed in order of priority. They are all in support of the primary agency.

City/County Agencies	Functions
Marshall County Communications Center	• Communications operators will follow the Comprehensive Emergency Operations Plan (also known as the “Basic Plan”). • Communications for various entities involved in the support functions
Amateur Radio Emergency Services (ARES)/ Amateur Radio Civil Emergency Services (CIRAS)	• Provides alternate or additional radio communications for the Incident Command Post or the Emergency Operations Center.
Animal Control/Humane Society Marshall County Animal Rescue League	• Assists shelter sites with pets. • Maintains list of pet friendly motels, kennels, and resources to assist pet owners or care for their animals. • Assists farmers with rescue or evacuation and care of livestock. • Coordinates with any livestock or producer organizations which may also provide assistance.
Marshall County Community Services	• Coordinates and provides mental health services for those affected by an outbreak including livestock producers, their families, and response staff.
Marshall County Department of	• Determines which foods are fit for human consumption and identifies potential problems associated with

Environmental Health	contaminated foods in cooperation with the Iowa Department of Public Health. • Assists with community outreach and education. • Supports the Public Health Agencies if appropriate.
Marshall County Department of Public Health	• Becomes involved in impact assessments on local citizens and suggestions of protective actions if the disease has caused illness in humans. • Assists with community outreach and education. • Coordinates and Liaisons with the Iowa Department of Public Health. • Provides health education in the areas of food preparation and storage. • Provides human health-related information, including surveillance for food borne disease and occupational safety and health issues.
Marshall County Engineer's Office	• Coordinates Perimeter Identification and Management. • Assists with establishing perimeters through coordination of signage and barricades. • Assists with animal carcass disposal. • Provides a list of equipment that could be used for carcass disposal. • Provides technical assistance, additional staff, and equipment if available.
Marshall County Secondary Roads	• Coordinates perimeter identification and management. • Assists with establishing perimeters through coordination of signage and barricades.

	• Provides animal carcass disposal assistance. • Provides a list of equipment that could be used for carcass disposal. • Provides technical assistance, additional staff and equipment if available.
Marshall County Sheriff's Office	• In coordination with the Iowa Department of Agriculture and Land Stewardship may provide: ○ Enforcement of movement restrictions and establishing perimeters. ○ Site Security and Conflict Resolution. ○ Investigation Assistance. • Maintains contact with the field and assesses the need for outside resources and request assistance as needed. • Coordinates with other ESF Coordinators and members of the Emergency Operations Center Team to support field activities. • Oversees all responding public safety and security resources, assesses their needs, helps them obtain resources and ensures emergency tasks can be accomplished. • Works with the Incident Commander(s) and the Emergency Operations Center to ensure law enforcement personnel deployed to the disaster scene are appropriately outfitted with and trained to use personal protective equipment required by the presence of any potentially hazardous materials/substances. • Serves as liaison with law enforcement resources from outside the County, and if necessary, with State and Federal Law enforcement resources. • Maintains police intelligence capability to alert government agencies and the public to potential threats.

	• Provides traffic and crowd control as required. • Provides evacuation and access control of threatened areas.
Emergency Medical Services	• Coordinates the on-scene emergency medical care, transportation, and hospital treatment for victims. • Provides emergency medical care and transportation. • Provides emergency medical assistance for responders and volunteers.
Local Fire Department	• Provides coordination of decontamination stations for vehicles, property, and personnel using protocols from the State Veterinarian's Office or from the State Emergency Operations Center. • Aides in rescue situations and provides assistance as needed and if available. • Makes recommendations regarding operation activities. • Primary responsibility for fire and hazardous materials scenes.
Local Law Enforcement	• In coordination with the Iowa Department of Agriculture and Land Stewardship and the Marshall County Sheriff's Office may provide: ○ Enforcement of movement restrictions and establishing perimeters. ○ Site Security and Conflict Resolution. ○ Investigation Assistance. • Provides the Emergency Operations Center, Command Post, and Incident Commander with the communications link.

	Provides additional personnel and equipment, as needed and if available.
Local Public Works	- Coordinates perimeter identification and management. - Assists with establishing perimeters through coordination of signage and barricades. - Provides equipment and assistance for animal carcass disposal. - Provides a list of equipment that could be used for carcass disposal. - Provides technical assistance, additional staff and equipment, if needed and available.
Marshall County Public Information Officer (Sheriff)	- Collects, coordinates, and disseminates emergency public information material to the resident and transient population. - Serves as a member of the Emergency Operations Center. - Coordinates all public information activities with the Chief Executive Officer and the County Emergency Management Coordinator. - Appoints a supporting staff to ensure the capability of 24-hour operations, if needed.
Community Emergency Response Team (CERT) and Volunteers	Assist with operation as directed by the Emergency Management Coordinator or Incident Commander.
State Agencies	Functions
Iowa Department of Public Health	Leads all State response to public health emergencies and incidents.

	- Assumes operational control of relevant State emergency response assets, as necessary, in the event of a public health emergency and provides assistance to County Public Health Departments. - Determines which foods are fit for human consumption and identifies potential problems associated with contaminated foods. - Provides health education in the areas of food preparation and storage. - Provides laboratory and diagnostic support, subject-matter expertise, and technical assistance as well as field investigators to assist in product tracing, inspection and monitoring, and interdiction activities. - Provides human health-related information, including surveillance for food borne disease and occupational safety and health issues. - Coordinates national preparedness, response, and recovery actions through the Iowa Homeland Security Emergency Management Division.
Iowa Department of Public Safety	- Provides additional law enforcement capabilities. - Provides security for the Strategic National Stockpile, secure movement of needed food or feed supply, and quarantine enforcement assistance, if required. - Provides Iowa Department of Public Health with relevant information of any credible threat or other situation that could potentially threaten public health. - Coordinates with local law enforcement and the Federal Bureau of Investigation to assist in victim identification. - Supports local death scene investigations and evidence recovery.
Iowa Department of	Provides updated information on road conditions, load bearing capacities, and usability to support evacuation or

Transportation	rerouting of traffic. • Maintains road condition/closure website. • Provides equipment and manpower to maintain or repair roads and bridges to usable condition in support of an evacuation. • Assists in traffic control by erecting barricades, warning lights and signs, or providing manpower.
Iowa Homeland Security Emergency Management	• Responsible for the overall emergency coordination of state assistance if a multiple state agency response is required. • Maintains situational awareness and the Common Operating Picture. • Provides logistical support for deploying elements required. • Coordinates the use of mobilization centers/staging areas, transportation of resources, use of disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations. • Assists in arranging transportation to support operations.
Iowa National Guard	• At the request of the Governor, mobilizes and deploys available National Guard medical units to support local governments with available personnel. • At the request of the Governor, provides support to the Iowa Department of Public Health to assist County governments. • Provides additional personnel and equipment as needed.
Iowa State University –	• Provides expertise and technical assistance on animal

College of Veterinary Medicine	disease. • The Veterinary Diagnostic Lab: ○ Provides comprehensive and diagnostic services to veterinarians, producers, and animal owners in Iowa and nationally. ○ Is responsible for delivering accessible, timely, accurate, valid, and consistent test results to aid in the protection of animal and human health. ○ Provides a wide range of surveillance testing for early detection and identification of foreign animal and emerging domestic disease agents, as well as acts of bioterrorism directed at human and livestock populations and agricultural food supplies. ○ Provides educational opportunities to professional and graduate students, as well as local, national, and international scientists, diagnosticians and practitioners.
Iowa Veterinary Rapid Response Team	• Acts under authority of the State Veterinarian to prevent and control foreign animal disease and respond to animal health emergencies.
Federal Agencies	Functions
Department of Agriculture	Farm Service Agency: • Provides assistance for natural disaster losses, resulting from drought, flood, fire, freeze, tornadoes, pest infestation, and other calamities. • Makes direct and guaranteed farm ownership and operating loans to family-size farmers and ranchers who cannot obtain commercial credit from a bank, Farm Credit System institution, or other lender. • Loans can be used to purchase land, livestock, equipment, feed, seed, and supplies or can also be used to construct

	buildings or make farm improvements. Nutrition Services: • Determines the availability of U.S. Department of Agriculture foods, including raw agricultural commodities (e.g., wheat, corn, oats, and rice) that could be used for human consumption and assesses damage to food supplies. • Coordinates with State, tribal, and local officials to determine the nutrition needs of the population in the affected areas. • At the discretion of the Administrator and upon request by the State, approves emergency issuance of food stamp benefits to qualifying households within the affected area. • At the discretion of the Administrator makes emergency food supplies available to households for take-home consumption in lieu of providing food stamp benefits for qualifying households. • Works with State and voluntary agencies to develop a plan of operation that ensures timely distribution of food in good condition to the proper location, once need has been determined. Animal and Plant Health Inspection Service (APHIS) Veterinary Services: • Detects animal disease anomalies and pests, and assigns Foreign Animal Disease Diagnosticians to conduct investigations. • After diagnosis of disease, circulates warning notice to appropriate Federal and State officials in order to facilitate a timely and efficient response. • Coordinates tasks with other ESFs, Veterinary Medical Assistance Teams (VMATs), existing State veterinary emergency response teams, and voluntary animal care organizations to respond. • Coordinates zoonotic disease surveillance activities. • Coordinates and ensures support in the case of a natural
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	disaster in which animal/veterinary issues arise. • Assists with the clean-up of swine carcasses on both public and private land. • May utilized its National Veterinary Stockpile and may execute existing contracts with companies that specialize in depopulation, disposal, and decontamination services. Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine: • In the event of an outbreak of an economically devastating plant pest or disease, the grower and/or the State land-grant university diagnostic laboratory or State Department of Agriculture diagnostic laboratory notifies the State Plant Regulatory Official and the Federal State Plant Health Director. ○ The Director then notifies the Plant Protection and Quarantine program’s regional and headquarters offices. • Prior to initiation of an emergency response, the suspect specimen must be confirmed by a specialist recognized as an authority by the Plant Protection and Quarantine program’s National Identification Services unit. ○ Once confirmed as a plant pest of significant economic consequence, the appropriate Plant Protection and Quarantine Regional Director and the Assistant Deputy Administrator for Emergency and Domestic Programs notify the State Plant Regulatory Official and the State Plant Health Director in the State of origin. ○ The Plant Protection and Quarantine program then notifies the National Plant Board of the confirmation, and all trading partners are informed. Animal and Plant Health Inspection Service (APHIS) Animal Care: • Provides technical expertise regarding the safety and well-being of household pets. • Coordinates with ESF 6 on mass evacuation and ESF 11
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	on sheltering of household pets. • Coordinates with ESF 11 on medical care for household pets. • Coordinates with FEMA on transportation for household pets. • Coordinates with ESF 9 on search and rescue operations for household pets. • Coordinates with ESF 14 to ensure continued assistance is provided for household pets during long-term community recovery. Animal and Plant Health Inspection Service (APHIS) Center for Animal Health Information and Analysis (CAHIA): • Keeps key agency and industry decision makers and interested members of the public informed regarding animal health issues that may impact the United States. Formerly known as the Center for Emerging Issues. • Organizes into three teams: (1) Global Intelligence and Forecasting Team focuses on improving global animal health through all-source intelligence and communication. (2) The Risk Analysis Team identifies and develops epidemiologic and economic methods to estimate risks. (3) The Spatial Epidemiology Team provides expertise in the use of geospatial methods to enhance animal health. Animal and Plant Health Inspection Service (APHIS) National Animal Health Monitoring System (NAHMS): • Collects, analyzes, and disseminates data on animal health, management, and productivity across the United States. • Conducts national studies on the health and health management of United States domestic livestock
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	populations. Animal and Plant Health Inspection Service (APHIS) National Surveillance Unit (NSU): • Serves as the coordinating entity for activities related to U.S. animal health surveillance. • Develops and enhances animal health surveillance through evaluation, design, analysis, prioritization, and integration. • Focuses on: ○ Coordination and integration of surveillance information. ○ Surveillance planning and design. ○ Data analysis and dissemination of results. ○ Evaluation of surveillance programs. ○ Prioritizing surveillance activities. Animal and Plant Health Inspection Service (APHIS) Office for International Collaboration and Coordination (OICC) • Responsible for strengthening collaboration on animal-health issues and projects both domestically and internationally. This includes interagency collaboration, supporting existing collaboration, encouraging new relationships with universities, and marketing and public relations.
Department of Defense	• Assesses the availability of Department of Defense food supplies and storage facilities capable of storing dry, chilled, and frozen food. • Assesses the availability of Department of Defense transportation equipment, material handling equipment, and personnel for support. This responsibility is confined to the posts, camps, and stations within or adjacent to the affected area. • Assesses the availability of laboratory and diagnostic support, subject-matter expertise, and technical assistance

	that may be provided. • Assists animal emergency response organizations, or others as requested and appropriate. • Provides resources including senior Army Veterinary Corps Officers to function as Defense Veterinary Liaison Officers and Defense Veterinary Support Officers (who serve as the onsite point of contact for veterinary functions) and other military specialists trained in foreign animal disease diagnosis, epidemiology, microbiology, immunology, entomology, pathology, and public health. • Provides laboratory support to assist and augment the capabilities of APHIS.
Department of Health and Human Services	• Determines which foods are fit for human consumption and identifies potential problems associated with contaminated foods. • Provides health education in the areas of food preparation and storage. • Provides laboratory and diagnostic support, subject-matter expertise, and technical assistance as well as field investigators to assist in product tracing, inspection and monitoring, and interdiction activities. • Provides human health-related information, including surveillance for food borne disease and occupational safety and health issues. • Provides veterinary public health and clinical subject-matter expertise support through the U.S. Public Health Service Commissioned Corps veterinary teams and epidemiologists to address: ○ Environmental public health ○ Toxicology ○ Bite/scratch injuries from animals ○ Zoonotic disease hazards

	• Conducts veterinary/animal emergency needs assessments. • Responds to occupational safety and health issues associated with animal response. • Helps implement rabies quarantines, etc. • Assists in delivering animal health care to injured or abandoned animals and performing veterinary preventive medicine activities, including the conducting of field investigations and the provision of technical assistance and consultation as required.
Department of Homeland Security	• Provides communications support in coordination with ESF 2 – Communications. • Maintains situational awareness and the Common Operating Picture via the Homeland Security Information Network. • Identifies and arranges for use of the Department of Homeland Security / US Coast Guard aircraft and other assets in providing urgent airlift and other transportation support. • Coordinates with the Infrastructure Liaison concerning all issues regarding the recovery and restoration of the associated critical infrastructure sector supported by the ESF, including the allocation and prioritization of resources, demographic information about the disaster area, and private sources of food. • Provides additional support in interdicting adulterated products in transport and at ports of entry; subject-matter expertise, technical assistance, air and transport services, as needed, for personnel and laboratory samples. • Maintains, through the Office of Infrastructure Protection Directorate, a database of critical infrastructure and key assets and maintains detailed information on selected sites derived from site visits and collection of vulnerability assessments.

Department of Interior	• Provides scientific/technical advice, information, and other assistance to help prevent or minimize injury to and to restore or stabilize Natural/Cultural and Historic resources. Areas of concern include: ○ Terrestrial and aquatic ecosystems ○ Biological resources, including fish and wildlife threatened and endangered species and migratory birds ○ Historic and prehistoric resources ○ Mapping and geospatial data ○ Geology ○ Hydrology including real-time water flow data, earthquakes, and other natural hazards ○ On and offshore minerals ○ Energy ○ Coal mining • Makes available the response resources of Incident Management Teams in Department of Interior Bureaus, such as the National Park Service Museum Emergency Response Team, which has the capability to respond to events affecting all cultural resources and historic properties. • Provides technical assistance in contracting, contract management, procurement, construction inspection, and Natural and Cultural, and Historic resources assessments and restoration (natural resources), preservation, protection, and stabilization. • Provides technical and financial assistance to landowners and communities as appropriate to help assess the restoration needs and requirements for important fish and wildlife habitats and populations • Provides appropriate personnel, equipment, and supplies, primarily for communications, aircraft, and the establishment of base camps for deployed Federal teams. • Ensures resources are assigned commensurate with each unit's level of training and the adequacy and availability of equipment.

Environmental Protection Agency	• Provides technical assistance, subject-matter expertise, and support for biological, chemical, and other hazardous agents on contaminated facility remediation, environmental monitoring, and contaminated agriculture (animal/crops) and food product decontamination and disposal. • Provides surge capacity for laboratory and diagnostic support. • Works with the Department of Agriculture, the Department of Health and Human Services, and the private sector to identify suitable and available antimicrobial and other pesticides to be used to treat and decontaminate crops, environmental surfaces, and water. • Approves the use of these pesticides. • Provides investigative support and intelligence analysis for incidents involving oil or hazardous materials pursuant to existing statutory authorities. • Provides technical assistance in determining when water is suitable for human consumption.
Farm Service Agency	• See Department of Agriculture.
Federal Emergency Management Agency	• Provides a granting mechanism to fund preparedness efforts on the local level to ensure that an infrastructure exists to meet the timely challenges of evacuation and rescue, both before and during an event. • Contracts for transportation for household pets and service animals in advance of emergency events. • Purchases and pre-positions shelter materials in advance of emergency events. • Funds State and local preparedness activities for household pets and service animals.

	• Coordinates the environmental and historic preservation compliance requirements for all response, recovery, and mitigation activities funded through the Stafford Act, including mission assignments. • Advises the Federal Coordinating Officer on issues related to environmental and historic preservation compliance. • Provides assistance on issues relating to historic properties damaged by disasters. • Co-sponsors the Heritage Emergency National Task Force and uses it as a communication and information-sharing vehicle.
National Animal Health Center	• The Centers for Epidemiology and Animal Health (CEAH) National Center for Animal Health Surveillance was re-organized in 2006 into two separate CEAH Centers under the USDA: (1) The National Surveillance Unit (NSU). (2) The National Animal Health Monitoring System (NAHMS). • See Department of Agriculture functions on page 34.
Small Business Administration	• Provides low-interest, long-term disaster loan assistance for qualified homeowners and renters, nonagricultural businesses of all sizes, and nonprofit organizations to fund the repair and replacement of disaster-damaged property. • Provides loan funds that also may include money for such things as relocation, mitigation, refinancing of existing liens, code-required upgrades, and 1-year insurance premiums.

Other	
Volunteer Organizations Active in Disaster	• Ensures all volunteers are registered and tracked, have appropriate management and safety concerns addressed, and any equipment used is also documented. • Facilitates and encourages collaboration, communication, cooperation, coordination and build relationships among organizations and agencies to prepare for emergencies. • Provides guidance in client information-sharing, spiritual and emotional care, and longer term recovery as needed. • Provides canteen services for responders and support personnel. • Assists with Emergency Operation Center staffing or assisting other agencies with secretarial or staffing.

ESF Development, Testing, and Maintenance

Refer to the Marshall County Comprehensive Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

Iowa Homeland Security Region One

Marshall County

Emergency Support Function 12

Energy

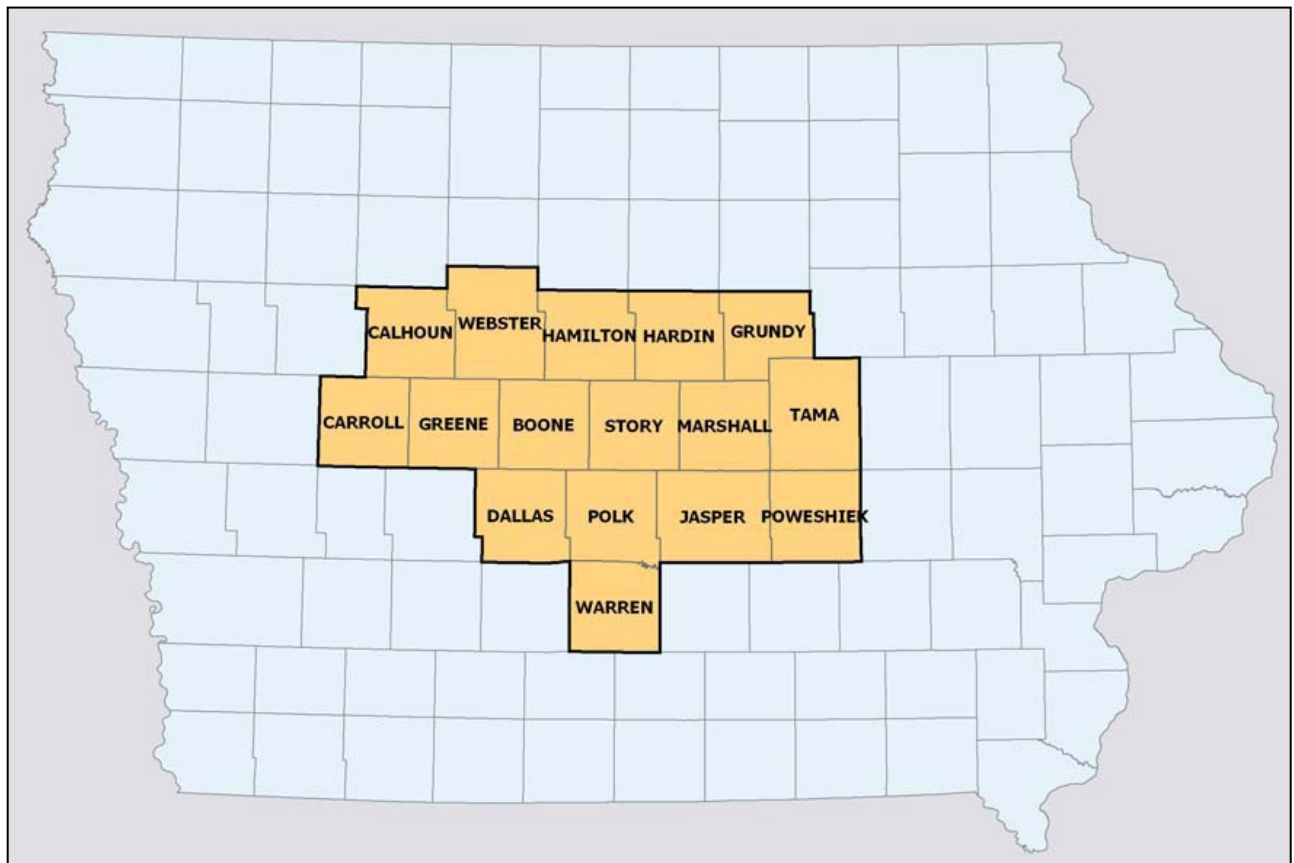


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Appendices:

Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)
2	10-15-19	10-15-19	Kimberly Elder and EFS partners

Primary and Supporting Agencies

ESF Coordinator: Public Works Department (Individual Cities)

Primary Agencies:

Marshall County Emergency Management Agency

Support Agencies:

City/County

Marshall County Engineer's Office

Marshall Municipal Electric Company/Cooperative

Municipality Public Information Office

State

Iowa Department of Public Safety

Iowa Department of Transportation

Iowa Homeland Security and Emergency Management

Iowa Utilities Board

Federal

Department of Energy

Department of Homeland Security

Nuclear Regulatory Commission

Other

Private Utility Companies

Public Utility Companies

Introduction

Purpose

Emergency Support Function (ESF) 12 – Energy is intended to facilitate the restoration of damaged energy systems and is an integral part of the larger Iowa Department of Energy responsibility of maintaining continuous and reliable energy supplies for Iowa through preventive measures and restoration and recovery actions.

Emergency Support Function 12 – Energy establishes activities of the energy organizations and utilities in responding to and recovering from fuel shortages, power outages and capacity shortages which impact or threaten to impact Marshall County citizens and visitors during and after a disaster situation.

Expedient recovery is dependent upon the restoration of power to homes and businesses. Power outages are usually caused by major disasters such as tornadoes or other severe weather. However, other events such as fuel shortages, civil disturbances, disruption of transmission and distribution systems or power generating plant failure may also cause temporary disruption of power.

ESF 12 can provide personnel and resources to support prevention, preparedness, protection, response, recovery and mitigation in support of the primary emergency management objectives.

For the purpose of this ESF, energy includes producing, refining, transporting, generating, transmitting, conserving, building, distributing, maintaining, and controlling energy systems and its components.

ESF 12 –Energy functions include:

- Energy infrastructure assessment to include collecting, evaluating, and sharing information on energy system damages and estimations on the impact of system outages within the county.
- Facilitating the repair and restoration of energy systems through legal authorities and waivers.
- Providing technical expertise to the utilities, conducting field assessments, and assisting government and private stakeholders in restoring energy lines of communications.

Scope

- Conducting damage assessments to energy systems.
- Restoration requirements to damaged systems.

- Assistance in obtaining fuel for transportation and emergency operations.
- Recommendations for fuel conservation.
- Providing technical assistance involving energy systems.
- Processing all fuel and power assistance requests received.

Policies

ESF 12 – Energy:

- Addresses significant disruptions in energy supplies for any reason, whether caused by physical disruption of energy transmission and distribution systems, unexpected operational failure of such systems, or unusual economic or international political events.
- Addresses the impact that damage to an energy system within and outside the county that may have on energy supplies, systems, and components in other regions relying on the same system.
- Performs the county coordination role for supporting the energy requirements associated with regard to local events.
- Serves as the primary county point of contact with the energy industry for information sharing and requests for assistance from private- and public-sector owners and operators.
- Maintains lists of energy-centric critical assets and infrastructures, and continuously monitors those resources to identify and mitigate vulnerabilities to energy facilities.

Situation and Planning Assumptions

Situations

- The potential for widespread loss of power is relatively high in Marshall County due to the frequency of severe weather.
- Loss of power to large areas of Marshall County may require that shelters be opened and some basic services be provided.
- County wide disruption of energy supply lines will hinder critical services to the public.
- Assistance from the Iowa Department of Energy is available.

Planning Assumptions

- Energy outage restoration will require private-public partnership.
- Restoration may require assistance from outside the county.
- Disruptions outside the county may also cause outage or reduction of available power within the county.
- Critical infrastructure and services will require self-reliance using emergency generators until restoration is obtained.

Concept of Operations

General

The Marshall County ESF 12 Coordinator will coordinate the local assessment, repair, and restoration of energy services in a timely manner.

The principal activities include:

Damage Assessment Activity

Coordinating the collection of damage information, its assessment, and sharing such information regarding the disruption of power and the restoration of services is critical to recovery efforts. Initial damage assessments will identify the areas and types of utility outages.

Restoration of Lifelines Activity

Coordinating and prioritizing local efforts of repairing and restoring energy systems working cooperatively with Federal, State, local, and private partners. Technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event.

Restoration Priorities

1. Hospitals/Medical Centers
2. Emergency Communications/Emergency Operations Centers
3. Public Works - Water and wastewater pumping facilities
4. Fire, Emergency Medical Services, and Law Enforcement facilities
5. Evacuation Shelters
6. Hospitals and Nursing Facilities
7. Key government, public, and private facilities

Organization

The Marshall County ESF 12 Coordinator will attend meetings and exercises, participate in planning workshops, and develop an expertise on county and regional energy issues.

Roles and Responsibilities

ESF12 Coordinator

The coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.
- Activates appropriate support agencies.
- Coordinates government logistical and fiscal activities supporting associated priorities and activation.
- Plans and supports regular meetings with the primary and support agencies related to preparedness, response, and recovery activities.
- Ensures support agencies are informed and involved in all meetings.
- Ensures primary and support agencies are reconvened post-demobilization to critique preparedness, response, recovery, and mitigation activities and develop an improvement action plan to address identified issues.
- Maintains current list of energy system locations.
- Prepares and provides information for Marshall County residents regarding energy outages.
- Acts as local government advisor on energy related issues.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at the designated locations.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions.
- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Ensuring coordination with the Marshall County Emergency Operations Center.
- Coordinating security for critical energy system components.
- Coordinating media interviews, if allowed, with the Public Information Officer.

Support Agencies

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the Marshall County Comprehensive Emergency Operations Plan (also known as the “Basic Plan”) Concept of Operations.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the ESF in which his/her primary responsibilities lie.

The Emergency Operations Center Manager will staff the Emergency Operations Center as needed depending on the size and scope of operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected ESFs within the Emergency Operations Center. See ESF 5 – Emergency Management.

See figure below for the coordination flow in Incident Command Post and the Emergency Operations Center.

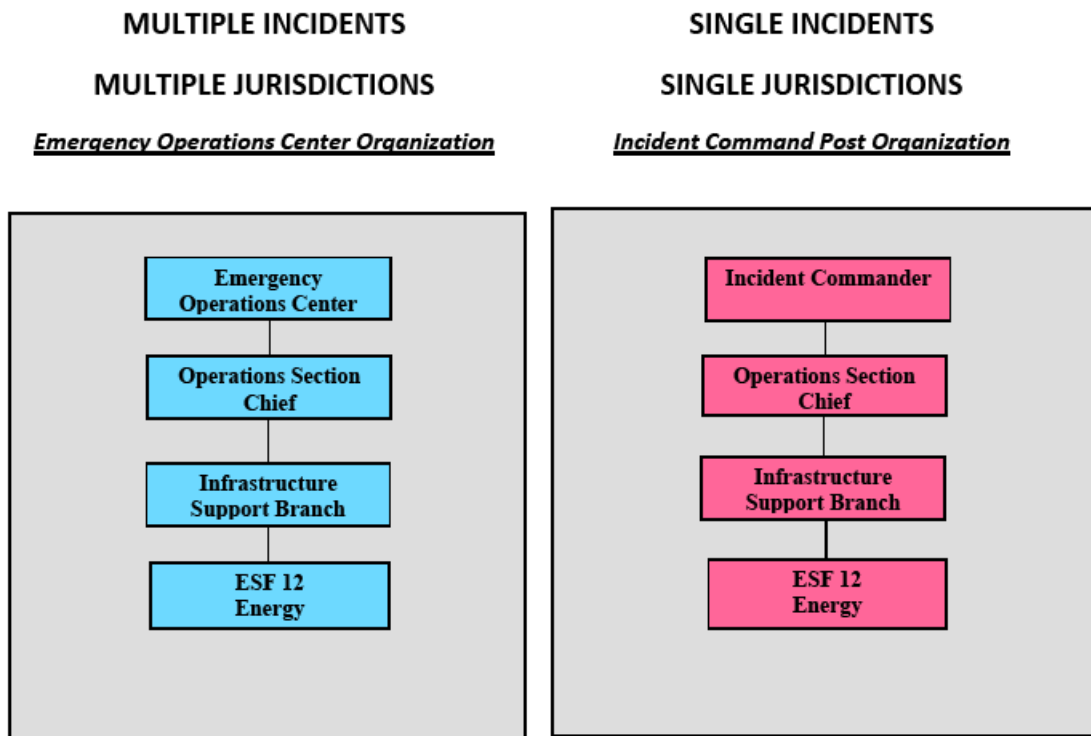


Figure 1: Coordination flow in the Emergency Operations Center and the Incident Command Post.

Primary Agency Functions

Agency	Function
Marshall County Emergency Management Agency in coordination with local public works agencies and utilities	• Serves as the focal point for issues and policy decisions relating to energy response and restoration efforts. • Assesses energy system damage and monitors repair work. • Collects, assesses, and provides information on energy supply, demand, and market impacts; and contributes to situation and after-action reports. • Identifies supporting resources needed to restore energy systems.

Support Agency Functions

Support Agencies: Support agency representatives will provide technical expertise, personnel, teams and equipment in support of the assessment, repair, and restoration of energy systems.

Note: Support agencies are not listed in order of priority. They are all in support of the primary agency.

City/County Agencies	Functions
Marshall County Engineer's Office	• Provides additional staff and equipment. • Provides up to date information on public works infrastructure and impact on community. • Assists in debris removal that may impact on utility infrastructure.
Municipal Electric Company / Cooperative within Marshall County	• Provides technical expertise on power utility assessment, repair, and restoration. • Repairs and restores equipment and systems. • Assists in coordination of other ESFs. • Provides assessment on local impact of power outages within and outside the local region.
Public Information Office	• Responsible for the collection, coordination, and dissemination of emergency public information material to the resident and transient population. • Coordinates all public information activities with the Incident Command Post and the Emergency Operation Center. • Coordinates a disaster hotline through community service agencies or volunteers. Ensure those locations have up to date information.

State Agencies	Functions
Iowa Department of Public Safety	• Provides additional law enforcement capabilities. • Coordinates traffic information with the Department of Transportation on road conditions/closures hotline for services for public and emergency access. • Provides a teletype service for law enforcement agencies for road closure and detour information. Routes of travel may be identified. • Establishes control points for traffic control, assists in maintaining order, obtains medical help, and direct emergency vehicles to the proper destination within and around the disaster area.
Iowa Department of Transportation	• Provides updated information on road conditions, load bearing capacities and usability to support utility repair crews. • Maintains road condition/closure website. • Provides equipment and manpower to maintain or repair roads and bridges to usable condition in support of utility repair crews. • Personnel may assist in traffic control by erecting barricades, warning lights and signs, or providing manpower. • Assists in debris removal that may impact on distribution systems or repair and restoration of utilities.
Iowa Homeland Security and Emergency Management	• Responsible for the overall emergency coordination of state assistance if a multiple state agency response is required. • Maintains situational awareness and the Common Operating Picture.

	- Provides logistical support for coordinating mobilization centers/staging areas, transportation of resources, public health and medical elements, disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations. - Assists in coordinating to support provide temporary power of critical infrastructure, hospitals, nursing homes, schools, and shelters.
Iowa Utilities Board	- Regulates various aspects of electric, natural gas, communications, and water utilities and generally supervises all pipelines and the transmission, sale, and distribution of electrical current. - Has general jurisdiction over gas utilities furnishing natural gas by piped distribution. - Enforces safety and engineering standards.
Federal Agencies	Functions
Department of Energy	- Serves as the focal point for issues and policy decisions relating to energy response and restoration efforts. - Assesses energy system damage and monitors repair work. - Collects, assesses, and provides information on energy supply, demand, and market impacts; and contributes to situation and after-action reports. - Identifies supporting resources needed to restore energy systems. - Deploys response teams as needed to affected area(s) to assist in response and restoration efforts.

Department of Homeland Security	Federal Emergency Management Agency Citizen Corps: • Involves community members in all-hazards emergency preparedness, planning, mitigation, response, and recovery.
Nuclear Regulatory Commission	• Regulates the Nation’s civilian use of nuclear fuels and materials to include commercial nuclear power plants • Provides information and technical assessment regarding nuclear power plants.
Other	
Private Utility Companies Public Utility Companies	• Provide liaison to the County Emergency Operations Center regarding technical expertise on power utility assessment, repair, and restoration. • Repair and restore equipment and systems. • Provide damage assessments on local impact of power outages within and outside the local region. • Coordinate receiving or providing assistance from or to other counties regarding power assessment, repair, and restoration.

ESF Development, Testing, and Maintenance

Refer to the Marshall County Comprehensive Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

City of Marshalltown

Emergency Support Function 13
Public Safety and Security

ESF-13

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Appendices:

- 1. Contact & Resource Lists

Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)

Primary and Supporting Agencies

Emergency Support Function Coordinator: Marshalltown Police Department

Primary Agencies

Marshalltown Police Department

Support Agencies

City

Marshalltown Fire Department
Marshalltown Public Works- Street Division
Public Information Officer

County

911 Communications
Amateur Radio Emergency Services/ Amateur Radio Civil Emergency Services
Marshall County Emergency Management Agency
Marshall County Medical Examiner
Marshall County Public Health Department
Marshall County Sheriff's Office
Mid-Iowa Drug Task Force
Volunteer Fire Department(s)
Emergency Medical Services
Special Weapons and Tactics Teams

State

Iowa Department of Natural Resources
Iowa Department of Public Safety
Iowa Department of Transportation
Iowa Homeland Security and Emergency Management
Iowa National Guard

Federal

Bureau of Alcohol, Tobacco, Firearms, and Explosives
Drug Enforcement Administration
Federal Bureau of Investigation
Federal Emergency Management Agency
US Customs
US Department of Homeland Security

Introduction

Purpose

Emergency Support Function 13 – Public Safety and Security rapidly employs resources in a coordinated response to ensure the safety and security of all citizens, maintain law and order, protect public and private property, and provide protection for essential industries and facilities within the county.

Scope

This annex assigns responsibilities and provides coordination between all of the law enforcement agencies operating during times of emergencies and disasters within the City of Marshalltown.

This annex also provides guidance for the organization of law enforcement resources in Marshalltown to respond to emergencies exceeding normal law enforcement capabilities.

It provides a flexible organizational structure capable of meeting the varied requirements of many emergency scenarios with the potential to require activation of the City or County Emergency Operations Center and implementation of the Emergency Operations Plan.

Law enforcement agencies will coordinate efforts for public warning, traffic control, evacuation movement, search and rescue operations, and security of critical infrastructure and supplies.

Policies

Public Safety and Security will be an expansion of normal day-to-day operations and responsibilities.

Command and control of all Public Safety and Security operations are directed by the Marshalltown Chief of Police.

This annex will be implemented in accordance with the National Incident Management System/Incident Command System and the incorporated measurable objectives identified in the Incident Action Plan.

The Incident Command System provides the functional structure for actively managing any type of incident regardless of cause, size, or complexity.

All personnel with responsibilities in the Incident Command Post and Emergency Operations Center will be proficient with the Incident Command System concepts and principles.

Outside assistance is available to local response and support personnel to implement complex or large organizational structures through the Iowa Incident Management Team (Type III).

The Incident Command System is primarily a field level organizational system which has authority to make operational and tactical decisions and command all field personnel.

Coordination with state and other law enforcement organizations is accomplished through the Emergency Operations Center.

Additional policies and authorities for this annex reside in the City of Marshalltown Emergency Operations Plan.

Situations and Planning Assumptions

Situations

- **Search Coordination.** Law enforcement personnel are responsible for the coordination of search efforts related to lost or missing persons, fugitives and bomb threat.
- **Staging and Reception Areas.** Law enforcement personnel will provide security around the disaster site during emergency operations at the request of the Incident Commander. They can be assisted in these efforts by the Fire Department and Public Works Department.
- **Curfew.** If conditions warrant, a curfew may be established by declaration by the Marshalltown Mayor. Law enforcement will be directed to enforce the curfew until rescinded.
- **Protection of Responders.** Law enforcement is responsible for providing security to first responders entering a scene where civil unrest would create the need for medical or fire response.
- **Traffic Control.** Law enforcement is responsible to provide perimeter security, traffic and crowd control. Law enforcement is in charge of coordinating the movement of disabled vehicles during evacuations.
- **Warning.** Law enforcement personnel may be required to support warning requirements by utilizing emergency vehicles with sirens and public address systems to ensure notification of all residents in the affected area. The need for implementation of this procedure will depend on the actual situation and will be coordinated by the Chief of Police.
- **Evacuation.** Law enforcement agencies have two major tasks during evacuations: to provide police protection and to promote orderly departure and return of the risk area population. Individual departments will be responsible for routes within their jurisdictions. Priority of the wrecker or towing services will be to clear disabled vehicles and debris off roadways in order to keep traffic flowing
- **Hazardous Materials.** See Emergency Support Function 10 – Hazardous Materials for the role of law enforcement.
- **Terrorist Events.** The Marshalltown Police Department will work closely with the Joint Terrorism Task Force and Federal Bureau of Investigation regarding credible terrorist threat assessments and issuing public warnings. In the event of a terrorist incident, the Federal Bureau of Investigation will serve as the Lead Agency for criminal investigation and the Emergency Support Function 13 –Public Safety and Security will work closely with the Federal Bureau of Investigation Joint Operations Center.

Planning Assumptions

- Public safety and security response will be coordinated pursuant to local and state laws.
- Law enforcement will coordinate the response with other Emergency Support Functions based on the details of the events.
- Law Enforcement will utilize their normal communications networks during disasters.

Concept of Operations

General

The Marshalltown Police Department is responsible for coordinating law enforcement activities during an emergency or disaster response within the city limits of Marshalltown.

Public safety and security requirements during emergencies will vary greatly depending on the event, but may include:

- Providing traffic and crowd control
- Controlling access to operational scenes and evacuated areas
- Preventing and investigating crimes
- Providing security for critical facilities and supplies

The National Incident Management System is utilized throughout the county for coordinating activities among local law enforcement agencies and other first responders. As a standardized management plan that unifies federal, state, and local governments for incident response, it establishes a consistent nationwide template for incident management processes, protocols, and procedures that all responders use.

Notifications

The Marshalltown Police Department will coordinate law enforcement activities.

As additional Emergency Operations Center staffing needs become apparent, other agency representatives may be asked to report to the Emergency Operations Center.

Organization

Tactical law enforcement operations will be controlled by the Incident Commander(s) at the scene(s) within the Incident Command Structure. The Incident Commander(s) will assess the need for additional resources and use mutual aid agreements or request that the Emergency Operations Center deploy assets to support field operations.

The City Emergency Operations Center will serve as the central location for interagency coordination and executive decision-making.

State and Federal Law Enforcement resources will be requested through the Emergency Operations Center as described in Emergency Support Function 5 – Emergency Management.

Roles and Responsibilities

Emergency Support Function 13 – Public Safety and Security Coordinator

The coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination
- Maintaining ongoing contact with primary and support agencies
- Conducting periodic meetings and conference calls
- Coordinating efforts with corresponding private-sector organizations
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.

Primary Agencies

When activated in response to an incident, the primary agencies are responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies, as well as appropriate local jurisdictions.
- Working with appropriate private-sector organizations to maximize use of all available resources.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.

Support Agencies

Support agency representatives will provide technical expertise, personnel, teams and support equipment. Personnel assigned in support of the incident will maintain close coordination with Incident Command Post representative.

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources
- Participating in planning for short-term and long-term incident management and recovery operations
- Assisting in the conduct of situational assessments
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency
- Providing information or intelligence regarding their agency's area of expertise

Organizational Structure

The National Incident Management System will be utilized during incidents. See the City of Marshalltown Emergency Operations Plan – Concept of Operations for specific information.

The size of the Public Safety and Security operation will determine if an Emergency Operations Center is needed. For large scale incidents, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an internal management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the Emergency Support Function in which his/her primary responsibilities lie.

The Emergency Operations Center Manager will staff the Emergency Operations Center as needed depending on the size and scope of the operations. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director.

This ensures that Director of Disaster Services is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by

other potentially affected Emergency Support Functions within the Emergency Operations Center. See Emergency Support Function 5 – Emergency Management.

See figure below for the **coordination flow** in Incident Command Post and the Emergency Operations Center.

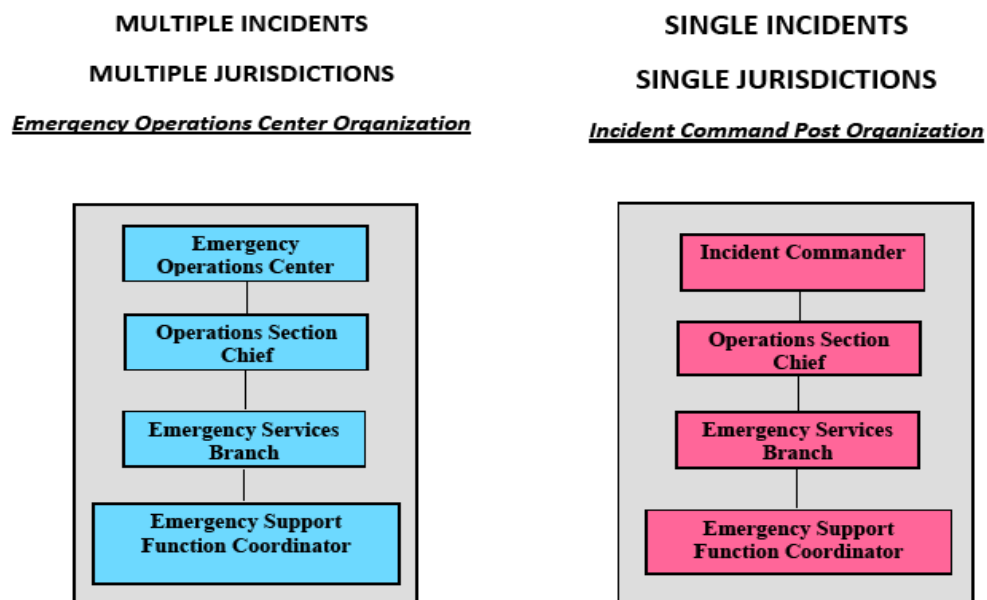


Figure 1 Coordination Flow in the Emergency Operations Center and Incident Command Post.

Primary Agency Functions

Agency	Function
Marshalltown Police Department	• Provide law enforcement and security services within Marshalltown. • Provide security and personnel registration/check-in support at the Emergency Operations Center for full-scale activations upon request and determination of adequate manpower. • Maintain contact with the field and assess the need for outside resources and request assistance as needed. • Oversee all responding public safety and security resources, assess their needs, help them obtain resources and ensure emergency tasks can be accomplished. • Work with the Incident Commander(s) and the Emergency Operations Center Team to ensure law enforcement personnel deployed to the disaster scene are appropriately outfitted with and trained to use personal protective equipment required by the presence of any potentially hazardous materials/substances. • Serve as liaison with law enforcement resources from outside the City, and if necessary, with County, State and Federal Law enforcement resources. • Maintain police intelligence capability to alert government agencies and the public to potential threats. • Develop strategies to effectively address special emergency situations that may require distinct law enforcement procedures, such as civil disorders, hostage taking, weapons of mass destruction, terrorist situations, and bomb threats/detonations. • Test primary communications systems and arrange for alternate systems, if necessary. • Provide traffic and crowd control as required. • Provide security and law enforcement to critical facilities. • Orders evacuation and access control of threatened areas, if needed. • Assist the Marshall County Medical Examiner and the Health Department with identification of the dead.

Support Agency Functions

City/County Agencies	Functions
911 Communications	Communications operators will follow the Emergency Operations Plan in the event of a search and rescue operation.
City of Marshalltown Public Works- Street Division	Provide materials for closing streets and signage for rerouting traffic.
Marshalltown Fire Department	- Provide assistance in search and rescue operations, as needed and if available in coordination with ESF 9. - Primary responsibility for fire and hazardous materials scenes in coordination with ESF 4.
Mid-Iowa Drug Task Force	Primarily responsible for the investigation of drug crimes.
Marshall County Emergency Management Agency	- Coordinates with the Incident Commander to provide emergency response agencies needed for search and rescue. - Briefs local, state and federal officials as to the situation. - Coordinate resources necessary for search and rescue.
Marshall County Public Health Department	Provide public health staff and equipment for support of rescue operations in coordination with ESF 9.
Emergency Medical Services	- Coordinates the on-scene emergency medical care, transportation and hospital treatment for rescued victims. - Provide emergency medical care and transportation. - Provide emergency medical assistance to search and rescue personnel.
Marshall County Sheriff's Office Other Local Law Enforcement Other Local Fire Departments	- Provide support in accordance with the procedures outlined in mutual aid agreements. - Will remain under the direct control of the sponsoring agency but will be assigned by the Incident Commander and/or the Emergency Operations Center to respond as necessary. - Provide the Emergency Operations Center, Command Post, and Incident Commander with the communications link. - Provide additional personnel and equipment to support City of Marshalltown operations, as needed and if available. - Provide security at facilities used for emergency purposes (emergency shelters, family assistance centers, neighborhood distribution sites, etc.), if requested and available.

Special Weapons and Tactics Team	• Provide specialized personnel and equipment to support Marshalltown law enforcement operations, as needed and if available.
Public Information Officer	• Responsible for the collection, coordination, and dissemination of emergency public information material to the resident and transient population. • Member of the Emergency Operations Center. • Coordinates all public information activities with Chief of Police and City Administrator • Appoints a supporting staff to ensure the capability of 24-hour operations, if needed.
State Agencies	Functions
Iowa Department of Natural Resources	• Law Enforcement Bureau provides additional law enforcement capabilities when directed.
Iowa Department of Public Safety	• State Patrol will assist local law enforcement, if requested. • Division of Criminal Investigation provides investigative support and expertise to law enforcement agencies. • Division of Narcotics Enforcement provides public safety through investigative enforcement of laws relating to narcotics and other controlled substances. • State Fire Marshall's Office provides enforcement of building code provisions and arson investigation assistance. • Intelligence Bureau provides support to local law enforcement and Serves as the Central Coordinating Agency for the Law Enforcement Intelligence Network and for the Statewide Intelligence Fusion Team.
Iowa Department of Transportation	• Motor Vehicle Enforcement Agency provides additional law enforcement assistance and specialized capabilities concerning commercial vehicles.
Iowa Homeland Security and Emergency Management	• Responsible for the overall emergency coordination of state assistance if a state agency response is required.
Iowa National Guard	• Provide additional personnel and equipment as needed when directed.
Federal Agencies	Functions
Bureau of Alcohol, Tobacco, Firearms, and Explosives	• Provide specialized investigative assistance.
Federal Bureau of Investigation	• Provide specialized investigative assistance.

Drug Enforcement Administration	• Primarily responsible for the investigation of drug crimes.
US Customs	• Provide immigration and customs enforcement (ICE). • Provide additional law enforcement assistance.
US Department of Homeland Security- Federal Emergency Management Agency	• Provides a coordinated, comprehensive federal response and mount a swift and effective recovery effort in the event of a terrorist event, natural disaster, or large-scale emergency. • Provides real-time, interactive connectivity between states and major urban areas and the National Operations Center (NOC). • Enhances and facilitates collaboration between mission areas such as Law Enforcement, Emergency Management, and Critical Sectors. • Provide specialized emergency management assistance. • Coordinates federal response and recovery functions.

Emergency Support Function Development, Testing and Maintenance

Refer to Emergency Operations Basic Plan for ESF development, testing, and maintenance.

City of Marshalltown

Emergency Support Function 14 Community Recovery, Mitigation, & Economic Stabilization

ESF-14

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Appendix

1. Emergency Operations Contact List
2. State of Iowa Local Situation Report
3. State of Iowa Rapid Assessment Survey

Record of Changes

[illegible]

Primary & Supporting Agencies

Primary Agency: City Administrator/Director of Disaster Services

Support Agencies:

City/County

Marshalltown Housing & Community Development Department
Marshalltown Public Works/Engineering
Marshalltown Police Department
Marshalltown Fire Department
Marshalltown Parks & Recreation
Marshalltown Water Works
Marshall County Assessor's Office
Marshall County Emergency Management Agency

State

Iowa Homeland Security and Emergency Management

Federal

Department of Homeland Security - FEMA

Private/Other

Voluntary Organizations Active in Disaster

Introduction and Policies

Purpose

Emergency Support Function (ESF) 14 – Community Recovery and Mitigation provides the City of Marshalltown a mechanism for coordinating local, County, regional, State and Federal governments, nongovernmental organizations, and the private sector to enable community recovery from the long-term consequences of extraordinary disasters.

ESF-14 accomplishes this by initially conducting damage assessments, identifying and facilitating availability and use of sources of recovery, and mitigation funding to support community recovery.

ESF-14 also describes the uniform damage assessment process to document damage from incidents or disasters in the City. Information gathered in this process will be used to determine the extent of damage and impact to the community resulting from a disaster and to justify future federal funding, declarations of emergency, and disaster proclamations.

An accurate damage assessment is a necessary part of the recovery phase and determines qualification for State and Federal disaster assistance. Additionally, future mitigation funds will be determined by damage assessments.

Scope

ESF-14 may be activated for incidents that require a coordinated local, County, regional, State and Federal response to address damage assessments, mitigation, and significant long-term impacts (e.g., impacts on housing, government operations, agriculture, businesses, employment, community infrastructure, the environment, human health, and social services) to foster sustainable recovery. Support will vary depending on the magnitude and type of incident.

Policies

Federal

Federal-level disaster recovery will be coordinated through the Federal Emergency Management Agency (FEMA), specifically, the Regional Director of Federal Emergency Management Agency Region VII.

The President of the United States and the Director of Federal Emergency Management Agency for the disaster will appoint a Federal Coordinating Officer. The Federal Coordinating Officer will coordinate all Federal-level disaster recovery activities with the State Coordinating Officer.

Federal support is modified based on the type, extent, duration of the incident, long-term recovery period, and on the availability of Federal resources.

State

Should the President of the United States issue a major disaster declaration, the Governor may establish temporary housing for disaster victims and may for a period not to exceed 60 days,

suspend or modify any requirement of law when essential to provide temporary housing for victims. The Governor, on behalf of a local government, is authorized to apply for a Federal government loan to restore or resume governmental functions and may recommend the cancellation of repayment of such a loan. The Governor may order debris and wreckage removal from publicly or privately owned land or water. The statute authorizes the Governor to accept Federal funds for debris removal and hold harmless the State or local governments against any claim arising from such removal (Iowa Code Title I, §29C.6. (2.) - (5.).

All purchases made under the provisions of the emergency management statute are exempt from personal property, services, sales and use taxes (Iowa Code Title I, §29C.15).

State-level disaster recovery assistance will be coordinated through the Iowa Homeland Security and Emergency Management Division. Iowa Homeland Security and Emergency Management Division will coordinate activities of State-level departments and agencies through a State Coordinating Officer appointed by the Governor or his authorized representative.

The mitigation section of ESF-14 complies with the requirements of Iowa Administrative Code 605-7.2(4) (d)(1)(2) of 29C and will be reviewed at a minimum of every five years or in conjunction with any hazard mitigation funding request that is filed for Federal disaster funds.

County

The Marshall County Emergency Management Agency will be the coordinating office for the conduct of damage assessments in Marshalltown. Emergency Management also serves as the conduit for requests for assistance from mutual aid agreement and/or the State for damage assessments.

City

Long-term community recovery efforts build resilience focusing on disaster resistance through permanent restoration of infrastructure, housing, agricultural industry, natural resources, community well-being, and the local economy, with attention to mitigation of future impacts of a similar nature. The Mayor and Director of Disaster Services will formulate a recovery and restoration plan with stakeholders. The team prioritizes efforts to restore critical infrastructure and adhere to reporting requirements from government authorities.

ESF-14 will not address economic policymaking and economic stabilization prior to any event. It is not a funding entity, but facilitates the identification, coordination, and use of resources to support long-term recovery.

Situations & Planning Assumptions

Situations:

- The City of Marshalltown is situated in an area considered highly susceptible to numerous hazards that have the potential to cause extensive damage to both public and private property. In the event of an incident, planned and exercised damage assessment procedures are essential for effective response and recovery operations.
- In accordance with the City EOP, the City of Marshalltown is responsible for the welfare of its constituents to the extent of its capabilities and resources.
- Once City of Marshalltown resources are exceeded, the City may petition the Governor for State and Federal assistance by means of a Declaration.
- The City must initiate response and recovery operations to the extent of its local resources or those coordinated through mutual aid agreement, contract, or other similar agreements.
- The Marshall County Emergency Management Agency will be the coordinating office for the disaster recovery effort for the County and will coordinate activities with affected communities and Federal disaster recovery representatives.
- Specific hazards and vulnerabilities are outlined in detail in the Hazard Assessment and Risk Analysis attachment to the Basic Plan.
- Before and after a disaster event, recovery planning and program implementation represents one phase of the Emergency Management Process.
- After a disaster event, program implementation will depend upon the type of assistance needed, requested time frame for assistance, and fulfillment of the criteria that serve as the activating mechanism for that type of recovery assistance.

Planning Assumptions

- The prompt and accurate assessment of damage to public and private property following an incident will be of vital concern to City officials in order to facilitate an effective and rapid response.
- The City of Marshalltown is responsible for the welfare of its citizens to the extent of its capabilities and resources.
- The City of Marshalltown, through the Marshall County Emergency Management Coordinator, will request additional assistance from State and Federal governments when local resources have been exceeded.

- The City must initiate response and recovery operations to the extent of its available resources or those coordinated through mutual aid agreement, contract, or other similar agreements.
- A comprehensive damage assessment is necessary to support requests for recovery programs offered at the State and Federal levels. An accurate damage assessment will also support post-disaster mitigation efforts that could result in building codes and land-use regulations that could reduce much of the structural damage that could result from future disasters.
- For any emergency involving radiological materials, the Iowa Department of Public Health has sole responsibility for making technical assessments. However, it is conceivable that some assistance from local radiological staff during an emergency could be requested.

Concept of Operations

General

The Marshall County Assessor's Office can appraise properties and maintain records of property values and basic property information, which can be provided through the Marshall County Geographic Information System (GIS).

The City of Marshalltown municipal building and zoning codes facilitate the application of loss reduction for the rebuilding of critical infrastructure by using building, fire, and other appropriate codes to mitigate potential losses in the future.

The Marshall County Emergency Management Agency will be the coordinating agency for any damage assessment activities.

Recovery

During recovery, the City of Marshalltown, with the assistance of the Marshall County Emergency Management Agency, will coordinate recovery operations using guidelines identified in Iowa Homeland Security Emergency Management Division's Recovery Planning Guidance.

Responsibilities to be addressed include:

- Public Health and Safety
- Damage Assessment and Disaster Declaration Process
- Volunteer Organizations Active in Disaster
- Donations Management
- Debris Removal and Storage
- Illegal Buildings and Uses
- Expedited Permitting
- Temporary and Replacement Housing
- Business Resumption
- Condemnation/Demolition of Severely Damaged or Destroyed Structures

Public Health and Safety

The City of Marshalltown, in conjunction with the Marshall County Emergency Management Agency, will work with listed agencies to develop a plan for recovery that will provide "how-to" information for public dissemination following a public health disaster incident. This includes:

- Food and water safety for flood victims (through Public Health)
- Emergency health information for flooded areas (through Public Health)
- Disinfecting a well: shock chlorination (through Public Health and Marshall County Planning and Zoning)
- Restoring drinking water (through Public Health, Marshalltown Water Works)
- Water pollution (through Public Health, Marshalltown Water Pollution Control, DNR)

- Household chemicals and hazardous waste (through the DNR, Public Health, and Marshall County Solid Waste Authority)
- Cleaners and disinfectants
- Septic tank failures
- Controlling snakes and rodents after the storm
- Cleaning flood-soiled clothing

Disaster Assessment and Disaster Declaration Process

Damage assessment of the affected area will be conducted by the Marshall County Emergency Management Agency, supported by local municipalities and/or county department representatives, and volunteers. The damage assessment process may be coordinated with the American Red Cross, Civil Air Patrol, and other agencies, but for the purposes of pursuing disaster declarations, the reports developed by Iowa Homeland Security Emergency Management Division will be utilized.

Damage assessment reports will include number of persons killed, injured, or missing. Building damage will be for homes, businesses, public facilities, and industrial facilities. Buildings will be listed as destroyed, major, minor, or affected but habitable. Building officials will make the final determination of the habitability of any structure, per local ordinance only.

Building placards will be placed by the respective building inspector. Unauthorized removal of these placards is subject to fines and other legal action. Damage assessment reports will be submitted on State Damage Assessment Forms.

Disaster declarations for any emergency will be initiated by the City and submitted to the County Emergency Management Agency for a County Disaster Declaration. If necessary, the County Emergency Management Agency, through the Iowa Homeland Security and Emergency Management Division, will present the Governor with a request for State recovery assistance.

The County Emergency Management Agency will coordinate and facilitate the disaster declaration process with the respective representatives from the City, Iowa Homeland Security Emergency Management Division, and Federal Emergency Management Agency. The purpose of the Disaster Declaration is to declare that an official emergency exists and warrants outside resources.

Volunteer Organizations Active in Disasters

The City, in conjunction with the County Emergency Management Agency, will request that all volunteer organizations active in providing disaster recovery assistance within the City register with the City ESF-7 Coordinator.

Registering provides the City of Marshalltown with a listing of organizations that are on-scene and providing assistance and a point of contact for documentation verification. By working with the City EOC, duplication of services can be reduced or eliminated and damages can be verified.

Donation Management

In an effort to best provide what is most needed by the disaster victims, the City will provide the following information in the form of a press release regarding donations. When possible, cash donations are the most beneficial and the easiest to manage. In the unlikely event that the items received exceed the City's ability to logistically accommodate and track donations, the County Emergency Management Agency will assist and provide technical advice. For detailed information on donation management, see *ESF 7 – Resource Management*.

Debris Removal and Storage

The City of Marshalltown Public Works Department, and requested assistance agencies, shall remove from public right-of-way debris and rubble, trees, damaged or destroyed cars, trailers, equipment, and other private property, provided the action is reasonably justified for the protection of life and property at the expense of the owner of said private property. Please see the Debris Management Plan for more specific information on debris removal and storage.

Illegal Buildings and Uses

Buildings that are damaged or destroyed in the disaster event that are legally nonconforming as to use, yards, height, number of stories, lot area, residential density, and sound floodplain management may be repaired and reconstructed in-kind, provided that the cost of the repair is greater than 50 percent of the replacement cost of the building.

In addition:

- All plumbing, electrical, and related requirements of the City Building Code are followed.
- All natural hazard mitigation requirements are followed.
- Re-establishment of the use or building is in conformance with the National Flood Insurance Program requirements and procedures.
- The building is reconstructed to the same configuration, floor area, height, and occupancy as the original building or structure, except where this conflicts with the National Flood Insurance Program provisions.
- No portion of the building or structure encroaches into an area planned for widening or extension of existing or future streets.
- Repair or construction shall commence within two years of the date of the declaration of local emergency in a disaster event and shall be completed within two years of the date on which permits are issued.

Expedited Permitting

The City of Marshalltown Housing and Community Development Department shall have the ability to issue permits in an expedited manner following a disaster event. The City will accomplish this through establishing a one-stop permit center (if such facility is not available otherwise).

Following a disaster event, temporary emergency repairs to secure structures and property damaged in the disaster against further damage or to protect adjoining structures or property may

be made without fee or permit. The City Building Code Official must be notified within 10 working days, and regular permits with fees may then be required.

Except for temporary repairs issued, all other repairs, restoration, and reconstruction of buildings damaged or destroyed in the disaster shall be approved through the permit process. Fees for such repair and reconstruction permits may be deferred for a period of ninety days following the event.

Temporary and Replacement Housing

The City, with the assistance of the County Emergency Management Agency, will work with Iowa Homeland Security and Emergency Management Division, Federal Emergency Management Agency, Small Business Administration, Department of Housing and Urban Development, and other appropriate governmental and private entities to identify special programs. Provisions can be made for temporary and permanent replacement housing that will help avoid undue displacement of people and businesses.

Such programs may include deployment of temporary manufactured housing and temporary manufactured housing developments, use of Small Business Administration loans, and available Section 8 and Community Development Block Grant funds to offset repair and replacement housing costs, and other initiatives appropriate to the conditions found after a disaster.

Business Resumption

Business resumption and economic recovery will be addressed in two phases: short-term and long-term recovery.

Short-term recovery will consist of the following measures:

- Contact the local Chamber of Commerce or City of Marshalltown to assist in the identification of local business impacted by the disaster.
- Begin establishing communications with the Federal Economic Development Administration, the Small Business Administration, and the Iowa Emergency Management Division pertaining to potential grants and/or loans to assist with business resumption.

Long-term economic recovery will consist of the following measures:

- Hazard mitigation will be incorporated into all business resumption/economic recovery measures to lessen the effects of future disasters.
- Hazard mitigation steps will potentially include retrofit of structures, acquisition and demolition if proven to be cost-effective, structural relocation.

Condemnation/Demolition of Severely Damaged or Destroyed Structures

The City Building Official, or authorized representative, acting on behalf of the City of Marshalltown, shall notify the State Historic Preservation Office that one of the following actions will be taken with respect to any building or structure determined by the City Building

Official to represent an imminent hazard to public health and safety or to pose an imminent threat to the public right-of-way.

Whenever bracing or shoring is determined not to be reasonable, the City Building Official shall have the authority to make the determination that will cause the building or structure to be condemned and immediately demolished. Such condemnation and demolition shall be performed in the interest of public health and safety without a condemnation hearing as otherwise required. Prior to commencing demolition, the City Building Official, or authorized representative, shall photographically record the entire building or structure.

The City, in conjunction with the County Emergency Management Agency, will use the following Categories of Assistance to address the recovery needs of the community:

- Individual Assistance
 - Preparedness and readiness are the keys to timely, efficient and accurate damage assessment. Damage assessment is an important activity in emergency management.
 - Assessment information is categorized in one of four areas. Categories include residential, business, infrastructure, and agricultural. Disaster assessments are critical to determine impact and to identify immediate needs of disaster victims.
 - Needs assessments shall determine the amount and level of assistance required to assist the affected populations. Assessments are required prior to any form of State or Federal Disaster Assistance.
 - The threshold for determining when to conduct residential, business, and agricultural assessments is whenever the disaster is of such magnitude that disaster victims cannot recover without assistance for essential needs. Initial needs assessment forms must be completed by City Officials.
- Public Assistance
 - Public Assistance includes public infrastructure and recreation areas. The City Public Works Departments can assist with determining the damages and recommend repair work, improved and mitigation projects.
 - Types of projects may include bridge repairs, electric services, debris removal, and park repairs.
- Agricultural
 - County Farm Service Agencies shall coordinate crop, building, livestock and other agricultural damage reports with the County Emergency Management Agency.
 - Those reports shall be forwarded with the entire assessment process to assist with the determination of a State or Presidential Disaster Declaration/Proclamation and to determine levels and resources necessary for aid and response.

Mitigation

This section of ESF-14 complies with requirements of Iowa Administrative Code 605-7.2(4) (d) (1) (2) of 29C. It assesses ongoing mitigation activities in the City, evaluates mitigation measures that have been identified and should be undertaken, and outlines a strategy for

implementation of mitigation projects. Additionally, the ESF was formulated from the individual plans developed by the legal jurisdictions identified below. Those individual plans were developed from input by elected officials, emergency management and other City & County personnel, agency representatives, business people, and interested citizens.

City Profile

See the City of Marshalltown Multi-Hazard Emergency Operations Plan.

Hazard Analysis and Risk Assessment, Current Countywide Mitigation Activities, Interim and Long Term Mitigation Strategies

See Marshall County Hazard Mitigation Plan, 2017-2022

Evaluation Schedule

The mitigation section of ESF-14 will be reviewed at a minimum of every five years or in conjunction with any hazard mitigation-funding request that is filed for Federal disaster funds.

Damage Assessment

Preparedness and readiness are keys to timely, efficient and accurate damage assessment. Damage Assessment is an important activity in emergency management. The County Emergency Management Coordinator, in conjunction with City Officials, will manage the damage assessment procedures.

If the Initial Desk Report indicates damages are equal to or greater than the threshold amount for the City as determined by the State of Iowa, then the Preliminary and Final Damage Assessment must be completed. A tracking system or log of events during an emergency will help in determining areas of damage and volunteer credit and contact points during the recovery phase.

Critical facilities and special needs facilities must be identified prior to any emergency.

It is the responsibility of the City of Marshalltown to protect life and property from the effects of natural and technological hazards. It is also a City responsibility of these to use a consistent and uniform incident management system to prepare for, respond to, and recover from these hazards.

Initial Desk Report

- Whenever there is a natural disaster or significant hazardous materials release in the City an Initial Desk Report must be completed "immediately" by City Officials, then sent to the County Emergency Management Agency through the Director of Disaster Services and returned to the Iowa Homeland Security and Emergency Management Division.
- The dollar value of damage reported in the Initial Desk Report determines whether the Damage Assessment Team will be called out to complete the next steps, the Preliminary Damage Assessment and Final Damage Assessment.
- The Threshold for Assessment factors both population and amount of damage to determine whether the Damage Assessment Team will be activated.

Preliminary Damage Assessment

- Once a determination is made to activate the Damage Assessment Team (the total dollar damage reported on the Initial Desk Report exceeds the threshold dollar amount), the Damage Assessment Team conducts preliminary data gathering.
- **Within 36 hours of the incident**, the Damage Assessment Team conducts on-scene surveys and assessment of damages to residential, commercial, public and agricultural areas.
- Information gathered is provided to the County Emergency Management Coordinator, who summarizes the data and transmits that report to Iowa Homeland Security and Emergency Management Division and appropriate local officials.
- If a Preliminary Damage Assessment is submitted, a Final Damage Assessment must be completed within 7 days of the incident, depending on the extent of the damages. Damage Assessment reports will be used by State and Federal Officials, as well as private relief organizations, in formulating requests for assistance.

Interim Damage Assessment

- In some disaster situations, the incident may prevent completion of the final phase for some time. In such cases, an interim phase will be necessary to gather as much information as possible in a timely manner.
- The need for the Interim Damage Assessment is determined by the County Emergency Management Coordinator in cooperation the Iowa Homeland Security and Emergency Management Division.
- Within seven days of the incident, the County Emergency Management Coordinator will summarize the data required on specified forms and forward to the Iowa Homeland Security and Emergency Management Division.

Final Damage Assessment

- The Final Damage Assessment is conducted to update, verify and collect detailed information on damages and their costs. This includes gathering the data needed to complete the Economic Impact Analysis.
- The Final Damage Assessment will begin immediately after the completion of the Preliminary Damage Assessment, or as soon after the Initial Damage Assessment as allowed by existing conditions.
- The County Emergency Management Coordinator will complete the Final Damage Assessment Summary within seven of the incident and transmit data to the Iowa Homeland Security and Emergency Management Division and local officials.

Economic Impact Analysis

- At the time of Final Damage Assessment summary form completion, the Economic Impact Analysis shall be completed and submitted within seven days of the incident.
- Iowa Homeland Security and Emergency Management Division will use the Economic Impact Analysis in forecasting economic impact of disasters on communities and long-term decisions.

Damage Assessment Teams

- The establishment of Damage Assessment Teams and their training is the key to a successful Damage Assessment. Damage assessment teams will consist primarily of public, private, and agricultural sector personnel knowledgeable with the disaster. Engineers, contractors, insurance representatives, Red Cross, Civil Air Patrol and volunteers may also be utilized. When the need for specialized assistance occurs, such as hazardous materials accident, appropriate personnel may be added to the teams.
- Teams will be activated upon any major reports of damages. The County Emergency Management Coordinator will notify team members and distribute the appropriate forms, cameras, maps and other items necessary to document the damages.
- After completion, reports shall be compiled at the County Emergency Management Office and forwarded to Iowa Homeland Security and Emergency Management Division in the proper formats.
- The Damage Assessment Team:
 - Is trained by County Emergency Management Coordinator or Red Cross. Training is supported through the Iowa Homeland Security and Emergency Management Division.
 - Responds to the County Emergency Management Coordinator's request for damage assessment.
 - Works with other team members to collect damage data needed for preliminary, interim, and final assessments.
 - Conducts assessments according to procedures.
 - Completes assessments in required timeframe.

Agricultural Damage Assessment

- Assessment of agricultural damage will be completed by the County Farm Service Agency in conjunction with the County Emergency Management Agency and include damages and losses to livestock, fences, crops, farm equipment, bins, and outbuildings. The County Emergency Management Agency shall coordinate farm, business, and residential damages in urban and rural areas with the help of the agriculture community.

Roles and Responsibilities

Emergency Support Function 14 – Community Recovery, Mitigation, & Economic Stabilization Coordinator

The coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the Coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.
- Identifying hazards and promoting the safety of all responders and volunteers.
- Coordinating government logistical and fiscal activities supporting associated priorities and activation.
- Planning and supporting regular meetings with the primary and support agencies related to preparedness, response, and recovery activities.
- Ensuring support agencies are informed and involved in all meetings.
- Ensuring primary and support agencies are convened post-demobilization to review preparedness, response, recovery, and mitigation activities and develop an improvement action plan to address identified issues.

Primary Agency

When activated in response to an incident, the primary agency is responsible for the following:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from Support Agencies through appropriate channels.
- Managing mission assignments and coordinating with Support Agencies.
- Working with appropriate private-sector organizations to maximize use of all available resources through proper channels.
- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.

Support Agencies

When activated in response to an event or incident, support agencies are responsible for the following:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Organizational Structure

The National Incident Management System will be utilized during incidents. See the City of Marshalltown County Emergency Operations Plan – Concept of Operations for specific information.

The size of an event will determine if the City Emergency Operations Center is needed. For large-scale incidents, a unified command structure may be implemented.

An effective span of control is maintained by consolidating agencies with emergency responsibilities into groups with an appropriate management structure. Each of the branches is consolidated in the Emergency Operations Center during activation to insure coordination among the various organizations.

Most primary and supporting agencies have only one or two personnel assigned to the Emergency Operations Center during emergencies. Each is assigned a place on the floor plan that corresponds to the Emergency Support Function in which his/her primary responsibilities lie.

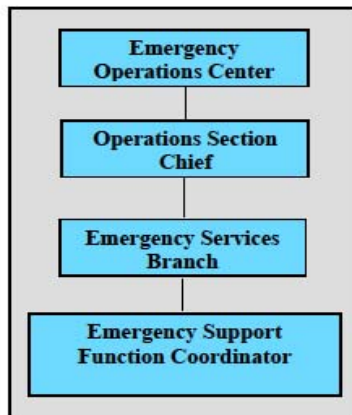
The Director of Disaster Services (City Administrator) will function as Emergency Operations Center Manager and will staff the Emergency Operations Center as needed depending on the size and scope of the operation. The Emergency Operations Center will support the Incident Commander and assist with resource prioritization and resource management.

Information and mission assignments flow between the branches through the Section Chiefs and from the Section Chiefs through the Emergency Operations Center Director. This ensures that Emergency Management is able to maintain an accurate assessment of the disaster situation and is able to develop short-range and long-range planning guidance for use by other potentially affected Emergency Support Functions within the Emergency Operations Center. See Emergency Support Function 5 – Emergency Management.

MULTIPLE INCIDENTS

MULTIPLE JURISDICTIONS

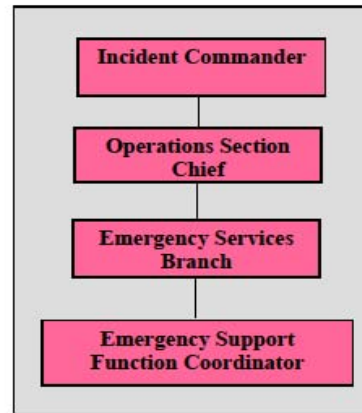
Emergency Operations Center Organization



SINGLE INCIDENTS

SINGLE JURISDICTIONS

Incident Command Post Organization



Primary Agency Function

Agency	Functions
City Administrator/Director of Disaster Services	• Provides leadership in coordinating and integrating overall local efforts associated with recovery efforts and initiates local mitigation projects. • Assists in establishing priorities and coordinating transition damage assessment activities with recovery operations based on incident information and the availability of resources that can be appropriately applied. • Coordinates available resources such as cots, blankets, meals-ready-to-eat, other initial response resources, and logistical support, including communications, as appropriate.

Support Agency Functions

Agency	Functions
City of Marshalltown Departments: • Police • Fire • Housing & Community Development • Parks & Recreation • Public Works - o Engineering - o Water Pollution Control - o Streets Marshalltown Water Works	• Provides additional staff and equipment for use in conducting damage assessments and recovery operations. • Sends a representative to the Emergency Operations Center, when necessary. • Identifies and designates sites as temporary debris management or solid waste sites. • Assists in conducting damage assessments, community recovery and mitigation projects. • Assists in identifying mitigation projects. • Provides escorts or coordinates security for shelter sites and distribution centers, if available. • Restores critical infrastructure for which the department is responsible. • Provides trained staff to serve in these roles. • May coordinate emergency water distribution, as needed. • Inspect existing structures and enforce Building & Fire Codes.
Marshall County Emergency Management	• Coordinates with and advises the City on EOC matters. • Assists in establishing priorities and coordinating transition damage assessment activities with recovery operations based on incident information

	and the availability of resources that can be appropriately applied. • Assists with the disaster declaration process. • Coordinates requests resources from outside the county and from the State.
Marshall County Assessor's Office	• The County Assessor's Office can appraise properties and maintain records of property values and basic property information can be provided through the County Geographic Information System (GIS).
Iowa Homeland Security and Emergency Management	• Responsible for overall emergency coordination of State assistance if multiple State agencies are required. • Provides logistical support for deploying public health and medical elements required and coordinates the use of mobilization centers/staging areas, transportation of resources, use of disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all State contracts and interagency agreements managed by the Iowa Homeland Security for response operations. • Assists in arranging transportation to support evacuating patients who are too seriously ill or otherwise incapable of being evacuated in general evacuation conveyances.
Department of Homeland Security	• Provides communications support in coordination with ESF 2: Communications. • Maintains situational awareness and the Common Operating Picture via the Homeland Security Information Network. • Assists in providing information/liaison with emergency management officials in the National Disaster Medical System Federal Coordinating Centers areas. • Identifies and arranges for use of the Department of Homeland Security/U.S. Coast Guard aircraft and other assets in providing urgent airlift and other transportation support. • Directs the Nuclear Incident Response Team, when activated, and ensures coordination of the Nuclear Incident Response Team activities with the ESF primary agency and designated coordinating agency under the ESF 10 – Hazardous Materials. • Provides enforcement of international quarantines through the Department of Homeland Security/U.S.

	Coast Guard, Customs and Border Protection, and Immigration and Customs Enforcement Federal Emergency Management Agency: • Provides logistical support for deploying medical elements required and coordinates the use of mobilization centers/staging areas, transportation of resources, use of disaster fuel contracts, emergency meals, potable water, base camp services, supply and equipment resupply, and use of all national contracts and interagency agreements managed by the Department of Homeland Security for response operations. • Assists in arranging transportation to support evacuating patients who are too seriously ill or otherwise incapable of being evacuated in general evacuation conveyances. • Provides tactical communications support through Mobile Emergency Response Support, inclusive of all types (i.e., deployable satellite and Radio Frequency/radio communications).
Voluntary Organizations Active in Disaster	• Provides a forum where member organizations share knowledge and resources throughout the disaster cycle, including recovery for individuals and families as well as the community. • Provides canvassing, needs assessment, and information distribution support to local, tribal, State, and Federal operations. • Provides assistance with locating housing resources and short-term lodging assistance, as well as assistance for repairing and rebuilding homes. • Provides assistance with unmet needs related to obtaining/completing permanent housing. • Provides debris clearance in concert with homeowners and local government. • Develops, trains, and operates community long-term recovery committees to help meet individual and community needs as identified. • Provides long-term individual and family services, case management, and assistance with unmet needs for individuals and families, and health and human services. • Provides financial assistance to affected individuals and families for unmet needs.

ESF Development, Testing, and Maintenance

Refer to the City of Marshalltown Emergency Operations Plan for ESF development, testing, and maintenance.



State of Iowa Local Situation Report

Event Date: _____ Event Time: _____ County: _____

Reported by: _____

Phone Number: (____) _____

Has a county/city declared an emergency or disaster? Yes ☐ No ☐

Describe in as much detail as possible what has happened or what you anticipate. Include impact on individuals, businesses, infrastructure and agriculture (i.e., also include injuries, deaths, sheltering, critical facilities).

What actions have been taken?

What actions still need to be taken?

What resources outside of the jurisdiction may be needed? (Be specific)

Appendix 2

HSEMD Fax number (515) 725-3260

SEOC Fax Number (515) 323-4208



RAPID ASSESSMENT SURVEY
(Complete a form for each jurisdiction.)
ATTACH 911 MAP OF AFFECTED AREA

Damage Caused by: _____

City: _____ County: _____

Other Description of Location: _____

	Single Family	Multi-Family	Mobile Homes	Businesses	Totals
Destroyed					
Major					
Minor					
Inaccessible					
Affected But Habitable					
Totals					

Impact Statements: deaths, injuries, transportation loss, inaccessibility to private property, language barriers, average home value for the area, functional status of wells and septic systems, identification of personal property losses, special populations [i.e. elderly, non English speaking, college students, minorities, and percentages of each group affected]

Notes: Walkout basements are considered first floor. Income levels: Low (**L**) = <\$20,000; Moderate (**M**) = \$20,001 to \$50,000; High (**H**) = >\$50,000; construction type [frames, masonry, etc.]

Completed by: _____ Date: _____ Time: _____

Appendix 3

City of Marshalltown

Emergency Support Function 15
Public Information

ESF-15

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Record of Changes

Change Number	Date of Change	Date Entered	Change Made by (Signature)

Primary and Supporting Agencies

ESF Coordinator: Marshalltown Police Department acting as Public Information Officer

Primary Agency:

Marshalltown Police Department
Marshalltown Fire Department
Mayor/City Administrator

Support Agencies:

City

City Departments

State

Iowa Homeland Security and Emergency Management
Iowa Department of Public Safety

Federal

Department of Homeland Security
Federal Bureau of Investigation

Introduction

Purpose

Emergency Support Function (ESF) 15 – Public Information provides timely, clear, accurate and effective public information to the affected population, including non-English speaking and special needs, of Marshalltown to help minimize loss of life and property before, during, and after an emergency or disaster.

Scope

This ESF applies to all City of Marshalltown incidents that may require public information support during emergencies or disasters. The provisions of this ESF apply to any event designated by the City Administrator or Mayor where significant dissemination of public information is necessary.

ESF 15 includes the following, but not limited to:

Preparedness

- Educating the public where to receive information during emergency situations.
- Maintaining a good working relationship with local news media (radio, TV, and newspaper).
- Organizing a media briefing area and a Joint Information Center.
- Developing pre-scripted messages for all potential hazards in the City.
- Providing evacuation information to the affected public including those with special needs.

Response

- Providing timely public information to the affected and special needs populations.
- Coordinating with news media regarding emergency operations.
- Executing a multi-agency/jurisdiction coordinated public information program.
- Operating a press briefing area and a Joint Information Center, as appropriate.

Recovery

- Continuing public information activities regarding recovery efforts.
- Coordinating with the County or State Emergency Operations Center and Federal Joint Field Office.

- Disseminating disaster welfare and family reunification information.

Mitigation

- Support requests and directives resulting from the Governor or the Iowa Homeland Security and Emergency Management Division concerning mitigation and redevelopment activities.

Policies

Federal

Federal planning for external affairs functions recognizes State, tribal, and local responsibilities for providing information to their citizens.

In the unlikely event that State, tribal, and local governments are unable to perform these responsibilities, the Federal Government may provide vital operational health and safety information to the affected population.

State

The Iowa Homeland Security and Emergency Management Division is responsible for the collection, correlation, and dissemination of disaster-related information to appropriate state agencies and the Governor's Office.

Iowa Homeland Security and Emergency Management Division will:

- Designate a Public Information Officer who will, during a State of Emergency, coordinate all state public affairs/information efforts with the Governor's Office or Governor's Press Secretary.
- Establish procedures for rapid dissemination of hazard warning and disaster-related information to the local government and the public and will develop a system for distribution of printed materials in support of, and in conjunction with, the local government.
- Coordinate use of the state warning system to ensure that all methods of dissemination are available.
- Work closely with the local government and provide assistance, particularly in preparing and disseminating information to the public, concerning Disaster Recovery Centers.

City

The Marshalltown Police Department, in conjunction with Marshalltown Public Works, will provide road conditions to affected agencies, the media, and the general public.

All city departments involved in the emergency will support the designated public information officer by providing reports of potential and existing widespread hazardous conditions.

Life-safety information and instructions to the public has first priority for release.

Local agencies and emergency responders will be notified when an emergency or disaster has occurred that requires an emergency public information response.

The City Emergency Operations Center coordinates information before its release to the public and the news media. The Emergency Alert System is activated, if available, as the principal means to disseminate emergency warnings and priority emergency instructions to the public.

Detailed, honest, accurate and timely situation updates will be provided to the public. The public should be informed about what is and is not known. Emergency public information should be:

- Coordinated with other local and tribal governments, public and private agencies to the maximum extent possible.
- Disseminated through multiple redundant mediums to ensure receipt by the public including special needs populations.
- Reviewed for ease of use by persons with special needs including, but not limited to the blind, hearing impaired, non-English speaking, and elderly.
- Targeted to achieve an informed public regarding the current emergency.

Note: See ESF 2 – Communications for additional information on warning and alerts.

Situations and Planning Assumptions

Situations

- The Emergency Alert System is a national system developed to communicate important information to the public during emergencies. Radio Stations KFJB/KXIA and KDAO are the originating primary relay stations for Marshall County.
- The Emergency Alert System may be activated on the state, area and local level in the event of an emergency or disaster.
- City officials may use the Emergency Alert System to broadcast emergency instructions and information directed at the people within the county.
- City officials should notify statewide media outlets when emergency information needs to be disseminated to the entire state, adjacent states, or to the entire nation. An email distribution list has been established for statewide media communication.
- Local Newspapers shall be used for disseminating written instructions to general public. Other methods of dissemination of information include: local churches (multi-language), city business and social organizations.
- Local radio stations may also be used to disseminate information and instructions to the public.
- The National Weather Service all Hazards Radio system can be used to disseminate information.

Planning Assumptions

- Special needs populations exist in Marshalltown, particularly non-English speaking people.
- There are limited groups of visually impaired in the City.
- Translators will be required to ensure emergency public information reaches non-English speaking people.
- Clear, accurate, and timely release of public information is essential to protect the public's health and safety, to reduce fear, and to gain public confidence in the agencies responding to the event.
- Coordination of the messages through a media center or Joint Information Center is necessary to provide consistent messages to the public.
- Multiple methods of message delivery are necessary to reach the affected population.

Concept of Operations

General

Generation of timely public information coordinated with the appropriate level of government is essential to avoid or minimize loss of life and property if a disaster is imminent or has occurred. Before, during, and after emergency operations, the public will be apprised through reports to the news media, through the internet, and through the Emergency Alert System and in various alternative media.

State and Federal services and assistance provided under this function shall include the delineation of responsibilities in order to provide the general public and special needs populations with essential information and the documentation of emergency actions and operations implemented or proposed by written, verbal, or photographic means.

Public information resources are coordinated by the Public Information Officer at the City Emergency Operations Center. The staff at the Emergency Operations Center coordinates messages with Public Information Officer(s) from all involved departments and agencies.

Organizations participating in incident management retain their autonomy. The departments, local governments, organizations, or jurisdictions do not lose their identities or responsibility for their own programs or policies.

*ESF 15 follows the National Incident Management System (NIMS) and Incident Command System (ICS). In a multi-agency response, a Joint Information Center (JIC) would ensure consistent, accurate, and complete information is delivered promptly and widely to affected populations.

Operation Modes

During normal operations:

- The Marshalltown Police Department will appoint the Public Information Officer in activations of the EOC for Police-related occurrences.
- The Marshalltown Fire Department will appoint the Public Information Officer in activations of the EOC for Fire-related occurrences.
- ***The Mayor/City Administrator is the final authority for approval of all information released to the public or media for the City of Marshalltown.***

During emergency operations:

- The Marshalltown Police Department will appoint the Public Information Officer in activations of the EOC for larger community disasters.
- The City Public Information Officer or designee oversees the risk communications function.

- When the State Emergency Operations Center is activated, the State Public Information Officer coordinates media messages with various government agencies.
- When a Joint Information Center is activated by the Governor or the Iowa Homeland Security and Emergency Management Division to coordinate messages to the public, Public Information Officers will gather to work as a team to organize briefings from all agencies involved in the emergency or disaster.
- ***The Mayor/City Administrator is the final authority for approval of all information released to the public or media for the City of Marshalltown.***

Initial Statement

The public expects accurate and timely information, and some will be expecting to hear a recommendation for action. Ensure facts are correct, repeat them consistently, avoid sketchy initial details, and verify that all credible sources share the same facts. Speak with one voice. Again, preparation counts, and consistent messages are vital.

Inconsistent messages will increase anxiety and quickly torpedo the credibility of experts. Your first official message to the public in emergency or disaster, either through the media or directly, should contain the following elements in the following order:

1. An expression of empathy.
2. Confirmation of facts and actions to take, if any.
3. What you do not know about the situation.
4. What constitutes the process (after acknowledging there are questions unanswered, explain the first steps taken to acquire answers and what help can people expect next. That first statement may be simply, “We’ve activated the City Emergency Operations Center”).
5. Statement of commitment (emphasize that you are there for the duration and will be back to speak with them at fixed time. Be careful not to promise what is outside your control).
6. Where to get additional information such as a hotline number.
7. Reiterate the time of your next statement.

Organization

City Emergency Management

The City Administrator will contact the Marshalltown Chief of Police who has the responsibility to appoint a staff member to the position of Public Information Officer.

Prior to disaster or emergency, the ESF 15 Coordinator should ensure that Public Information Office staff has been appointed and locations designated for the following:

- City Information Center

- Media Release Point
- Rumor Control Center/Information Hotline
- Joint Information Center

City Information Center

The Marshalltown Information Center is located at: 909 South 2nd Street, Marshalltown, Iowa, and is capable of operating 24 hours per day. The information center should include:

- Adequate office space, appropriate supplies, and telephones.
- Clerical and computer support.
- Runners with adequate transportation.
- Volunteers/Staff to monitor broadcasts regarding disaster information.

Media Release Point

The City Public Information Officer or designee will conduct news briefings and conferences at the Media Release Point located at a designated location, depending on the location and severity of the disaster/emergency.

The Media Release Point should not be inside the Emergency Operations Center, but can be in close proximity.

Media should not be allowed into the Emergency Operations Center without prior approval from the Chief of Police and should always be escorted.

Regularly scheduled briefings and conferences will be held to provide updates to the media and general public (situation dependant).

Rumor Control Center/Information Hotline

The Rumor Control Center/Information will be set up upon need at the direction of the Public Information Officer. It should be capable of operating 24 hours a day.

The Rumor Control Center should have:

- Trained volunteers to help answer questions from the public.
- Translators on hand, if available.
- Accurate and current information (provided by the Public Information Officer) and approved by the City official in the Emergency Operations Center for release to the public.

Joint Information Center

The Joint Information Center location for the City of Marshalltown will be determined at the time of need.

The Joint Information Center is a central location where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions. A single Joint Information Center location is preferable, but the system is flexible and adaptable enough to accommodate multiple locations, as required by the situation (i.e, several counties are affected by the emergency or disaster).

If established, emergency public information will be provided to the media and the public through via the Joint Information Center. Depending on the size of the emergency or disaster, the state Public Information Officer may coordinate the management of this information through all phases of the incident. This is accomplished in collaboration with the Governor and the Iowa Homeland Security and Emergency Management Division.

If the event is of National Significance, public information may be coordinated through a Joint Field Office, which is a coordinating center for Federal officials, officers, and resource coordinators.

Upon request, Elected Officials may arrange incident site visits for state and federal governments and local media, as well as responses to government inquiries about the event.

Emergency Operations Center:

- Is the central point for coordination of emergency information, public information activities, and new media access regarding the emergency or disaster.
- Is activated to coordinate municipal, and private-sector communications with the public. Major announcements, daily briefings, and updates are coordinated through Emergency Operations Center and City officials prior to release.
- Is the physical location from which all professionals and organizations involved in the response work together to provide emergency information.
- Is the focal point for the coordination and dissemination of information to the public and media concerning incident preparedness, response, recovery and mitigation.

Roles and Responsibilities

ESF Coordinator

Each coordinator has ongoing responsibilities throughout the preparedness, response, recovery, and mitigation phases of incident management. The role of the coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies.

Responsibilities of the coordinator include:

- Pre-incident planning and coordination.
- Maintaining ongoing contact with primary and support agencies.
- Conducting periodic meetings and conference calls.
- Coordinating efforts with corresponding private-sector organizations.
- Coordinating activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.
- Activating appropriate support agencies.
- Coordinating government logistical and fiscal activities supporting associated priorities and activation.
- Planning and supporting regular meetings with the primary and support agencies related to preparedness, response, and recovery activities.
- Ensuring support agencies are informed and involved in all meetings.
- Ensuring primary and support agencies are reconvened post-demobilization to critique preparedness, response, recovery, and mitigation activities and develop an improvement action plan to address identified issues.

Primary Agencies

When activated in response to an incident, the primary agency is responsible for:

- Conducting response operations within their functional area for an affected area.
- Providing staff for the operations functions at fixed and field facilities.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies.
- Working with appropriate private-sector organizations to maximize use of all available resources.

- Supporting and keeping all organizational elements informed of operational priorities and activities.
- Procuring goods and services as needed.
- Ensuring financial and property accountability for activities.
- Planning for short-term and long-term incident management and recovery operations.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Providing assistance, as able, to other agencies.

Support Agencies

Support agency representatives will provide technical expertise, personnel, teams and equipment in support of an emergency operation. Personnel assigned in support of the disaster will maintain close coordination with Incident Command Post representative.

When activated in response to an event, threat, or incident, support agencies are responsible for:

- Conducting support operations using their own authorities, subject matter experts, capabilities, or resources.
- Participating in planning for short-term and long-term incident management, damage assessment, and recovery operations.
- Assisting in the conduct of situational assessments.
- Furnishing available personnel, equipment, or other resource support as requested by the primary agency.
- Providing information or intelligence regarding their agency's area of expertise.

Primary Agency Functions

Agency	Function
Mayor and City Administrator	• Briefs local, tribal, State and Federal officials as to the situation. • Coordinates information with the Public Information Officer as necessary. • Oversees message flow within the EOC, displaying information data, tracking mission assignments, and providing technical data in support of disaster operations. • Maintains the EOC and secure an alternate location for emergencies. • Notifies appropriate agencies and organizations regarding EOC activation and necessary response. • Prepares timely situation reports for local authorities, EOC, State EOC, and other appropriate personnel. • Secures and shares necessary information in support of ESFs. • Establishes activation and operational times of the EOC. • Monitors potential or developing incidents and supports the efforts of municipal and field operations. • Coordinates operations and situational reporting with the State EOC.
Marshalltown Public Information Officer <i>Police Department</i> <i>Appointee for PD and City-wide events</i> <i>Fire Department Appointee for FD event</i>	• Directs public information activities and is a member of the Emergency Operations Center, if established. • Responsible for collecting, coordinating, and disseminating emergency public information material to the resident and transient population. • Clears all media information with the EOC and the Chief Executive prior to release. • Coordination effort between state, federal and private agencies shall include technical information gathering for release to the public and media. • Coordinates all public information activities between the Incident Commander, the Emergency Management Coordinator, and the Chief Executive which may include obtaining oral and written agreements with the information media for dissemination of emergency public information and warning. • Appoints supporting staff as needed to assist in applicable functions, and to sustain 24-hour operations when required. • Coordinates a disaster hotline through community service agencies, 211, or volunteers. Ensure those locations have up to date information.

Support Agency Functions

City Agencies	Functions
City Departments	- Coordinates with and supports the City Public Information Officer. - Provides updated information and guidance on information to be released
State Agencies	Functions
Iowa Homeland Security and Emergency Management	- Responsible for the collection, correlation, and dissemination of disaster-related information to appropriate state agencies and the Governor's Office. - Designates a Public Information Officer who will, during a State of Emergency, coordinate all state public affairs/information efforts with the Governor's Office or Governor's Press Secretary. - Establishes procedures for rapid dissemination of hazard warning and disaster-related information to the local government and the public. - Develops a system for distribution of printed materials in support of, and in conjunction with, the local government. - Coordinates use of the state warning system to ensure that all methods of dissemination are available. - Public Information Office will work closely with the local government and provide assistance, particularly in preparing and disseminating information to the public, concerning Disaster Application Centers. State Public Information Officer: - Coordinates with and supports the local Public Information Officer. - Releases information concerning the state's involvement and/or activities. - Member of the Joint Information Center.
Iowa State Patrol	In conjunction with the Iowa Department of Transportation provides road conditions to affected agencies, the media, and the general public.
Federal Agencies	Functions
Department of Homeland Security	Federal Emergency Management Agency: - Emergency Alert System (EAS): - The Federal Communications Commission (FCC)

	designed the EAS as a tool for the President to quickly send important emergency information to the Nation using radio, television, and cable systems. ○ The EAS may also be used by State, tribal, and local authorities to deliver alerts and warnings. ○ The EAS is required to deliver all EAS messages visually and aurally to be accessible to persons with hearing and vision disabilities. ● Activation and Operation of National-Level EAS: ○ After a Presidential activation order is issued, FEMA can access the facilities of broadcast stations and other communications providers across the Nation within several minutes. ● State and Local Government Use: ○ The EAS is available for State, tribal, and local use, but such use is voluntary on the part of the EAS participant, and would be preempted by a national activation. State, tribal, and local governments maintain supporting plans to cover EAS operations. ○ FEMA coordinates EAS management issues with State, tribal, and local authorities. ● Mobile Emergency Response Support (MERS): ○ FEMA MERS provides mobile telecommunications, operational support, life support, and power generation assets for the onsite management of all-hazard activities. ○ MERS provides a deployable broadcast radio capability for multimedia communications, information processing, logistics, and operational support to Federal, State, tribal, and local authorities during incidents requiring a coordinated Federal response. ● National Preparedness Network (PREPnet): ○ PREPnet is a FEMA television broadcast network capable of reaching large portions of the public in an impacted area with survival and recovery information before, during, and after catastrophic events. ○ PREPnet delivers information via cable television, satellite services, personal digital devices, cell phones, and webcasts to both the public at large and to emergency responders. ○ As a scalable DHS asset, PREPnet capabilities span a spectrum from simple public service announcements on up to 24/7 broadcast of recovery information to victims wherever they may have relocated. ● Recovery Radio Support:
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	○ When commercial broadcast capabilities are impaired in an area, FEMA works with local broadcasters to set up Recovery Radio support. ○ Recovery Radio provides official response and recovery information to local stations on an hourly basis through a pool feed. ○ Distribution can be provided through the EAS network. ○ All broadcasters are required to have equipment to monitor and air EAS programs, and most primary EAS stations have portable, remote pick-up equipment that can be installed in the Joint Information Center. ○ Alternatively, telephone or two-way radios can be used to deliver programming to the EAS distribution point. ○ The Recovery Radio Network is implemented by a team whose size depends on the scope of the incident.
Other	Functions
Local News Media	● Assist with dissemination of emergency information provided by the Public Information Officer.
Voluntary Organizations Active in Disasters	● Trained volunteers may assist in the Information Center to operate disaster hotlines under the supervision of the Public Information Officer. ● May assist with distribution of printed materials.

ESF Development, Testing, and Maintenance

Refer to the County Comprehensive Emergency Operations Plan (also known as the “Basic Plan”) for ESF development, testing, and maintenance.

**RESOLUTION AMENDING A DEVELOPMENT AGREEMENT WITH DANI AND GARRETT
GOODMAN FOR A CATALYST BUILDING GRANT TOTALING \$250,000**

WHEREAS, the City of Marshalltown has been granted \$1 million in Catalyst Building Remediation funds through the Iowa Economic Development Authority; and

WHEREAS, a review committee has recommended a grant of \$175,000 to Dani and Garrett Goodman for the construction of a new restaurant at 35 North Center Street, which the Iowa Economic Development Authority concurred with the grant and amount; and

WHEREAS, the City Council approved a Development Agreement with the Dani and Garrett Goodman on March 23, 2020, on Resolution 2020-084; and

WHEREAS, Dani and Garrett Goodman requested an additional \$75,000 in Catalyst Building Grant funding, bringing the total grant to the maximum award of \$250,000; and

WHEREAS, the Catalyst Grant Review Committee met and recommended the additional \$75,000 in grant funding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that Section 8 Financial Obligation of the Development Agreement with Dani and Garrett Goodman approved on Resolution 2020-084 is hereby amended to a Catalyst Grant amount of \$250,000.

Passed this 11th day of May, 2020, and signed this _____ day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2020-084

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH DANI AND GARRETT GOODMAN FOR A \$175,000 CATALYST BUILDING GRANT AND \$50,000 NEW CONSTRUCTION INCENTIVE GRANT

WHEREAS, the City of Marshalltown has been granted \$1 million in Catalyst Building Remediation funds through the Iowa Economic Development Authority; and

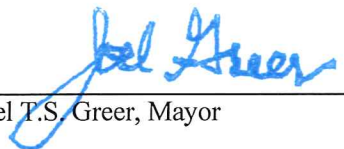
WHEREAS, a review committee has recommended a grant of \$175,000 to Dani and Garrett Goodman for the construction of a new restaurant at 35 North Center Street; and

WHEREAS, the Iowa Economic Development Authority concurred with the grant and the amount;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached development agreement with Dani and Garrett Goodman is hereby approved and the Mayor is directed to execute the agreement.

Passed this 23rd day of March, 2020, and signed this 27 day of March, 2020.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Shari L. Coughenour, CMC, City Clerk


Jessica Kinser, City Administrator

DEVELOPMENT AGREEMENT

19-CTBF-003

This Development Agreement ("Agreement") made this day 23rd of March, 2020 by and between the CITY OF MARSHALLTOWN, IOWA ("City") and DANI AND GARRETT GOODMAN ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 35 NORTH CENTER STREET to be completed at property owned by Developer; and

WHEREAS, the Grant application of \$175,000 was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of approval by the City Council of this Agreement and ends with the Project Completion Date set out in the grant agreement with IEDA, April 11, 2021.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the date of City Council approval of this Agreement may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes the construction of a new grocery store and restaurant, as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** The Catalyst Grant amount approved is \$175,000. In addition to the Grant funding the parties agree to the following financial commitments.

- \$50,000 New Construction Incentive to be paid in full with the first Catalyst Grant payment.

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund. The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

- a. Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Marshalltown;
- b. The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program;
- c. If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IEDA agreement. Developer will hold the City harmless from any damage. Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

13. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement at Marshalltown, Marshall County, Iowa, the day and year first stated.

City of Marshalltown

BY.


Mayor

ATTEST.


City Clerk City Administrator

DANI GOODMAN



BY.

GARRETT GOODMAN



**RESOLUTION AMENDING A DEVELOPMENT AGREEMENT WITH FLINT HILLS HOLDINGS
FOR A CATALYST BUILDING GRANT TOTALING \$175,000**

WHEREAS, the City of Marshalltown has been granted \$1 million in Catalyst Building Remediation funds through the Iowa Economic Development Authority; and

WHEREAS, a review committee recommended a grant of \$75,000 to Flint Hills Holdings for the construction of a new income-restricted multi-family housing complex at 20 East State Street, which was supported by the Iowa Economic Development Authority; and

WHEREAS, the City Council approved a Development Agreement with Flint Hills Holdings on March 23, 2020 on Resolution 2020-085; and

WHEREAS, Flint Hills Holdings has requested an additional \$100,000 of Catalyst Building Grant funds to fill financing gaps on the project, which would bring the total Catalyst funding to \$175,000; and

WHEREAS, the Catalyst Grant Review Committee met and recommended the additional \$75,000 in grant funding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that Section 8 Financial Obligation of the Development Agreement with Flint Hills Holdings approved on Resolution 2020-085 is hereby amended to a Catalyst Grant amount of \$175,000.

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Passed this 11th day of May, 2020, and signed this _____ day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

2020-085

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH FLINT HILLS HOLDINGS FOR A \$75,000 CATALYST BUILDING GRANT AND \$50,000 NEW CONSTRUCTION INCENTIVE GRANT

WHEREAS, the City of Marshalltown has been granted \$1 million in Catalyst Building Remediation funds through the Iowa Economic Development Authority; and

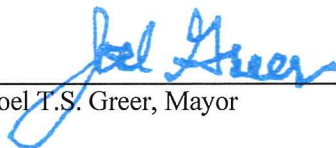
WHEREAS, a review committee has recommended a grant of \$75,000 to Flint Hills Holdings for the construction of an income-restricted multi-family housing complex at 20 East State Street; and

WHEREAS, the Iowa Economic Development Authority concurred with the grant and the amount;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached development agreement with Flint Hills Holdings is hereby approved and the Mayor is directed to execute the agreement.

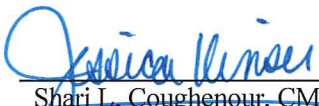
Passed this 23rd day of March, 2020, and signed this 27 day of March, 2020.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Shari L. Coughenour, CMC, City Clerk
Jessica Kinser, City Administrator

DEVELOPMENT AGREEMENT

19-CTBF-003

This Development Agreement ("Agreement") made this day 18 of March, 2020 by and between the CITY OF MARSHALLTOWN, IOWA ("City") and FLINT HILLS HOLDINGS ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 20 EAST STATE STREET to be completed at property owned by Developer; and

WHEREAS, the Grant application of \$75,000 was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of approval by the City Council of this Agreement and ends with the Project Completion Date set out in the grant agreement with IEDA, April 11, 2021.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the date of City Council approval of this Agreement may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes the restoration of the building to residential apartment units, as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** The Catalyst Grant amount approved is \$75,000. In addition to the Grant funding the parties agree to the following financial commitments.

- \$50,000 New Construction Incentive Grant to be paid with the first installment of the Catalyst Grant.

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund. The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

- a. Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Marshalltown;
- b. The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program;
- c. If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IEDA agreement. Developer will hold the City harmless from any damage. Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

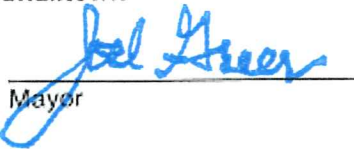
13. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

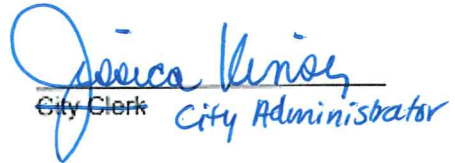
IN WITNESS WHEREOF the parties have executed this Agreement at Marshalltown, Marshall County, Iowa, the day and year first stated.

City of Marshalltown

BY.

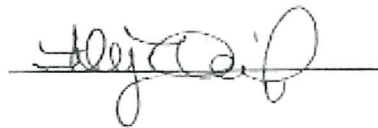

Mayor

ATTEST.


City Clerk City Administrator

FLINT HILLS HOLDINGS

BY.



MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Director
Date: April 8, 2020
RE: Order Construction – Anson Park Shelter Renovation

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction and holding a public hearing.

Recommendation: Staff recommends approving the Resolution ordering construction of the Anson Park Shelter and holding a public hearing on May 11.

Background: In to 2019, Council approved GO Bond funding for several Parks & Recreation projects including the renovation of the Anson Park Shelter into year round rentable facility. The renovations will include a new roof and façade, heating and cooling, insulation, windows and new restrooms. This renovation will allow the building to be rented year round adding additional revenue and meet a need in the community. The other two buildings we have in Riverview Park get rented every weekend and many renters are turned away because those are the only two indoor places we have for larger gatherings.

Budget Impact: This project will be funded with 2019 GO Bonds.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



RESOLUTION 2020-___ APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE ANSON PARK SHELTER, PROJECT NO. PRK20001

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Anson Park Shelter, Project No. PRK20001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that , the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No PRK20001, being the Anson Park Shelter Project in the city of Marshalltown, Iowa.

Passed this 11th day of May, 2020, and signed this ___ day of May, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

2020-

RESOLUTION 2020- APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE S. 6TH ST & MERLE HIBBS CULVERT REPAIR PROJECT ,
PROJECT NO. SMW19002

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the S. 6TH ST & MERLE HIBBS CULVERT REPAIR Project No. SMW19002, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written public comments to the plans, specifications and form of contract have been called for, as well as oral public comments being called for, and with consideration to the public comments, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No SMW19002, being the S. 6TH ST & MERLE HIBBS CULVERT REPAIR PROJECT in the city of Marshalltown, Iowa.

Passed this 11th day of May 2020, and signed this _____ day of May 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Notice of Public Hearing

I, Colleen Ward, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" for:

One

consecutive weeks on the days and dates as follows, to-wit
April 18, 2020

Statutory fees for publishing said notice are:
17.36

Colleen Ward

Sworn to before me and subscribed in my
presence by the said Colleen Ward, this
Twenty-fourth Day of April, 2020

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No.766297
Commission Expires January 14, 2020

Account No. and Account Name
D02000 City of Marshalltown



Legals
NOTICE OF
PUBLIC HEARING

A public hearing will be held at 5:30 p.m. local time on Monday, April 27, 2020, in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. PRK18001, the TIMBER CREEK PEDESTRIAN BRIDGE, is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process. Written comments may be emailed to clerk@marshalltown-ia.gov or by mail to City Clerk, 24 N Center Street, Marshalltown, IA 50158.

The Notice to Bidders is available on the Construction Update Network and on the city's website.

This Notice of Public Hearing is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown.

CITY OF MARSHALLTOWN,
IOWA
Shari L. Coughenour,
CMC, City Clerk
-----28873



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

April 9, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – S. 6th St. and W. Merle Hibbs Culvert Repair, SMW19002.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the S. 6th St. and W. Merle Hibbs Culvert Repair.

Background: This project was brought to the Public Works Departments attention last summer by our street maintenance department. The east side of the overflow culverts crossing under S. 6th Street has a railing that is severely deteriorated and the embankments around the outlet are severely eroded and very steep. This results in a very unsafe condition for pedestrians and sidewalk snow cleaning crews. The City contracted with Calhoun-Burns and Associates to develop a plan to stabilize the embankments and provide a safety railing along the culvert outlet. This will provide a safe trail along the outlet for pedestrians and allow snow to be removed safely and effectively. The estimated costs for the work are approximately \$80,000. The work will be completed by November 15, 2020.

Budget Impact: This project will be funded with Storm Water Revenues.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



**ORDINANCE 14996 TO AMEND CITY CODE OF
ORDINANCES RELATING TO DOGS AT LARGE**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. Chapter 90 of the Municipal Code of Marshalltown, is amended by repealing Section 90.024 and enacting the following as a substitute:

90.024 DOGS AT LARGE.

It shall be unlawful for the owner or keeper of any dog to permit such dog to run at large, whether such dog shall be licensed or unlicensed.

(A) A dog found at large shall be sterilized, spayed or neutered, at the owner's expense, if and upon the owner or keeper of the dog being found guilty of a second or subsequent dog at large violation under this chapter.

(B) In determining what is a second, third or subsequent offense, multiple counts or charges for more than one dog at large by the owner or keeper resulting from the same event or release shall be considered one offense.

(C) There is no time limitation from the prior offense in determining whether an offense under this section is a second, third or subsequent offense.

(D) A dog found at large shall be forfeited, if and upon the owner or keeper being found guilty of a third or subsequent offense of a dog at large violation under this chapter.

(2013 Code, § 6-22) (Ord. 14709, passed 3-25-2003; Ord. 14861, passed 9-14-2009; Ord. 14970, passed 11-27-2017) Penalty, § 90.999

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of May, 2020, and signed this ____ day of May, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk



POLICE DEPARTMENT

Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South Second Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel Greer
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 7 May 2020

RE: Amendment of City Code 90.024 (Dogs at Large), First Reading
Request to Waive Second and Third Readings

Policy Issue:

City council approval is required for all city ordinance changes.

Recommendation:

Staff recommends city council approve by resolution the first reading of the proposed edit of city code 90.024. Staff also recommends the city council waive the second and third reading of this ordinance revision so it can be implemented immediately following publishing of the proposed changes.

Background:

In 2019, the City of Marshalltown went through a recodification process. MPD staff recently discovered that city code 90.024 lacked the appropriate definition of offense making it unenforceable. City code 90.024 is our dog at large ordinance. The basic definition of what this code deals with was inadvertently left out during the recodification process. Consequently, all that was in the code was language dealing with how second and third offenses would be handled.

The following language has been added to 90.024:

It shall be unlawful for the owner or keeper of any dog to permit such dog to run at large, whether such dog shall be licensed or unlicensed.

The Spring/Summer seasons are busy for us in terms of dog at large offenses. Staff requests council pass the first reading of this ordinance revision and waive the second and third readings. This will allow staff to expedite the publishing of the code revision so we have an ordinance that we can enforce.

Budget Impact:

None

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

May 6, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: FY20 General Fund Budget Update Due to Covid-19 Pandemic

Discussion: The Council adopted a budget amendment for FY20 in March. Since then, the Covid-19 pandemic hit, which has caused a reduction in the City's revenues. The attached document reflects the updated projections in revenues related to the General Fund.

Assumptions and explanations through June 30th include:

1. Courts will continue to be closed.
2. The library's fine collections will be deferred until reopening.
3. The Summer Blast and Aquatic Center revenue adjustments are not included as related expenses would be reduced as well if not opened.
4. Park shelters may not be reopened
5. Hotel/motel's final quarterly payment in May or June will be similar to prior years since it is for the Oct-Dec. 2019 quarter.
6. Property tax collections will still be on target.
7. With the budget amendment, local option sales tax was not going to support the General Fund in FY20 and still should not be needed to do so.
8. The General Fund would continue to have a transfer from the Road Use Tax Fund to support the Public Works department wages. The fund balance in RUT would decrease going into FY21 and some projects will need to be deferred.

When the FY20 budget amendment was created, we increased the hotel/motel tax revenues but did not adjust the payments to MCVB so an additional \$33,388 needs to be budgeted for expenses. Between this item and the reduced revenues, this leaves a shortfall of \$65,000. With such a short

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
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time remaining in this fiscal year, it is difficult to reduce line item spending. However, when recalculating personnel expenses, there is enough savings to cover the shortfall. The savings are derived from vacant positions and retirements over the course of the fiscal year, primarily in the police department. Departments will continue to have reduced spending in other areas as well, such as travel. COVID-19 expenses are being tracked for grants and FEMA, so those will be at least partially reimbursed. There is no need to have another budget amendment at this time as the one approved in March provides enough spending authority.

Attachment: FY20 Revenue Budget Update

cc: Jessica Kinser, City Administrator

City Council

Susan Cahill, Gary Thompson, Mike Gowdy,
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Revenue budget changes for FY20

Account	Account Name	Current Budget	Activity thru 4/24/20	Revised Budget	Increase (decrease)
001.1010.4410.000	POLICE SERVICES	\$ (9,000.00)	\$ (6,095.10)	\$ (7,000.00)	\$ (2,000.00)
001.1010.4411.000	POLICE SECURITY SERVICES	\$ (10,000.00)	\$ (14,127.50)	\$ (14,200.00)	\$ 4,200.00
001.1010.4510.000	COURT FINES	\$ (20,000.00)	\$ (9,095.07)	\$ (9,100.00)	\$ (10,900.00)
001.1010.4515.000	COURT ORDERED-RESTITUTION	\$ (9,000.00)	\$ (2,394.05)	\$ (2,395.00)	\$ (6,605.00)
001.1010.4875.000	RFNDS/REIMB: POLICE	\$ (8,800.00)	\$ (11,005.77)	\$ (11,005.00)	\$ 2,205.00
001.1013.4875.000	RFNDS/REIMB:	\$ -	\$ (14,971.67)	\$ (14,972.00)	\$ 14,972.00
001.1050.4415.000	FIRE-LEAD TESTING/INSPECTN	\$ -	\$ (340.00)	\$ (340.00)	\$ 340.00
001.1050.4499.000	FIRE- ILLEGAL BURNING	\$ (500.00)	\$ (1,100.00)	\$ (1,100.00)	\$ 600.00
001.1050.4616.000	INT CHRGD - ACCTS REC	\$ -	\$ (144.38)	\$ (144.00)	\$ 144.00
001.1050.4875.000	REFND/REIMB: FIRE	\$ -	\$ (63.37)	\$ (63.00)	\$ 63.00
001.1050.4876.000	MISC REV: FIRE	\$ -	\$ (112.40)	\$ (112.00)	\$ 112.00
001.1050.4961.000	FIRE-NONCAPLZD ASSTS	\$ -	\$ (150.00)	\$ (150.00)	\$ 150.00
001.1070.4265.000	PLUMBING PERMITS	\$ (7,500.00)	\$ (11,042.00)	\$ (11,100.00)	\$ 3,600.00
001.1071.4420.000	RENTAL HOUSING INSPECTION	\$ (4,000.00)	\$ (225.00)	\$ (500.00)	\$ (3,500.00)
001.1072.4262.000	ELECTRICAL PERMITS	\$ (16,000.00)	\$ (9,998.00)	\$ (10,000.00)	\$ (6,000.00)
001.1075.4492.000	NUISANCE MISC CHRGS	\$ (20,000.00)	\$ (10,704.97)	\$ (15,000.00)	\$ (5,000.00)
001.2010.4272.000	Public Works - Driveway Inspection	\$ (2,500.00)	\$ (3,289.00)	\$ (3,300.00)	\$ 800.00
001.2080.4453.000	AIRPORT SERVICES & USES	\$ (6,000.00)	\$ (3,632.40)	\$ (4,000.00)	\$ (2,000.00)
001.4010.4330.000	STATE OPER GRANT	\$ (14,289.67)	\$ (14,723.39)	\$ (14,723.00)	\$ 433.33
001.4010.4350.000	LOCAL/COUNTY GRANTS	\$ (35,966.00)	\$ (37,815.90)	\$ (37,816.00)	\$ 1,850.00
001.4010.4493.000	LIBRARY BOOK CHRGS	\$ (10,000.00)	\$ (4,597.87)	\$ (6,000.00)	\$ (4,000.00)
001.4010.4550.000	LIBRARY FINES	\$ (14,000.00)	\$ (6,426.75)	\$ (8,000.00)	\$ (6,000.00)
001.4010.4820.000	LIBRARY DONATIONS	\$ (3,300.00)	\$ -	\$ (1,500.00)	\$ (1,800.00)
001.4030.4472.000	PARK FEES & RENTALS	\$ (60,000.00)	\$ (42,073.24)	\$ (45,000.00)	\$ (15,000.00)
001.4030.4960.000	SALE OF F.A.-PARKS	\$ (200.00)	\$ (6,200.00)	\$ (6,200.00)	\$ 6,000.00
001.4040.4473.000	RECREATION FEES	\$ (10,000.00)	\$ (11,285.01)	\$ (11,285.00)	\$ 1,285.00
001.6020.4492.000	CITY CLERK MISC CHRGS	\$ (8,040.00)	\$ (1,675.88)	\$ (4,000.00)	\$ (4,040.00)
001.6020.4616.000	INT CHRGD - ACCTS REC	\$ (900.00)	\$ (1,577.70)	\$ (1,600.00)	\$ 700.00
001.6021.4140.000	HOTEL/MOTEL TAXES	\$ (495,000.00)	\$ (396,930.31)	\$ (474,430.00)	\$ (20,570.00)
001.6021.4261.010	URBAN REVIT. PERMITS	\$ (1,050.00)	\$ (1,150.00)	\$ (1,150.00)	\$ 100.00
001.6021.4610.000	INTEREST ON INVESTMENTS	\$ (165,000.00)	\$ (174,696.02)	\$ (180,000.00)	\$ 15,000.00
	TOTAL REVENUE CHANGES	\$ (6,723,671.67)	\$ (5,387,098.67)	\$ (6,692,061.00)	\$ (31,610.67)

Recalculation of hotel taxes due to Chamber

\$ (33,388.10)

Shortfall before applying savings from personnel expenses

\$ (64,998.77)