

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

Deer Creek Trunk Sanitary Sewer Extension Design North of East 1st Street to NE 18th Street City of Ankeny, Iowa

THIS AGREEMENT is made and entered into this 5th day of September, 2017, between the City of Ankeny, Iowa, hereinafter referred to as the "Owner", and Civil Design Advantage hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS the Owner has decided to proceed with the design and construction of approximately 4000 lineal feet of Trunk Sanitary Sewer (30" diameter) extension north of East 1st Street to NE 18th Street following the alignment of Deer Creek. Refer to Exhibit B for segments to be designed.

WHEREAS the Owner desires to employ the Consultant to provide survey and design services in connection with the project; and

WHEREAS the Consultant is willing to perform such survey and engineering work in accordance with the terms hereinafter provided, and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers;

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows;

I. DEFINITIONS

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given;

Owner – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

Consultant – the firm of Civil Design Advantage, Grimes, Iowa

Iowa DOT – Iowa Department of Transportation

IDNR – Iowa Department of Natural Resources

Corps – the United States Army Corps of Engineers

EPA – the Environmental Protection Agency

EDA – the Economic Development Agency

Project Manager – the principal project manager assigned to the project, and employed by and working directly under the authority of the Consultant.

Project Engineer – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

Construction Observer – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

II.

GENERAL

A. The Owner has decided to proceed with the survey and design of a 30” trunk sanitary sewer extension. The project is generally north of East 1st Street and extending to the NE 18th Street corridor. This contract covers supplemental topographic survey and design services for the sanitary sewer extension.

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

- B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner, and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner’s requirements.
- C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.
- D. Submittal of documents: During the progress of the project design, various copies of the preliminary design and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, three (3) copies of each document shall be provided by the Consultant to the Owner at preliminary turn in.
- E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit A and hereby made a part of this Contract.

III.

SCOPE OF SERVICES

A. General – The Consultant shall provide Basic Design Services and Additional Design Services (if required) for the supplemental topographic survey and design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant and the Sub consultant(s) shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit A to this Contract.

B. Basic Engineering Services

Design Phase Services:

Task 1 – Supplemental Topographic Survey

The Consultant has previously acquired survey data in the area and will utilize this information where appropriate. The Consultant may need to mobilize to the site and gather supplemental topographic survey. Field information shall be acquired including existing ground shots, ridge lines, creek shots, trees greater than 12” in diameter and other data needed for final design.

Task 2 – Soils Investigation

The Consultant plans to utilize the services of a sub consultant for the soils investigation and analysis for the project design. Soils investigation shall follow the scope as outlined in Exhibit C. Soils investigation shall be for the proposed 4000 lineal feet (approximate) of sewer extension only.

Task 3 – Joint Application Form Preparation

The Consultant (with assistance from sub-consultant) shall prepare a Joint Application (Corps/DNR) associated with the trunk sewer construction. The permit application will be prepared and submitted to the appropriate jurisdictional authority.

Task 4 – Wetland Delineation (if needed)

The Consultant plans to utilize the services of a sub consultant for any wetland delineation services associated with the project. Wetland delineation shall follow the scope as outlined in Exhibit D. Wetland Delineation shall be for the proposed 4000 lineal feet (approximate) of sewer extension only.

Task 5 – Existing Utility Information

Where possible, existing utility information shall be furnished by the City. This existing utility information shall be incorporated into the plans, and the effects of the sanitary trunk sewer upon each utility shall be determined.

Task 6 – Preliminary Sanitary Sewer Alignment (Preliminary Design)

The Consultant shall prepare preliminary plan and profile drawings for approximately 4000 lineal feet (entire project) of 30-inch sanitary trunk sewer main. The preliminary alignment shall be based on the existing topographic information we currently possess with an emphasis on avoiding excessively deep sewer and existing unstable slope areas. Once CDA has a preliminary alignment, we will stake the alignment in the field and conduct a field review with the City to determine viability. The goal of the field review is to determine if any alignment adjustments are necessary prior to final design.

Task 7 – Construction Drawing Preparation (Final Design)

The Consultant shall prepare construction drawings for approximately 2000 lineal feet (extended through the 4-Mile Drive corridor) of 30-inch sanitary trunk sewer main improvements. Preliminary plan sheet layout shall generally consist of the following:

- Title Sheet (1)
- Details and Typical Sections (2)
- Tabulations of Project Quantities and General Notes (1)
- Plan & Profile Sheets (6)
- Survey Reference Information (1)

The Consultant shall prepare an “initial” Storm Water Pollution Prevention Plan (SWPPP) for the project. As we understand, the City shall submit the Notice of Intent and be responsible for implementation. The Consultant shall also prepare and submit the Iowa DNR sanitary sewer construction permit application on behalf of the City of Ankeny.

Task 8 – Permanent/Temporary Sanitary Sewer Easement Plat

The Consultant shall prepare one permanent sanitary sewer easement plat and one temporary construction easement plat for the final design portion of the project (approximately 2000 lineal feet). Easement plats shall be prepared using industry standard procedures and suitable for recording at the County courthouse. The Consultant understands the City will provide a “standard” permanent and temporary easement verbiage document to coincide with each plat document.

Task 9 – Limited Streambank Stabilization

With guidance from the geotechnical report, the consultant shall propose streambank stabilization methods at critical locations (creek crossings) along the creek alignment. Streambank stabilization is not intended to accommodate the entire stretch of creek along the sanitary sewer alignment only the “critical” areas based on proximity to the creek. We do not intend to fix the existing unstable slopes in the area.

Task 10 – Estimated Construction Costs

The Consultant shall prepare a statement of the total estimated construction costs for the project based on the designs developed. Estimated construction costs shall be established for the final design segment. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

Task 11 – Specifications/Advertisement/Plan Distribution

The Consultant shall prepare a project manual that consists of the City of Ankeny front end contract documents modified to support the Trunk Sewer Construction project. The SUDAS technical specifications and Ankeny supplemental specifications shall be referenced for construction. The Consultant shall also advertise for the construction letting and handle all plan distribution to potential bidders.

Task 12 – Construction Letting

The Consultant shall attend one public letting for the project. Once bids are open, the Consultant will confirm the as-bid prices, prepare a bid tabulation and recommend award of contract to the City, if applicable.

C. Additional Services

Services other than those defined within Basic Engineering Services shall be considered “additional services”, and compensated on an hourly basis at rates defined in Attachment A or as negotiated. Items considered “additional services” may include, but not be limited to items shown in Exhibit E.

IV. TIME OF BEGINNING AND COMPLETION

Work under this contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner

and the Consultant is to complete the final design by the fall/winter of 2017, bid project during winter of 2018 and construct the project during the spring and summer of 2018.

V. FEES AND PAYMENTS

A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

1. Labor costs – salary and wages paid to all personnel engaged directly on the project including, but not limited to, engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists and administrative staff.
2. Labor cost burden – customary and statutory benefits including, but not limited to, social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension and retirement benefits, sick leave, vacation and holiday pay applicable hereto.
3. Reimbursable Expenses – these costs are in addition to labor cost and labor cost burden, and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and subsistence, reproduction, postage, photography and printing, computer services and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of Consultant's subcontracts. All reimbursable expenses shall be billed as "pass-through" and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$ 104,692 (one hundred four thousand six hundred ninety-two dollars). Refer to Exhibit F for Staff hour/Fee Estimate.

B. Payments

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due 30 days from date of invoice.

VI. INSURANCE

The Consultant shall maintain insurance to protect the Consultant from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. The minimum amounts and extent of such insurance is as follows:

1.	Professional Liability	\$ 2,000,000
2.	Vehicle Coverage	\$ 1,000,000 liability \$ 5,000 medical \$ 1,000,000 uninsured
	Property Damage	\$ 1,000,000 each accident
3.	Workmen's Compensation	\$ 100,000 each accident
4.	General Liability	\$ 1,000,000 each occurrence \$ 2,000,000 aggregate

VII. MISCELLANEOUS PROVISIONS

A. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub consultants) pursuant to this Contract shall be the property of the City. Such documents are intended as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the City machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal size sheets, the copies shall be of a type possible to reproduce on a

Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal size sheets, a photographically reproduced print on a stable mylar base shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x 17". The Consultant's reuse of designs under this Contract is prohibited unless authorized by the City.

Survey grade X, Y, Z data and feature type identifier for all manholes and cleanouts provided in tabular text file format and e-mailed to Zak Keninger, Engineering Technician, at ZKeninger@AnkenyIowa.gov.

Prepare and submit one (1) half-size (11"x17") paper set of the post-construction record drawings to be delivered to Zak Keninger, Engineering Technician, at the Public Services Building. The set is to be double-sided and is to be either spiral or screw bound.

Prepare and submit one (1) half-size (11"x17") PDF set of the post-construction record drawings to be e-mailed to Zak Keninger, Engineering Technician, at ZKeninger@AnkenyIowa.gov. To ensure proper scale, all sheets contained in the PDF set are to be saved directly from the CAD drawing and not scanned in.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant will notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.
2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance With Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

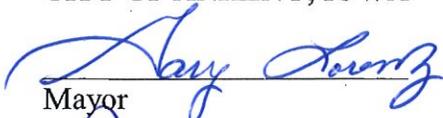
J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA


Mayor

ATTEST:


City Clerk

CONSULTANT
CIVIL DESIGN ADVANTAGE

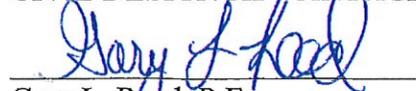
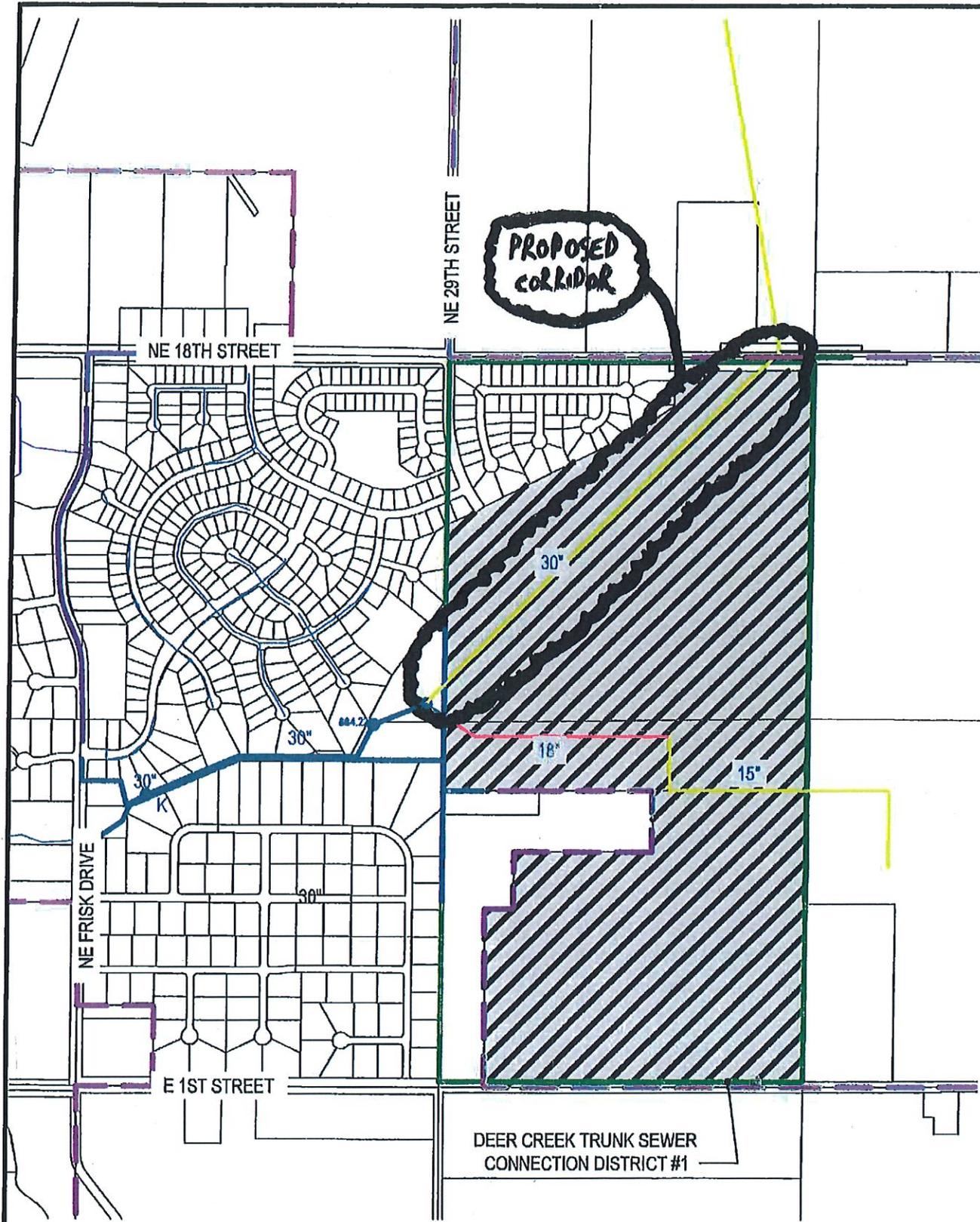

Gary L. Reed, P.E.
President

EXHIBIT 'A'

Standard Fee Schedule 2016-2017 Civil Design Advantage, LLC

<u>Classification</u>	<u>Billing Rate</u>	<u>Unit</u>
Principal / Senior Engineer	\$162 /	hour
Principal / Senior Land Surveyor	\$162 /	hour
Senior Engineer	\$152 /	hour
Engineer 8	\$146 /	hour
Engineer 7	\$136 /	hour
Engineer 6	\$125 /	hour
Engineer 5	\$116 /	hour
Engineer 4	\$106 /	hour
Engineer 3	\$96 /	hour
Engineer 2	\$86 /	hour
Engineer 1	\$77 /	hour
Senior Technician	\$118 /	hour
Technician 8	\$108 /	hour
Technician 7	\$103 /	hour
Technician 6	\$93 /	hour
Technician 5	\$86 /	hour
Technician 4	\$76 /	hour
Technician 3	\$67 /	hour
Technician 2	\$60 /	hour
Technician 1	\$49 /	hour
Project Manager 8	\$138 /	hour
Project Manager 7	\$129 /	hour
Project Manager 6	\$124 /	hour
Project Manager 5	\$119 /	hour
Project Manager 4	\$110 /	hour
Administrative 3	\$72 /	hour
Administrative 2	\$54 /	hour
Administrative 1	\$42 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.35 /	sheet
Plots (Color)	\$30 /	sheet
Mylar Plots	\$15 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page

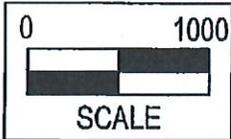
EXHIBIT 'B'



DEER CREEK TRUNK SEWER
CONNECTION DISTRICT #1

LEGEND

- EXISTING SEWER
- DEER CREEK TRUNK SEWER PHASE 4
- FUTURE SEWER
- CORPORATE LIMITS
- EXHIBIT "A" PARCELS



DEPARTMENT OF
PUBLIC WORKS
DIVISION OF
ENGINEERING



DEER CREEK SANITARY TRUNK SEWER PHASE 4 DEVELOPMENT AGREEMENT - EXHIBIT "A"

SHEET
1

S:\PUBWORKS\UTILITY\DIVISION\WASTEWATER\SANITARY CONNECTION DISTRICTS\DEER CREEK BASIN\DRAWINGS\DEVELOPMENT AGREEMENT.DWG

EXHIBIT 'C'

ALLENDER BUTZKE ENGINEERS INC.



GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Deer Creek Sanitary Sewer PN: 171179
PROJECT ADDRESS: NE 18th Street and NE Deer Creek Drive
Ankeny, Iowa
CLIENT: Civil Design Advantage - Attn: Gary Reed, P.E.
ADDRESS: 3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

SCOPE: Geotechnical Exploration - Mobilization with all-terrain drilling equipment, utility locations (Iowa One Call), drill and sample 11 test borings 15 to 25 feet deep, laboratory testing (including consolidation test), engineering analysis, and written report.

COMPENSATION TERMS: Total cost for above geotechnical scope of services will be \$12,000.00. Each additional 20 foot boring would be \$600.00 per boring.

REMARKS: Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By: Stacy G. Brocka, P.E.
Title: Senior Project Engineer
Date: August 4, 2017

By:
Printed Name
Title:
Date:

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

GENERAL CONDITIONS

PN 171179

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all

amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$50,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

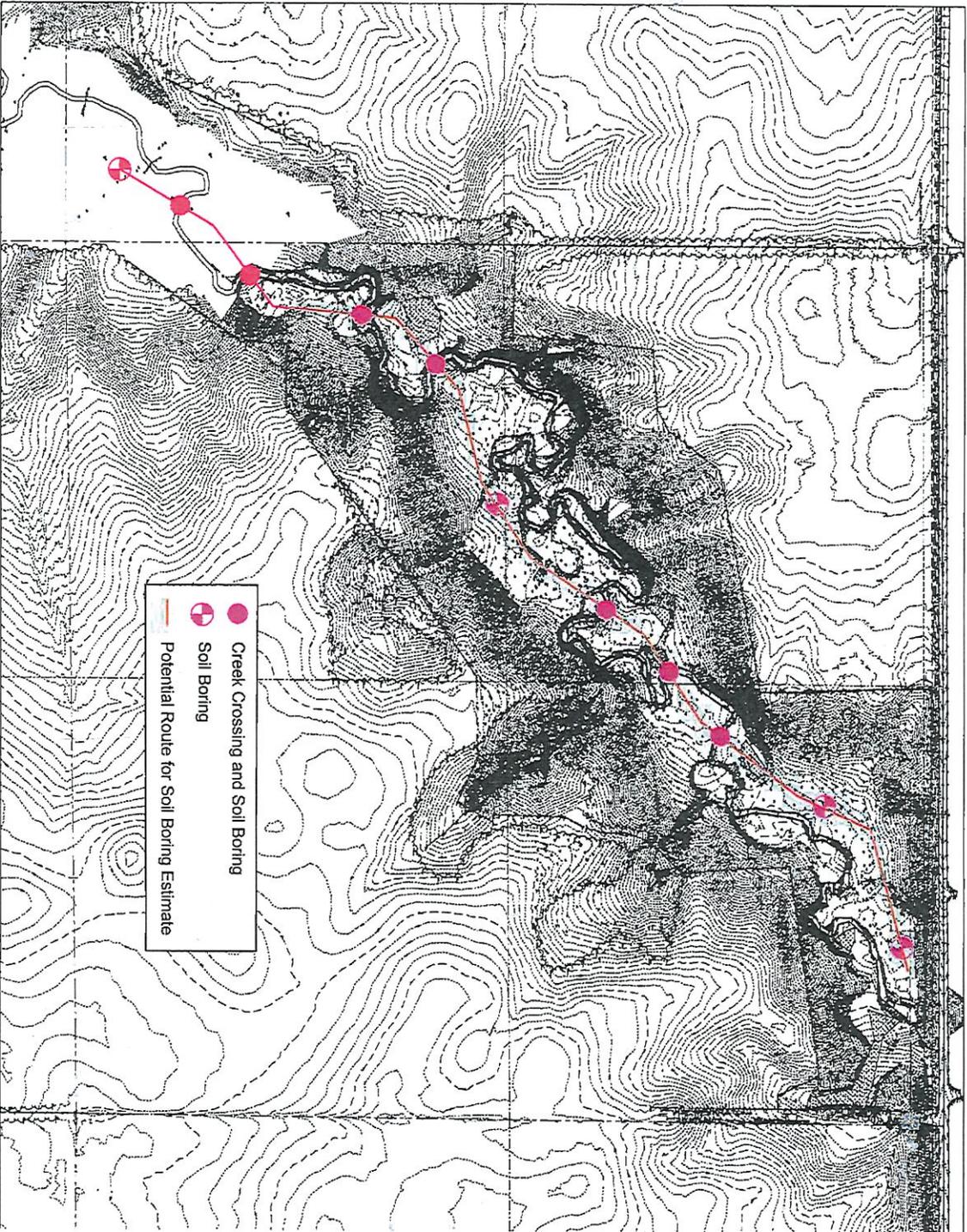






EXHIBIT 'D'

Professional Services

Project:	Wetland Services	
Property:	Deer Creek in Ankeny, Iowa	Date: 7/27/17

Client:	Civil Design Advantage
Contact:	Mr. Gary L Reed
Address:	3405 SE Crossroads Drive, Suite G, Grimes, IA 50111
Email:	garyr@cda-eng.com
Phone:	515-369-4400

AGREEMENT made this 27th day of July, 2017, by and between the service provider, Impact7G, Inc. ("Provider"), and the Client, Civil Design Advantage. ("Client.")

WHEREAS, the Client intends to engage the services of the Provider to complete a wetland investigation;

WHEREAS, the Provider agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to complete a wetland investigation for the area outlined within the enclosed.

2. **Scope of Services**

Wetland Delineation

Impact7G will provide environmental services related to Wetlands/Waters of the United States within the limits of the project area, as defined in the enclosed. The purpose is to determine whether wetlands are present and, if so, to delineate them and provide a report of our findings to the CLIENT. The work shall be completed in accordance with the requirements specified by the Army Corps of Engineers in the *Corps of Engineers Wetlands Delineation Manual* (1987) and *FSA Manual* (1996) and shall include the following tasks:

i. **Data Collection and Base Map Preparation**

Impact7G will review existing documents including soil maps, aerial photos, USGS topographic quadrangle maps, and National Wetland Inventory (NWI) maps to make a preliminary determination of the location and size of Waters of the United States (WOUS) and/or wetlands in the project area. This information will be analyzed prior to fieldwork for WOUS/wetlands indicators including hydric soils, water control features, blue-line streams, and NWI mapped wetlands to aid in field investigation.

ii. **Field Work**

Impact7G will conduct a field investigation to locate and delineate the location and boundary of WOUS (including all streams) and/or wetlands within ROW limits. Impact7G will also collect soil information and check soil for indicators of hydric soil, examine the subject area for the presence of hydrophytic vegetation and wetland hydrology, and mark wetland boundaries and other features on field maps. Delineated boundaries of wetlands will be identified with GPS or low-flight aeriels or similar technology.

iii. Document Preparation

Impact7G will provide a report that discusses the findings regarding the presence of WOUS and/or wetlands. The report will include: results of preliminary analysis, field methodology, field photographs and conclusions on the presence, location and area of WOUS and/or wetlands and potential impact of proposed development on WOUS/wetlands (if present). This report will include a figure showing the limits of the field survey and, if present, the location and area of WOUS/wetlands.

Permit Application Preparation/Submittal (Optional)

Army Corps of Engineers (ACOE) permits are necessary for work, including construction, in the Nation's navigable waters (i.e., WOUS/wetlands). During the wetland investigation, Impact7G will attempt to determine if waters of the United States are present and what impacts, if any, are proposed. If applicable, Impact7G will prepare, coordinate and submit an application to the ACOE in an effort to obtain a Section 404 Permit. Submission of a joint application will also be completed to the Iowa Department of Natural Resources. Due to requested application information pertaining to the development plan, a coordinated effort between Impact7G and the Client will be required to provide a complete application to the ACOE.

3. **Provider Responsibilities.** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities.** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the subject property, who will be available to coordinate all on-site work;
- (ii) Provide unrestricted access to the subject property for Impact7G to perform the services; and
- (iii) Provide copies of any previously-completed reports that may be pertinent to this project.

5. **Schedule.** The project will commence immediately upon receipt of the Notice to Proceed ("NTP") from the Client. Impact7G anticipates being able to complete the wetland investigation field work within three weeks for joint application submittal within approximately four weeks of execution of this proposal.

6. **Project Cost, Payment and Termination.** The Client shall pay Impact7G the Lump Sum Cost of Three Thousand and Six Hundred Dollars (\$3,600.00) for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

Tasks	Cost
Wetland Investigation and Reporting	\$3,200
Army Corps Permit Application Preparation/Submittal (Optional)	\$400
Total	\$3,600

Invoices for Impact7G's services will be submitted upon project completion. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. **Work Product.** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site.** The Client agrees that it shall be solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreements with any third parties. The Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

9. **Claims and Disputes.** 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 Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require

a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability.** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$10,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorneys Fees.** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment.** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

Civil Design Advantage

Impact7G, Inc.

Accepted by: _____

Principal: *Jeromy Pribil*

Printed/
Typed Name: _____

Printed/
Typed Name: Jeromy Pribil

Title: _____

Date: 7/27/17

Date: _____

Proposed Project Area (30" yellow line within cross-hatched area)



Exhibit "E"

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Phase 1 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than specified
- Wetland Mitigation Services
- Monitoring of a Storm Water Pollution Prevention Plan (SWPPP)
- Submittal/Permitting Fees
- Subdivision Platting
- Site Plan Preparation
- Traffic Studies
- Structural Engineering
- Significant/Global Slope Stability Design
- Technical Specification Preparation (Refer to SUDAS)
- Franchise Utility Design
- Color Renderings
- Construction Related Services
- Attendance at Pre-Construction Meeting
- Shop Drawing Review
- Construction Staking
- Construction Administration
- Construction Observation
- Extra Service items identified within sub-consultant agreements

Exhibit "F"
Deer Creek Trunk Sewer Extension

Estimate of Hours by Task/Employee Classification

	Principal	Project Manager	Project Engineer	Design Technician	Quality Control	Construction Observer	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
<u>Design Phase Services</u>										
Task 1 - Supplemental Topographic Survey							24			\$3,600
Task 2 - Soils Investigation									\$23,700	\$23,700
Task 3 - Joint Application Form Preparation		2	6							\$818
Task 4 - Wetland Delineation									\$3,600	\$3,600
Task 5 - Existing Utility Information			4	8						\$1,136
Task 6 - Preliminary Sanitary Sewer Alignment (Prelim Design)		24	32	8			16			\$9,576
Task 7 - Construction Drawing Preparation (Final Design)		80	190	190	24					\$49,392
Task 8 - Permanent/Temporary Sanitary Sewer Easement Plat				16						\$1,600
Task 9 - Limited Streambank Stabilization		4	16	8	2					\$2,928
Task 10 - Estimated Construction Costs		8	16							\$2,600
Task 11 - Specifications/Advertisement/Plan Distribution		16						24		\$3,760
Task 12 - Construction Letting		2	2							\$482
									Design Phase Expenses	\$1,500
									Design Phase Total	\$104,692