



PROFESSIONAL SERVICES AGREEMENT

For

**City of Bloomfield
SRF Sponsored Project
Design, Bidding and Construction Services**

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THIS **AGREEMENT** is between THE CITY OF BLOOMFIELD, IA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT is pursuing Sponsored Project funding from the State Revolving Fund (SRF) to incorporate stormwater best management practices (BMPs) within the local watershed and has selected the COMPANY to perform design, cost estimating, bidding assistance, and construction observation services based on the grant application which has been approved by the SRF program for an anticipated \$765,209. The design services will develop the selected concepts noted below that were proposed in the grant application, in the form of engineered plans and specifications that can be bid by multiple bidders. COMPANY will assist the CLIENT in implementing a competitive bidding process and make a recommendation for award to the lowest responsive responsible bidder. COMPANY will provide construction observation services to inspect key milestones of the construction process. COMPANY will assist the CLIENT in complying with the rules and guidelines of the SRF program. Services for the following elements outlined in the grant application are included:

- 1.1.1 E Locust Street – Permeable Pavers
- 1.1.2 E Locust Street – Bioretention BMPs in one location on Davis Co. CSD property
- 1.1.3 Davis Street – Bioretention BMPs in one location on a City Owned Lot
- 1.1.4 Soil Quality Restoration Grant Program Framework

Details on the scope of the project are included in Section 2.0 of this services agreement.

1.2 Design Criteria/Assumptions

The services provided by COMPANY under this agreement are only for the locations identified in the formally filed and approved application packet and must improve water quality in the watershed in which the publicly owned wastewater utility is located.

Design of the Best Management Practices (BMPs) will be completed in collaboration with IDALS, NRCS, IDNR, and other partner entities as appropriate and required by SRF. BMP designs will follow the guidelines of the Iowa Stormwater Management Manual (ISWMM) or NRCS and use SUDAS design standards and specifications where applicable.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services for the elements 1.1.1 to 1.1.3 listed above:

2.1 Project Management and Administration

- 2.1.1 Develop Project Instructions, Schedule, Detailed Work Plan and Scope
Prepare written instruction for consultant staff, providing background, names of contacts, communications procedures, responsibilities, schedule and budget

information and other important elements for the project. Establish a detailed project scope and project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

2.1.2 Coordination with City

Maintain communications with the CLIENT. Meet with City staff to review progress and to discuss specific elements of the project, as necessary. Prepare minutes of meetings and keep documentation of other communications. A Sponsored Project initiation meeting with SRF and City staff and up to three (3) design review meetings are anticipated and included in this scope of services. It is assumed that meetings will be held in person in Bloomfield. For budgeting purposes, it is assumed the meetings will be attended by one (1) staff member of the COMPANY. The following meetings are included with the scope of work:

- Sponsored Project Initiation - one (1) meeting
- Conceptual Design Phase - one (1) meeting
- Preliminary Plan Phase - one (1) meeting
- Check Plan Phase - one (1) meeting

2.1.3 Sponsored Project Coordination

Maintain communications with Iowa SRF Sponsored Project technical advisor and project manager. Coordinate required meetings, submittals, design review and approval milestones, and documentation for the Sponsored Project.

2.1.4 Project Management, Monitoring, and Progress Reports

Coordinate with the design team and the CLIENT regarding project activities, meetings, and deliverables. Maintain the system for monitoring progress and expenditures to allow monthly tracking by task. This includes the preparation and submission of monthly invoicing and progress reports.

2.1.5 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan. Formal quality control reviews will be completed at the Preliminary and Check Plan Design phases of the project.

2.2 Public Involvement

2.2.1 Communication Plan

Prepare a public communication plan that will include presenting at city council meetings and a public information meeting. Work with the CLIENT to ensure that the public is appropriately notified, and the meetings are conducted. Maintain a project contact list provided by the CLIENT and update it as necessary to include local officials, agencies, funding partners, and interested parties.

2.2.2 City Council Meetings

Attend up to two (2) City Council meetings to update the council and the public on progress of the project and gather information on the concerns, priorities, and

specific issues of the CLIENT, adjacent property owners, and other affected parties. For budget purposes, it is anticipated that the meetings will be attended by one (1) staff member of the COMPANY. The CLIENT will be responsible for reserving an appropriate meeting facility and notifying the public of the meetings.

2.2.3 Individual Property Owner Meetings

Conduct meetings with individual property owners to address issues of specific concern to properties adjacent to the project. This will include specific discussions about access issues, easement needs, and other issues related to specific parcels. Prepare documentation of oral and written communications. For budget purposes, it is anticipated that up to two (2) meetings will be attended by one (1) staff member of the COMPANY with a representative of the CLIENT present at each meeting.

2.3 Data Collection

2.3.1 Soils Investigation

Soils investigation for the proposed project area will be completed by a sub-consultant to the CLIENT. COMPANY will coordinate work and communicate with the sub-consultant, including establishing the schedule and reviewing deliverables. Soils investigation tasks to be provided by the sub-consultant include:

- Determine existing soil characteristics at the proposed BMP locations listed in 1.1.1 through 1.1.3
 - soil texture and corresponding hydrologic soil properties
 - soil infiltration rate
- Determine depth to seasonal high groundwater elevation

2.3.2 Survey and Mapping

Survey tasks for the proposed project area will be completed by a sub-consultant to the COMPANY. COMPANY will coordinate work and communicate with the sub-consultant, including establishing the survey schedule and budget and reviewing survey deliverables. Survey deliverables to be provided by the sub-consultant include:

- Horizontal and vertical control for the project
- Topographic survey
- Utility survey
- Right-of-Way survey
- Existing easement identification and delineation
- Project Base Map in AutoCAD

2.3.3 Utility Coordination

Coordinate with representatives of the various utility companies during design of the project. This may include a utility coordination meeting to discuss the nature and extent of the project improvements, schedule, potential conflicts, and overall project coordination. Prepare the agenda, exhibits, and meeting minutes necessary to conduct the meeting. Budgeted effort has been based on actual meeting time,

preparation, and documentation as well as time for general communication and coordination with the utilities.

2.3.4 Environmental Review

Complete a desktop environmental review of the each of the 3 sites listed in 1.1.1 through 1.1.3 to assess if a contamination risk is likely present. This desktop review will include a review of historical records and applicable regulatory records. The historical record will include a review of Sanborn maps and aerial imagery and the regulatory records review will include online records and requested documentation, as warranted based on what is identified in the site's history. A memo summarizing the findings of these reviews will be completed and delivered to CLIENT. If a more detailed investigation is needed, it can be provided under a separate agreement.

Environmental samples may be needed to further assess environmental impact on this site. If this is the case, sample collection will be completed during the field activities of the Soil Investigation and may include soil sample collection and analysis for the following compounds: volatile organic compounds, total extractable hydrocarbons, RCRA metals, and polycyclic aromatic hydrocarbons. Upon receipt of the analytical results, a memo summarizing any elevated reported concentrations will be completed and delivered to CLIENT. Findings from these assessments will be included in final design documentation, as needed.

2.4 Concept Design

2.4.1 Concept Design

Prepare a concept design of the stormwater BMPs listed in 1.1.1 through 1.1.3. Analyze the hydrology and hydraulic conditions and layout the proposed stormwater practices to infiltrate, filter, or otherwise manage the Water Quality Volume, at a minimum, per Iowa DNR/SRF standards for Sponsored Projects. Prepare preliminary design calculations to determine the sizing of practices. Create schematic plan view and typical details for the proposed improvements. Submit design concept for SRF approval.

2.4.2 30% Design Deliverables

Produce 11"x17" Concept Design (30%) Plans and a schematic opinion of probable construction cost, to be delivered to the CLIENT, SRF project manager, and SRF technical reviewer. Receive review comments within 30 days of submittal from the CLIENT and Sponsored Project partners to be addressed in Preliminary Design.

2.5 Preliminary Design

2.5.1 Preliminary Design

Further the design to develop preliminary typical sections and details, quantities, grading, stormwater, landscape, staging, removals and restoration plans and specifications incorporating decisions made with the CLIENT and project partners during the Conceptual Design review. Prior to submittal to the CLIENT, review the preliminary plans and specifications for technical accuracy, as well as for general

constructability and conformance with the project design criteria. Prepare preliminary opinion of probable construction cost.

2.5.2 SRF Design Review Checklists

Complete SRF Design Review Checklists for submittal with preliminary plans. The checklists are required submittals which document specific design calculations and requirements have been met.

2.5.3 Preliminary Design Deliverables

Produce 11"x17" Preliminary Design (60%) Plans, completed Design Review Checklists, and preliminary opinion of probable construction cost, to be delivered to the CLIENT, SRF project manager, and SRF technical reviewer. Receive review comments within 30 days of submittal from the CLIENT and Sponsored Project partners to be addressed in Final Design.

2.6 Preparation of Easement Plats and Legal Descriptions

2.6.1 Easement Plat

Preparation of one easement document for the BMP on Davis Co. CSD property. The plat and legal descriptions shall comply with the requirements of the Iowa Code. This task also includes public record research, field search, and traversing computations. Acquisition of the required permanent and temporary easements shall be by the CLIENT in accordance with the applicable requirements and shall occur prior to the bid period. CLIENT will negotiate for the easements with the property owners, obtain appraisals if necessary, and prepare legal documents. All communication with property owners regarding easements shall be by the CLIENT.

For the purpose of this agreement, the number of acquisition plats is zero (0), the number of permanent easement plats is one (1) and the number of temporary easement descriptions is three (3).

2.7 Final Design

Final design builds on information developed throughout preliminary design and includes preparation of the final set of drawings, including final details, detailed notes, and dimensioning, as well as completing the stormwater pollution prevention plan (SWPPP), project manual, and specifications. COMPANY will perform the following services as part of Final Design:

2.7.1 Title Sheets

The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Title, and other pertinent information.

2.7.2 General Notes

This item consists of compiling standard and special general notes and specifications necessary for bidding and construction of the project elements.

2.7.3 Construction Staging Plan

This item includes final design and drafting of the construction staging plans.

- 2.7.4 Reference Ties and Benchmarks
This item consists of assembling reference ties to the plan control points and the benchmark data. This information will be used to develop the plans and are required to be preserved throughout construction of the project.
- 2.7.5 ROW and Easement Plans
This item includes drafting of the easements obtained by the CLIENT on the plans.
- 2.7.6 Estimate and Table of Quantities
This item consists of final bid items to be included in the project as well as final quantity tabulations and the development of the estimate reference information.
- 2.7.7 Typical Sections and Details
This item consists of final design and drafting of typical sections and details to be utilized for the improvements.
- 2.7.8 Removal Plans
This item consists of final design and drafting of the removal items necessary for the proposed improvements.
- 2.7.9 Stormwater BMP Plans and Profiles
This item consists of final design and drafting of storm water quality (BMP) facilities, storm sewers, storm sewer inlets, manholes, open ditches, and all other stormwater BMP related facilities on the project.
- 2.7.10 Grading Plans
This item consists of final design and drafting of grading and surface-related items. This includes finalizing the proposed surface and preparation of any special details wherever plans and typical details do not adequately convey the design intent of a particular element.
- 2.7.11 Erosion Control and SWPPP
This item consists of final design and drafting of the erosion control plans as well as development of the SWPPP. In addition to plan sheets, deliverables include formal SWPPP document and standard NPDES appendices (two hard copies: one for contractor, one for CLIENT, and an electronic pdf). Item also includes preparation of NPDES #2 "Notice of Intent" permit application for submittal by CLIENT. Permit fees will be paid by CLIENT.
- 2.7.12 Landscape Plans
This item consists of the final design and drafting of the work area landscape restoration and planting plan, specifically for the BMPs and within the non-paved right-of-way of the project area.
- 2.7.13 Project Manual
This item consists of preparation of a Project Manual including Notice to Bidders, Instructions to Bidders, SRF-required Front-End Documents, Proposal Form, General Conditions, Special Provisions, and Technical Specifications not covered by SUDAS.

2.7.14 BMP Maintenance Plan

Prepare maintenance plans for each BMP to be constructed, as required by the SRF Sponsored Projects program.

2.7.15 Final Design Review and Deliverables

Prior to submittal to the CLIENT, review the plans and specifications for technical accuracy, as well as for general constructability and conformance with the project design criteria. Prepare estimated opinion of probable construction cost and submit up to three (3) copies of the plans, project manual, and maintenance plan to the CLIENT for review and comment. Following receipt and disposition of CLIENT review comments, submit electronic (PDF) copies of the pre-bid plans, project manual, and maintenance plan to the SRF Project Manager and SRF Technical Reviewer. Receive and address review comments from Sponsored Project partners on the pre-bid documents. Complete final bid documents and submit to SRF Project Manager and SRF Technical Reviewer for concurrence and eligibility letter prior to bidding.

2.8 Bidding Services

Provide final bidding documents to the CLIENT to conduct bidding services for the construction of the project. One formal project letting is included in this scope of services. The following items will be completed by the COMPANY:

- 2.8.1 Assist in the preparation of the formal Notice of Hearing and Letting. Publication and costs shall be borne by the CLIENT.
- 2.8.2 Print drawings, specifications, and contract documents for distribution to prospective bidders for the project, anticipated to be 10 sets of documents.
- 2.8.3 Furnish copies of drawings, specifications, and contract documents to prospective bidders and other interested parties. Maintain a plan holders list during the bidding phase.
- 2.8.4 Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period.
- 2.8.5 Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
- 2.8.6 Attend the bid opening.
- 2.8.7 Prepare a bid tabulation and distribute to the CLIENT and all plan holders.
- 2.8.8 Assist the CLIENT in evaluating bids, coordinating with funding agencies, and recommending award of the construction contract.
- 2.8.9 Prepare construction contract documents and submit to contractor for completion.
- 2.8.10 Review and submit the executed contract documents to the CLIENT for approval.

2.9 Construction Administration

2.9.1 Project Management

Provide on-going project management for the duration of the construction phase of the project, including coordination with CLIENT and project partners. Construction of this project is anticipated to take sixteen (16) weeks from award to final completion by the Contractor.

2.9.2 Preconstruction Meeting

Coordinate a preconstruction meeting after award of the construction contract for the project. COMPANY shall take and distribute minutes to attendees. It is anticipated that two (2) staff members of the COMPANY will attend the meeting.

2.9.3 Submittals

COMPANY shall review acceptability of the Contractor's submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. COMPANY's review shall be conducted with reasonable promptness while allowing sufficient time in COMPANY's judgment to permit adequate review. COMPANY shall not be responsible for any deviations from the Construction Documents not brought to the attention of the COMPANY in writing by the Contractor. COMPANY shall not be required to review partial submissions or those for which submissions of correlated items have not been received. COMPANY shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by law, rules, regulations, ordinances, codes, orders, or the Plans.

2.9.4 Plan Interpretation/Extra Work Orders

COMPANY shall issue necessary interpretations and clarifications of the Plans and in connection therewith, prepare extra work orders as required.

2.9.5 Site Visits

Senior Staff of the COMPANY shall make visits to the site at intervals appropriate to the various stages of construction, as COMPANY deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, COMPANY shall endeavor to determine, in general, if such work is proceeding in accordance with the Plans, and COMPANY shall keep CLIENT informed of the progress of the work. It is estimated that two (2) site visits will be required involving one (1) senior staff member for this effort. The purpose of the Senior Staff's visits to the site will be to enable COMPANY to better carry out its duties and responsibilities during the construction phase, and to provide for CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Plans and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor. Such visits by the Senior Staff of COMPANY are not to be construed as part of the observation duties of the on-site observation personnel defined in Construction Observation.

2.9.6 Partial Pay Estimates

COMPANY shall determine the amounts owing to the Contractor and submit pay vouchers to CLIENT in such amounts. Such recommendations of payment will

constitute a representation to CLIENT, based on such observations and review that the work has progressed to the point indicated, and that, to the best of COMPANY's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit price work, COMPANY's recommendation of payment will include determination of quantities and classification of such work.

2.9.7 Final Field Review and Project Close-Out

COMPANY shall conduct a field review with CLIENT to determine if the work is substantially completed. It is anticipated that one (1) staff member will attend the field review. COMPANY and CLIENT staff will prepare a punch list for the Contractor. COMPANY may recommend, in writing, final payment to the Contractor and may give written notice to CLIENT and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.

2.9.8 Record Drawings

COMPANY will prepare construction record drawings defining the actual location of improvements and fixture, showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. COMPANY shall provide CLIENT with one (1) hard copy in 11" x 17" format and one (1) electronic copy of the record drawings in PDF or similar format.

2.10 Construction Observation

COMPANY will provide one part-time Resident Observer throughout the construction period. Up to 96 hours (excluding travel time) are anticipated and budgeted for part-time resident observation of the work, assuming an average of 6 hours of individual staff time per week the Contractor is on site, assumed to be 16 weeks. Should the construction period extend beyond the specified time frame, the Resident Observer services shall be subject to negotiation. Resident Observer's responsibilities include the following:

- Observe the progress and quality of the work.
- Determine if the work is proceeding in general conformance with the intent of the contract documents, soliciting input from the COMPANY as required.
- Review Contractor's construction schedule and updates for general compliance with the intent of the Contract Documents, soliciting input from the COMPANY as required.
- Conduct progress meetings (estimate 2 meetings for budgetary purposes) and distribute minutes.
- Answer Contractor questions.
- Prepare site visit logs, take photos, and prepare monthly status reports to document the progress of the work.
- Review progress with CLIENT representatives.
- Log clarification requests, submittals, and contract modifications.
- Coordinate the work of laboratories in the inspection and tests of materials and equipment used in construction and receive and evaluate reports by such laboratories.
- Compile Contractor's as-built markups to prepare record drawings.

COMPANY will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing with the CLIENT and the COMPANY, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the COMPANY, as an experienced professional firm, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on this general observation, COMPANY will keep CLIENT informed about the progress of the work and shall endeavor to guard CLIENT against deficiencies in the work. If CLIENT desires more extensive project observation or full-time project representation, CLIENT shall request that such services be provided by COMPANY as additional services in accordance with the terms of this agreement. Nothing in this Agreement shall be construed to mean the COMPANY will guarantee any Contractor's faithful performance of his/her contract with CLIENT.

COMPANY will not supervise, direct, or have control over the Contractor's work nor have any responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor nor for the safety precautions or programs in connection with the work. These rights and responsibilities are the solely of those of the Contractor in accordance with the Contract Documents. COMPANY is not responsible for acts or omissions of the Contractor, subcontractor, entity performing any portions of the work, or agents or employees of them. COMPANY does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to perform the work in accordance with the Contract Documents or applicable laws, codes, rules, or regulations.

The CLIENT agrees to employ COMPANY to perform the following services for the elements 1.1.4 listed above:

2.11 Soil Quality Restoration (SQR) Grant Program Framework

2.11.1 Obtaining information on peer community SQR programs

The COMPANY will research up to 5 other communities to obtain information on their SQR programs, and where possible, interview City Staff responsible for those programs to determine their level of public participation, challenges of each program and recommendations for forming a new program.

2.11.2 Writing Draft and Final Program Recommendations Memoranda

The COMPANY will assimilate the information gathered in 2.11.1 with their professional knowledge of SQR in other locations and write a technical memorandum outlining programmatic options available to the CLIENT. The memorandum will also include key recommendations for the CLIENT to consider in forming an SQR program. The recommended program will be sized based on the budget remaining after the construction of the BMPs listed in 1.1.1 through 1.1.3. A draft memorandum will be followed up with a final version, in response to CLIENT comments.



2.11.3 Program Materials and Outreach Plan

The COMPANY will follow task 2.11.2 with a set of editable materials the City can use to implement an SQR program, to include the following:

- Outreach materials for local landscaping firms
- Outreach materials for the public
- An application form to be used by the public in applying to the City’s new SQR program
- A project checklist that can be used by City Staff to ensure all key elements of a SQR project have been satisfied

2.11.4 SQR Program Review after 12 months

The COMPANY will review the CLIENTs SQR program after approximately one year, at the CLIENTs prompting, to determine its effectiveness and make recommendations for potential modifications moving forward. It is expected that the CLIENT will provide data to the COMPANY on the SQR program for its analysis, such as number of applications, project costs, etc. The COMPANY will visit each of the completed projects to review their effectiveness (assuming up to 20 locations).

3.0 Deliverables and Schedules Included in this Agreement

Survey and Soils Investigation	4 weeks from NTP
30% Design Deliverables	4 weeks from receipt of survey/soils data
Preliminary Design Deliverables	4 weeks from receipt of 30% review comments from CLIENT and SRF
Pre-Bid Design Deliverables	4 weeks from receipt of 60% review comments from CLIENT and SRF, and confirmation of necessary easement(s)
Final Bid Documents	2 weeks from receipt of pre-bid review comments from CLIENT and SRF
Bidding	Schedule TBD based on SRF Approvals
Construction Services	Anticipated as 16 weeks, but Schedule TBD based on General Contractor
Draft Memorandum for SQR Program	6 weeks from substantial completion of each of the projects listed in 1.1.1 through 1.1.3
Final Memorandum for SQR Program	2 weeks from receipt of comments from CLIENT and SRF on draft memorandum
Program Materials for SQR Program	8 weeks from Final Memorandum for SQR Program
SQR Program Review	Approximately 12 months after implementation of CLIENTs rollout of SQR Program, at the CLIENTs prompting.

This schedule assumes that review comments are received from CLIENT and the SRF project partners within thirty (30) days of submittal of the documents for review.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

1. Additional funding application assistance.
2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective after the date of this agreement.
3. Public outreach/education efforts that may be required by funding agencies.
4. Additional environmental investigations, reports and other technical studies that may be required.
5. Additional preparation of additional right-of-way, permanent easement, or temporary easement acquisition plat documents.
6. Easement negotiations or legal services necessary to obtain title, easement, or right-of-way for any elements of the Project.
7. Packaging of the Project into contracts and bid lettings/negotiations in number greater than one single contract.
8. Assistance in legal and regulatory actions.
9. Visits to the construction site more than the number of such trips and associated time set forth in the Scope of Services.
10. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) default by any Contractor, and (4) failure of the Contractor to complete the work within the construction contract time.
11. Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.
12. Material testing and certification services.
13. Construction staking.
14. Assistance in legal and regulatory actions.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Soils investigation and survey for the proposed project area will be completed by sub-consultants to the COMPANY. SRF project partners shall provide technical assistance and design review.

6.0 Client Responsibilities

- 6.1 Designate a person to act as the CLIENT'S representative with respect to the services to be rendered under this agreement. Such person shall have authority to

transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to COMPANY'S services for the Project.

- 6.2 Assist COMPANY by placing at COMPANY'S disposal all available information pertinent to the Project including previous reports, plans, specifications, shop drawings, test results and other data relative to design or construction of the Project.
- 6.3 Arrange for access to and make all provisions for the COMPANY to enter upon public and private property as required for the COMPANY to perform services under this agreement.
- 6.4 Examine all sketches, drawings, memoranda, and other documents presented by the COMPANY; obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto.
- 6.5 Provide copies of all reports, plans, plats, exhibits, and other information of record.
- 6.6 Participate in project design reviews and provide written comments.
- 6.7 Obtain real estate services for the acquisition of easements needed for the project.
- 6.8 Provide legal and accounting services as needed by the project.
- 6.9 Coordinate the appropriate resolutions, public hearings, and notices for the project.
- 6.10 Comply with all rules and guidelines of the SRF program.
- 6.11 Participate in all meetings.
- 6.12 Provide legal and accounting services as needed by the project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be lump sum.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.



7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Retainer

None

7.6 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump Sum fee of \$160,000.00.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed 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.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available



at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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 the COMPANY. The COMPANY'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 the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

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 COMPANY 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 COMPANY 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.

8.14 Attorney's 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 party justly entitled thereto. 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.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' 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 the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT'S failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY 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 COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY 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 COMPANY without COMPANY'S express 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 COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject

to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.



8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42

U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants 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 the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. 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.

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;

- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.30 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the



acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.31 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.28 Intellectual Property Ownership of Tendered Materials

COMPANY retains title and full intellectual property ownership of all tendered documents and materials, including without limitation, analysis methods and equations, calculations, print layouts, layer operational definitions, drawings, models, plans, set of tools, etc. All such documents and materials are considered confidential and CLIENT shall not copy such documentation or materials or disclose them to third parties without COMPANY'S prior written consent. CLIENT shall sign COMPANY'S GEOSPATIAL NONDISCLOSURE AGREEMENT and take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by the COMPANY Geospatial Nondisclosure Agreement and relevant law, CLIENT shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the COMPANY'S analysis, reports, maps, or other products, or attempt to do so.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.



Sincerely,

HR GREEN, INC.

Sandy Pumphrey, PE, CFM, ENV SP

Approved by: _____

Printed/Typed Name: Teresa Stadelmann, PE

Title: Vice President Date: 01/05/2021

THE CITY OF BLOOMFIELD, IA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____