

# CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

## NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing

THIS AGREEMENT is made and entered into this 6th day of March, 2023, 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 of the following project:

NW 36<sup>th</sup> Street Asphalt Resurfacing – NW Weigel Drive to NW Irvinedale Drive  
Hot Mix Asphalt (HMA) resurfacing on NW 36<sup>th</sup> Street from NW Weigel Drive to NW Irvinedale Drive.

and

NW Weigel Drive Resurfacing to NW 36<sup>th</sup> Street  
Hot Mix Asphalt (HMA) resurfacing on NW Weigel Drive from NW 18<sup>th</sup> Street to NW 36<sup>th</sup> Street.

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

WHEREAS the Consultant is willing to perform such 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, Urbandale, 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 design of HMA resurfacing on NW 36<sup>th</sup> Street from NW Weigel Drive to NW Irvinedale Drive and on NW Weigel Drive from NW 18<sup>th</sup> Street to NW 36<sup>th</sup> Street. This Contract covers the design of the resurfacing and preliminary roadway design associated with the ultimate build-out of NW 36<sup>th</sup> Street from NW Weigel Drive to NW Irvinedale Drive and the ultimate build-out of NW Weigel Drive from NW 18<sup>th</sup> Street to NW 36<sup>th</sup> Street project. This Contract does not include any construction related services; however, these can be added by addendum.

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 PDF of the preliminary, check and final plans and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, five (5) copies of final plans and front-end documents shall be provided by the Consultant to the Owner at the final submittal.
- 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 design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant 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 – Topographic Survey/Existing Right-of-Way Establishment

The Consultant shall acquire survey data to support the preliminary designs for the project. The field survey shall include the roadway corridors as depicted within Exhibits B. Surface features, break lines, trees greater than 4” in diameter, utility poles and adjacent streets shall be located for the topographic survey. LIDAR (Light Detection and Ranging) contours shall be utilized for areas outside of the roadway rights-of-way. Elevations on a 50-foot grid will be acquired and contours drawn to 1-foot contour grid. Utility information will be shown from field locates and mapping. The Consultant shall acquire right-of-way information to support the re-establishment of the existing right-of-way on NW 36<sup>th</sup> Street and on NW Weigel Drive.

##### Task 2 – Existing Utility Information/Coordination

If available, as-built plans for area improvements shall be provided by the Owner to verify municipal utility locations. The Consultant plans to coordinate with existing franchise utility providers and will meet with them up to three (3) times during the design portion of the project. The topographic survey of existing municipal and franchise

utilities was completed under a separate agreement between the Owner and the Consultant.

Task 3 – Joint Application Preparation

The Consultant shall prepare one joint application for the two roadway corridors to be submitted to the Army Corps of Engineers and Iowa DNR. Joint application shall support the possible extension of the box culvert under NW 36<sup>th</sup> Street. If additional review is needed (wetland delineation or other), CDA will prepare a contract addendum for these services.

Task 4 – Preliminary Roadway Design (NW 36th Street)

The Consultant shall prepare preliminary roadway plans for NW 36<sup>th</sup> Street from NW Weigel Drive to NW Irvinedale Drive. Preliminary plans shall include plan alignment and profile of the ultimate roadway section through this portion of NW 36<sup>th</sup> Street. Intent is to determine approximate future elevations at the right-of-way line and develop a preliminary “needs line” along the project corridor.

Task 5 – Preliminary Roadway Design (NW Weigel Drive)

The Consultant shall prepare preliminary roadway plans for NW Weigel Drive from NW 18<sup>th</sup> Street to NW 36<sup>th</sup> Street. Preliminary plans shall include plan alignment and profile of the ultimate roadway section through this portion of NW Weigel Drive. Intent is to determine approximate future elevations at the right-of-way line and develop a preliminary “needs line” along the project corridor.

Task 6 – HMA Resurfacing Construction Drawing Preparation (Preliminary Plans)

Utilizing the previously prepared field survey data, the Consultant shall prepare construction drawings for the proposed improvements. The Consultant shall prepare construction drawings for approximately 4000 lineal feet of NW 36<sup>th</sup> Street from NW Weigel Drive to NW Irvinedale Drive and approximately 5,280 lineal feet of NW Weigel Drive from NW 18<sup>th</sup> Street to NW 36<sup>th</sup> Street.

Plan sheet layout (and approximate sheet count) shall generally consist of the following:

- Title Sheet (1)
- Details and Typical Sections (3)
- Tabulations of Project Quantities and General Notes (5)
- Plan Sheets (12)
- Survey Reference Information (2)
- Traffic Control/Staging Sheets (4)
- Striping & Permanent Signage Sheets (4)

The Consultant shall coordinate with any planned development of adjacent properties to the roadway corridor for utility services, driveways, streets, etc. Preliminary plans and cost estimate shall be prepared and submitted to the Owner to support the intended letting schedule for the project.

Task 7 – HMA Resurfacing Construction Drawing Preparation (Check Plans)

Once preliminary plan comments are received from the Owner, the Consultant shall proceed with preparation of check plans.

The Consultant shall review the previously prepared geotechnical report and incorporate applicable recommendations into the plans.

Upon completion of check plans, the Consultant shall submit the plans and cost estimate to the Owner for review.

The Consultant shall prepare an “initial” Storm Water Pollution Prevention Plan (SWPPP) for the project utilizing the Owner’s template and submit the Notice of Intent and General Permit #2 to the Iowa DNR. The Owner shall be responsible for implementation/monitoring.

The Consultant shall continue to coordinate with franchise utility providers along the corridor for utility relocations, if necessary.

Task 8 – HMA Resurfacing Construction Drawing Preparation (Final Plans)

Once the Consultant receives check plan comments from the Owner, the Consultant will proceed with final plan preparation.

Final plan sheet layout shall generally consist of the following:

- Title Sheet (1)
- Details and Typical Sections (3)
- Tabulations of Project Quantities and General Notes (5)
- Plan Sheets (12)
- Survey Reference Information (2)
- Traffic Control/Staging Sheets (4)
- Striping & Permanent Signage Sheets (4)

Consultant shall provide 3-D linework/breakline data in digital AutoCAD format for the contractor’s use in bidding and machine control grading operations (if applicable) with the understanding that the Consultant will require the contractor to sign an electronic file transfer agreement prior to transmittal.

Task 9 – Front End Contract Documents/Project Manual Preparation

The Consultant shall prepare front end contract documents (project manual) utilizing the Owner's template for use in the bidding process. Front end contract documents shall utilize Owner provided contract, instructions, bond, supplementals and any special requirements. Technical specifications shall Iowa Statewide Urban Design and Specifications (SUDAS).

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 prepared for the preliminary, check, and final design plan turn-ins. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

Task 11 – Bidding Services

The Consultant shall provide services for the public bidding of the proposed improvements. This shall include plan distribution utilizing QuestCDN, preparation of a plan holder's list, and preparation of any necessary addendums. The Consultant is aware that any plan deposits shall be fully refundable upon return of any plans distributed to contractors.

Task 12 – Bid Letting Services

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

Task 13 – Geotechnical 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 be accomplished for the roadway corridor as shown in Exhibit B.

**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 of the NW 36<sup>th</sup> Street Asphalt Resurfacing – NW Weigel Drive to NW Irvinedale Drive and NW Weigel Drive Asphalt Resurfacing – NW 18<sup>th</sup> Street to NW 36<sup>th</sup> Street project by Fall/Winter 2023, bid the project in late Fall or early Winter 2023, and construct the project during the 2024 construction season.

Following is a general timeline for the HMA plans anticipated for the project:

Preliminary Plans	March – May 2023
Check Plans	June – August 2023
Final Plans	September 2023
Letting	November 14, 2023

The schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule delays outside of their control, including but not limited to access to project site, unanticipated site conditions, weather, etc.

## **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 the 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 \$ 218,864 (two hundred eighteen thousand eight hundred sixty-four and no/100 dollars). Refer to Exhibit D 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 on Owner’s form.

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 thirty (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 Owner. 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 Owner 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 shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x 17". The Consultant shall also provide CAD file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs (curb stops).
2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
3. All right-of-way lines, property lines, existing easement lines, and proposed easement lines per original scope of boundary and topographic survey.
4. Streetlight poles, traffic signal poles, controller cabinets, handholes, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

**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 shall 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

CONSULTANT  
CIVIL DESIGN ADVANTAGE



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Mark E. Holm, Mayor

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Gary L. Reed, P.E.  
President

ATTEST:

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Michelle Yuska, City Clerk

Exhibit "A"

**Standard Fee Schedule  
2022-2023  
Civil Design Advantage, LLC**

<b><u>Classification</u></b>	<b><u>Billing Rate</u></b>	<b><u>Unit</u></b>
Principal / Senior Engineer	\$198 /	hour
Principal / Senior Land Surveyor	\$198 /	hour
Senior Engineer	\$189 /	hour
Engineer 8	\$172 /	hour
Engineer 7	\$161 /	hour
Engineer 6	\$149 /	hour
Engineer 5	\$138 /	hour
Engineer 4	\$126 /	hour
Engineer 3	\$114 /	hour
Engineer 2	\$102 /	hour
Engineer 1	\$94 /	hour
Senior Technician	\$147 /	hour
Technician 8	\$134 /	hour
Technician 7	\$124 /	hour
Technician 6	\$113 /	hour
Technician 5	\$104 /	hour
Technician 4	\$93 /	hour
Technician 3	\$81 /	hour
Technician 2	\$70 /	hour
Technician 1	\$58 /	hour
Senior Project Manager	\$184 /	hour
Project Manager 8	\$171 /	hour
Project Manager 7	\$155 /	hour
Project Manager 6	\$147 /	hour
Project Manager 5	\$139 /	hour
Project Manager 4	\$129 /	hour
Administrative 3	\$92 /	hour
Administrative 2	\$71 /	hour
Administrative 1	\$48 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.75 /	sheet
Plots (Color)	\$35 /	sheet
Mylar Plots	\$15 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page

# HMA Overlay

NW 36th Street - Weigel to Irvinedale

Exhibit "B"

NW 36th Street  
Approx. Project Limits

NW 36th St

NW 36th St

NW 26th St

R56

NW 19th St

NW Weigel Dr

NW Irvinedale Dr

NW Irvinedale Dr

NW 30th St

NW 29th St

Google Earth



1000 ft



# HMA Overlay

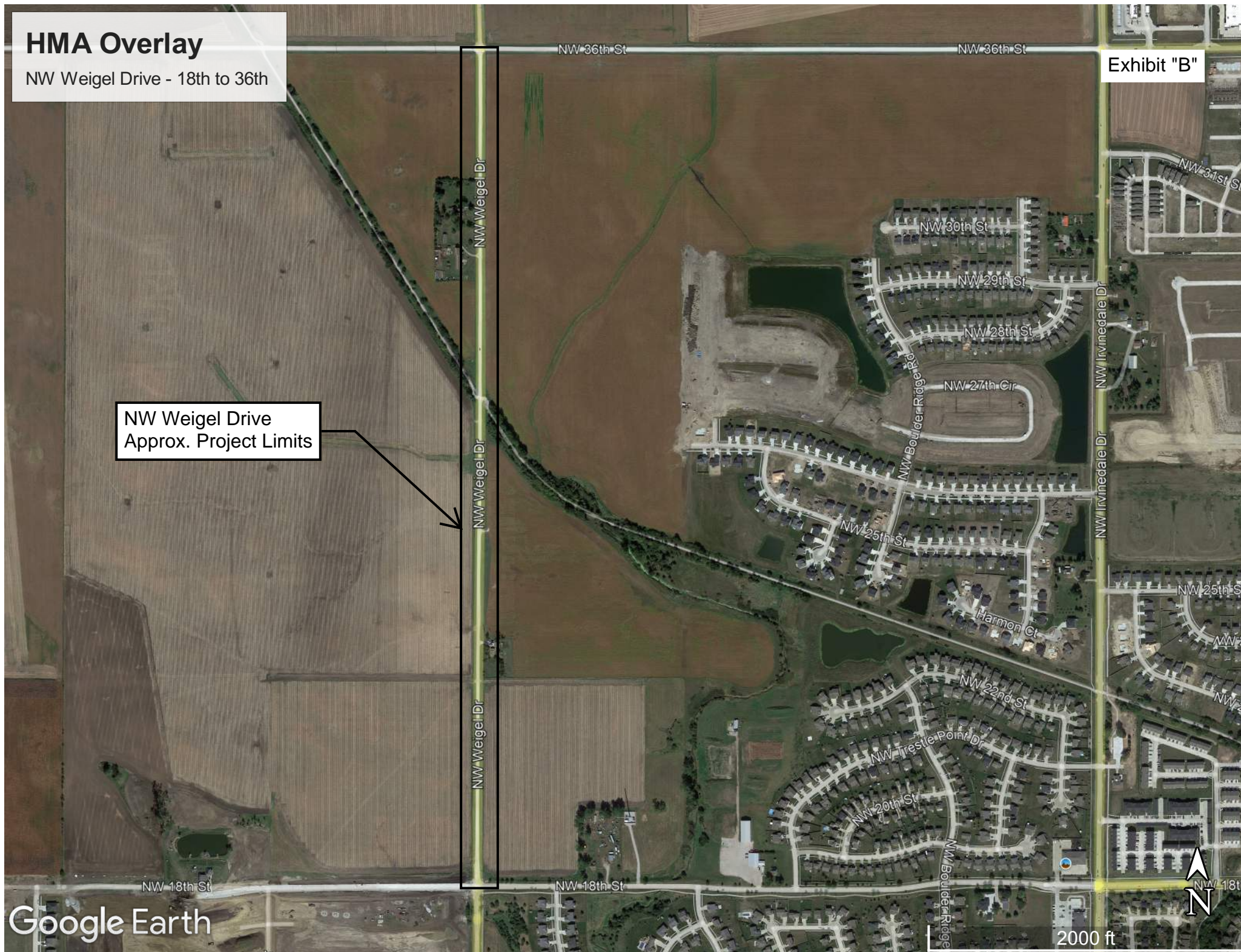
NW Weigel Drive - 18th to 36th

Exhibit "B"

NW Weigel Drive  
Approx. Project Limits

Google Earth

2000 ft



## **Exhibit 'C'**

### **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:

- Wetland Delineation/Mitigation Services
- Phase 1/2 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than noted in scope
- Revisions/Monitoring of the Storm Water Pollution Prevention Plan (SWPPP)
- Subdivision Platting
- Separate Site Plan Preparation
- Traffic Engineering/Studies
- Ultimate roadway design (ultimate cross section)
- Submittal/Permitting Fees
- Structural Engineering
- Technical Specification Preparation (Refer to SUDAS)
- Franchise Utility Design
- Storm/Sanitary/Water Design
- Color Renderings
- Easement Document Preparation
- Relocation Assistance
- Preconstruction Meeting
- Construction Services
- Construction Staking
- Construction Administration
- Construction Observation



## Exhibit 'D'

### Estimate of Hours by Task/Employee Classification

	Principal/ Proj. Mngr.	Land Surveyor	Project Engineer	Design Technician	CADD Operator	Construction Observer	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Task 1 - Topographic Survey/Existing ROW Establishment	4	8	16				160			\$34,196
Task 2 - Existing Utility Information / Coordination	8		20				2			\$4,778
Task 3 - Joint Application Preparation	8		16					2		\$3,968
Task 4 - Prelim Roadway Design (NW 36th Street)	24		80	80	40		4			\$30,724
Task 5 - Prelim Roadway Design (NW Weigel Drive)	40		120	120	80					\$47,520
Task 6 - HMA Resurfacing Construction Drawing Preparation (Preliminary Plans)	25		45	60	15			3		\$20,534
Task 7 - HMA Resurfacing Construction Drawing Preparation (Check Plans)	40		70	90	20			4		\$31,382
Task 8 - HMA Resurfacing Construction Drawing Preparation (Final Plans)	15		25	30	5			1		\$10,848
Task 9 - Front End Contract Documents/Project Manual Prep.	24		40					4		\$10,616
Task 10 - Estimated Construction Costs	8		16					4		\$4,104
Task 11 - Bidding Services	4		4					16	\$750	\$3,178
Task 12 - Bid Letting Services	4		4					2		\$1,476
Task 13 - Geotechnical Investigation	2		2				2		\$12,500	\$13,540
								Subtotal		\$216,864
								Estimated Expenses		\$2,000
								Total		\$218,864

\* No construction phase services are included with this fee estimate