# City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager MJPW

**FROM:** Jack Wardell, Director of Parks and Recreation JW

**DATE:** May 7, 2019

**SUBJECT:** Revised Contract for Professional Services - RDG - Carroll Recreation Center Building Improvements Concept Planning and Feasibility Study - 2019

**FY '20 Budget $75,000**

- Revised Fee Proposal for Carroll Recreation Center Building Improvement
- AIA Document B105 - 2017
- Resolution

May 2019 City Council approved a Fee Proposal from RDG to do the Carroll Recreation Center Building Improvements Concept Planning and Feasibility Study. Listed below and also included in this packet is the revised proposal costs:

**LUMP SUM FEE:**

| | |
|---|---|
| Services | $38,500.00 |
| Market Analysis | $ 4,000.00 |
| Business Operational Planning | $ 8,000.00 |
| **Community Survey** | **$13,600.00*** |
| **Expenses** | **$ 6,500.00** ($2,300 RDG$2,200 Ballard King**+$2,000 ETI*)** |
| **Total** | **$70,600.00** |

This total amount is in the project range provided by RDG in the original report at the May 13, 2019 City Council meeting. The range of the community survey was between $10,824 - $26,518. The total cost for the survey work by ETI is $15,600.

**SCHEDULE:**

| | | |
|---|---|---|
| **Authorization to proceed** | **May 13, 2019** | **Completed** |
| **Preparation for kick-off workshop** | **May 14-28, 2019** | **Completed** |
| **Workshops** | **May 29,2019** | **Completed** |
| | **June 2019** | **Completed** |

| | |
|---|---|
| Workshop | July 17, 2019 |
| Delivery final exhibits | August 2019 |
| Set Special Election for referendum | September 9, 2019 |
| Filing notice of special election | September 20, 2019 |
| Special committee to promote referendum | August - October 2019 |
| Hold referendum | November 5, 2019 |

**RECOMMENDATION:** For the Mayor and City Council consideration and approval of the proposed fee for the Carroll Recreation Center Building Improvements for the total cost of $70,600.00.

**RESOLUTION _____**

**RESOLUTION APPROVING THE SCOPE OF ARCHITECTURAL SERVICES WITH RDG PLANNING AND DESIGN FOR CARROLL RECREATION BUILDING IMPROVEMENTS PROJECT – 2019**

WHEREAS, the Carroll Recreation Building Improvements Proposal has been prepared by RDG Planning and Design, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Proposal with RDG Planning and Design for the Carroll Recreation Center Building Improvements is accepted for the fees:

| | |
|---|---|
| Services | $38,500.00 |
| Market Analysis | $ 4,000.00 |
| Business Operational Planning | $ 8,000.00 |
| Community Survey | $13,600.00 |
| Expenses | $ 6,500.00 ($2,300 RDG$2,200 Ballard King+$2,000 ETI) |
| Total | $70,600.00 |

BE IT RESOLVED that the Contract for Professional Services with RDG Planning and Design for the Carroll Recreation Center Building Improvements is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 8th day of July, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Jerry Fleshner, Mayor Pro Tem

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

# AIA Document B105™ – 2017

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

**AGREEMENT** made as of the Twenty-fourth day of April in the year Two Thousand Nineteen.
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

City of Carroll
112 E. 5th Street
Carroll, Iowa 51401-2799
Phone Number: 712.792.1000

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

RDG IA Inc
d/b/a RDG Planning & Design
301Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3414
Fax Number: 515-288-8631

R3003.272.00

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

Carroll Recreation Center Building Improvements Concept Planning and Feasibility Study
716 N. Grant Road, Carroll, Iowa 51401

The Owner and Architect agree as follows.

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## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Exhibit A

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

**§ 1.1** The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.

**§ 1.2** The Owner and the Architect agree that the funding for contingencies provided for in Article 2 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5 %) of the Cost of the Work.

Costs attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect shall be the responsibility of the Architect to the extent caused by the negligence of the Architect but only to the extent that such costs exceed the said five percent (5%) of the Cost of Work portion of the contingency funding.

**§ 1.3** If the project involves making changes to existing facilities, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. The Architect shall verify that the existing building drawings provided by the Owner generally represent the actual existing field conditions. Verification shall be limited to general overall visual observation and confirmation of significant dimensions of reasonably accessible exposed elements. In the event the information or documentation supplied by the Owner its consultants or agents, or employees of any of them, or an assumption made by the Architect based upon the documentation or information supplied by them or any of them, is inaccurate or incomplete, all resulting costs and expenses, including the costs of the Architect's Additional Services, if any, shall be the responsibility of the Owner. Unless specifically authorized in writing by the Owner, the Architect shall not be required to perform or to have others perform, destructive testing or to investigate concealed or unknown conditions.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental

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testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

**§ 2.1** To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent existing conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project. Any unauthorized use of the Architect's documents shall be at the Owner's sole risk and without liability to the Architect.

**§ 3.1** In the event the Owner uses the Architect's documents contrary to the permitted uses set forth in Section 3.1 or without retaining the Architect, the Owner releases the Architect, its consultants and agents, and employees of any of them, from any and all claims and causes of action arising out of or resulting from such unauthorized uses, including but not limited to those arising out of or resulting from any defects, errors, or omissions in the Architect's documents. The owner, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Architect, its consultants and agents, and employees of any of them, from and against any and all claims, causes of actions, damages, awards losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's unauthorized use of the Architect's documents under Article 3.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed and Reimbursable Expenses then due. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 4.1** The Owner and Architect's rights set forth in this Article 4 are in addition to without prejudice to their other rights and remedies provided by law.

**§ 4.2** The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 2.1, Article 3, Article 5, and Article 7.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 5.1** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Article 6.

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§ 5.2 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral including, but not limited to, the terms of any purchase order, invoice, bid documents, or proposal attachment to the Agreement. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

Compensation shall be a stipulated lump sum of Sixty Four Thousand One Hundred Sixty dollars and No cents ($64,160.00), plus expenses to a maximum of Six Thousand Five Hundred dollars and No cents ($6,500.00).

The Owner shall pay the Architect an initial payment of Zero dollars and No cents ($0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent ( 10.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest from the date payment is due at the rate of One percent ( 1.00 %) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond six ( 6 ) months of the date of this Agreement through no fault of the Architect. Compensation for these services shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided. The Standard Hourly Rate Schedule shall be adjusted in accordance with the Architect's normal review practices.

**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

**§ 7.1 MEDIATION**

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

**§ 7.1.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, if the parties mutually agree, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be made in writing, mailed to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the institution of a legal or equitable action, but, in such event, mediation shall proceed in advance of the legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

**§ 7.1.4** The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with independent contractors and consultants retained for the Project and shall require all independent contractors and consultants to also include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

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§ 7.2 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements.

§ 7.3 Not Used

§ 7.4 If the services covered by this Agreement have not been completed within six ( 6 ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided.

§ 7.5 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.6 The Owner and Architect mutually acknowledge that if a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green building-rating system, that the Project cannot achieve LEED® certification until after substantial completion of construction and will be subject to the LEED®-certification processes and procedures as determined by the USGBC. The Owner acknowledges that these procedures are outside the control of the Architect, may not be uniformly implemented, and may be subject to change at any time. Further, the Owner acknowledges that LEED® certification will require input and effort from the Owner and the Architect as well as other consultants, contractors, and other persons associated with the Project that are not parties to this Agreement.

The Architect will make reasonable efforts to facilitate and coordinate the LEED® certification for the Project, subject to scope of services, and the terms and provisions of this Agreement. The Architect does not warrant or guarantee LEED® certification or the actual performance of the building based on the Architect's design drawings, specifications, or resource use or consumption modeling for the Project, and does not warrant or guarantee certain performance levels anticipated through the LEED®-certification process.

§ 7.7 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 4.

§ 7.8 26 United States Code Section 179D directs that there shall be allowed as a tax deduction an amount equal to the cost of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) placed in service during the taxable year. In the case of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) installed on or in property owned by a Federal, State, or local government, or a political subdivision thereof, the Owner shall allocate this 26 United States Code Section 179D tax deduction to the Architect.

§ 7.9 This Agreement is comprised of the following documents listed below:

§ 7.9.1 AIA Document B105™–2017, Standard Form Agreement Between Owner and Architect for a Residential or Small Commercial Project as modified by RDG IA Inc.

§ 7.9.2 Exhibit A Scope of Services attached hereto and incorporated herein by this reference.

§ 7.9.3 Exhibit B Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference.

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

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| OWNER | ARCHITECT |
| --- | --- |
| *(Signature)* | *(Signature)* |
| Eric P. Jensen | R. Allan Oberlander, AIA, LEED AP |
| Mayor, City of Carroll | Principal |
| *(Printed name and title)* | *(Printed name and title)* |

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RDG PLANNING • DESIGN

**Exhibit A**

April 16, 2019, revisions April 24, 2019, May 2, 2019, July 2, 2019

Jack Wardell
Director of Parks and Recreation
City of Carroll
112 E. 5th Street
Carroll, Iowa 51401-2799

RE: Fee Proposal for Carroll Recreation Center Building Improvements

RDG is pleased to submit the following fee information related to the scope of work summarized in section 3 of the Request for Qualifications.

Lump sum fee:

- Services $38,500
- Market Analysis $ 4,000
- Business Operational Planning $ 8,000
- Community Survey $13,660 (ETI proposal attached)
- Expenses $ 6,500 ($2,300 RDG + $2,200 Ballard*King + $2,000 ETI)
- TOTAL $70,660

RDG is pleased to submit the following proposed fee as a percentage of the final construction cost to complete final construction plans based on the approved study (including Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration.

- 6.7% of construction costs plus expenses
- This includes:
  - Architectural
  - Structural
  - Mechanical, Electrical, Plumbing, Lighting, Data
  - Landscape Architecture
  - Civil Engineering
  - Aquatics Consulting
  - Cost Consulting
  - Interior Finishes
  - Interior Fixed Equipment
  - Code Required Signage

Schedule:

- Authorization to proceed.....May 13, 2019
- Preparation for kick-off workshop ..... May 14-28, 2019

- Workshop #1 ..... May 29, 2019
  - Tour Existing
  - Collect input on needs

- Workshop #2 ..... June 2019
  - Review design concept options and project costs
  - Determine preferred option
  - Community engagement input

- Workshop #3 ..... July 2019
  - Present refined concept
  - Review project cost and schedule information
  - Community engagement input if desired
  - Present market analysis & operational plan data
  - Present results of community survey

- Deliver final exhibits ..... August 2019

- Last regular City Council meeting to set special election for referendum ..... September 9, 2019

- Last day to file notice of special election with commissioner of elections ..... September 20, 2019

- Promote for referendum ..... August 2019 – October 2019

- Hold referendum ..... November 5, 2019

Respectfully Submitted,

R. Allan Oberlander, AIA, LEED AP
Principal

PLANNING • DESIGN

EXHIBIT B

# standard hourly rate schedule

Effective January 1, 2019*

| TITLE | RATE/HOUR |
|---|---|
| Principal Emeritus | $240.00 |
| Principal | $240.00 |
| Principal | $215.00 |
| Architect | $185.00 |
| Architect | $175.00 |
| Architect | $160.00 |
| Architect | $135.00 |
| Architect | $125.00 |
| Architect | $105.00 |
| Architectural Intern | $100.00 |
| Architectural Intern | $95.00 |
| Architectural Intern | $90.00 |
| Architectural Intern | $88.00 |
| Architectural Technician | $125.00 |
| Architectural Technician | $110.00 |
| Landscape Architect | $160.00 |
| Landscape Architect | $135.00 |
| Landscape Architect | $130.00 |
| Landscape Architect | $125.00 |
| Landscape Architect | $105.00 |
| Landscape Architect | $95.00 |
| Landscape Architectural Intern | $90.00 |
| Landscape Architectural Intern | $88.00 |
| Partner Emeritus | $240.00 |
| Water Resource Engineer | $185.00 |
| Water Resource Engineer Intern | $110.00 |
| Professional Engineer | $215.00 |
| Professional Engineer | $160.00 |
| Engineering Technician | $110.00 |
| Interior Designer | $160.00 |
| Interior Designer | $130.00 |
| Interior Designer | $125.00 |
| Interior Designer | $90.00 |
| Interior Design Intern | $88.00 |
| Lighting Designer | $185.00 |
| Lighting Designer | $110.00 |
| Artist | $130.00 |
| Artist | $95.00 |
| Artist | $88.00 |
| Multi Media Designer | $125.00 |
| Multi Media Designer | $90.00 |
| Videographer | $110.00 |
| Client Development Director | $160.00 |
| Marketing Coordinator | $115.00 |
| Project Administrator | $185.00 |
| Project Manager | $110.00 |
| Project Manager | $86.00 |
| Project Coordinator | $86.00 |
| Office Administrator | $86.00 |
| Office Assistant | $50.00 |

*Current hourly rates may be adjusted annually on January 1 of each year.

ETC INSTITUTE
MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS
725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061
(913) 829-1215 FAX: (913) 829-1591

June 5, 2019

Al Oberlander, AIA, LEED AP
Principal
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Tel: 515.288.3141
Dir: 515.309.3203

**Subject: Proposal to Conduct a Community Survey for Carroll, Iowa**

Al:

ETC Institute is pleased to submit a quote to conduct a community survey for the City of Carroll, Iowa. If selected for this project, ETC Institute will provide the following services:

**Task 1: Design the Survey and Prepare the Sampling Plan.** Task 1 will include the following services:

- Working with RDG Planning & Design and City staff to develop the content of the survey
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based and will include residents with traditional land-lines and those that only have cell phones.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

**Task 2: Administer the Survey.** ETC Institute will administer the survey as follows

- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City.

- Residents who receive the survey will have the option of completing it in one of the following three ways:
    - By mail using a postage-paid return envelope, which will be included with the survey
    - By going on-line to a website; the website will be printed on the survey
    - By calling a toll-free number, which will be printed on the survey; ETC Institute will have interviewers who will answer inbound calls from residents who prefer to complete the survey by phone.
- ETC Institute will follow-up with households that do not respond to the survey within 10 days to maximize participation in the survey. These follow-ups will be conducted as follows:
    - By sending e-mails to households for whom email addresses can be obtained. The emails will contain a link to the on-line version of the survey
    - By calling households and leaving voice messages about the survey with households that do not answer their phone; ETC Institute will give those who do answer their phone an opportunity to complete the survey by phone.
- ETC Institute will conduct follow-ups by phone and e-mail until a minimum of 300 surveys are completed. The results for a random sample of 300 completed surveys will provide results that have a precision of at least +/-6% at the 95% level of confidence. A sample of this size will provide accurate results for the City overall, but subarea and demographic analysis (data by age, income, gender, etc.) will be limited.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, ethnicity and other factors. ETC will develop and apply weighting factors if needed to ensure the demographics of the survey sample are similar to recent Census estimates for the City's population.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

**Task 3: Analysis and Final Report.** ETC Institute will submit a final report to the City in an electronic format. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of survey methodology, a description of major findings, and charts that show the overall results of each survey
- A copy of the survey instruments
- Cross tabulations that show the results for different segments of the City's population (by age, income, gender, etc.)

Deliverable Task 3: ETC Institute will submit the draft final report in an electronic format and 3 hard copies of the final report.

### *Fee*

The total cost for the services described in this proposal is $13,660. The table below shows a breakout of the fees by task.

| Survey Pricing - Sample of 300 Surveys | |
|---|---|
| Task | 15-minute 5-6 pages |
| Survey Design | $1,500.00 |
| Development of the Sampling Plan | $1,250.00 |
| Administration of at least 300 surveys | $7,160.00 |
| Summary Report with charts/graphs | $2,250.00 |
| Crosstabulations | $1,500.00 |
| **TOTAL** | **$13,660.00** |

### *Project Schedule*

A preliminary schedule is provided below.

- ***Month 1***
  Design Survey Instrument
- ***Month 2***
  Administer Survey; provide the overall results to the City
- ***Month 3***
  Prepare and Deliver the Final Report

**CLOSING:** We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 254-4512.

Sincerely,

Christopher Tatham
CEO