



Professional Services Agreement

Project:	Full ACM Inspection and Hazardous Materials Inventory and Reports		
Property:	Building 1 1600 County Home Road, Sergeant Bluff, IA 51054	Date:	10/15/2021

Client:	Woodbury County		
Contact:	Kenny Schmitz		
Address:	401 8th Street		
City/State/Zip:	Sioux City, Iowa 51101		
Phone:	712-279-6539		
Email:	kschmitz@woodburycountyiowa.gov		

AGREEMENT made this 15th day of October 2021 by and between the service provider, Impact7G, Inc. ("Impact7G") and Woodbury County ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: perform environmental consulting services for the three (3) story Building 1 at the above-referenced property.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Project

Impact7G agrees to complete an Asbestos Containing Material (ACM) Survey and Hazardous Materials Inventory in accordance with federal, state, and local regulations for the above-referenced property. It is Impact7G's understanding that the structure located on the property is slated for demolition.

2. Scope of Services

Full ACM Inspection and Report

Impact7G will conduct a Full ACM survey of the structure(s) consisting of the interior and exterior of the structure. Impact7G will review existing inspection reports, if available, for the existing structure and develop a sampling strategy for the subject property. A State of Iowa licensed asbestos inspector will perform the survey by collecting samples of all suspect materials. The sampling strategy will be consistent with appropriate OSHA Regulation 1926.1101 and 40 CFR Part 61 – National Emission Standards for Hazardous Air Pollutants (NESHAPs). The samples collected will be analyzed by a certified laboratory, for asbestos content via the polarized light microscopy method. All associated field notes, the chain of custody forms, and sample identification will be checked for accuracy and completeness and documented by the Impact7G Project Manager. It will also be the role of the Project Manager to inspect the data and provide final review and approval to ensure that

it meets industry standard sampling requirements.

This survey will include samples of the roof and roofing components (unless otherwise directed). Impact7G makes no guarantee of the integrity of the roofs following sampling procedures. Impact7G will patch all roof sample locations with roofing compound to best of our abilities. Impact7G recommends having a certified roofing contractor inspect all sample locations as a result of the survey if the structure to maintain the integrity of the roof. It is our understanding that this structure will be demolished, therefore, Impact7G will use destructive sampling measures to collect building material samples. Impact7G will not be repairing sample locations. The final report will consist of laboratory results, sample descriptions, locations of ACMs, photo documentation, estimated quantities and State of Iowa licenses.

Hazardous Materials Inventory and Report

Impact7G will identify and inventory all Hazardous Materials (HMs) within the structure. The inventory will be performed by 40-hour HAZWOPER certified Environmental Specialist and reviewed by a Certified Hazardous Materials Manager. Impact7G will begin with a visual inspection of the structure to efficiently identify and inventory the hazardous materials. Once complete, Impact7G will summarize the hazardous materials by category, type, and quantity. This inventory will also include any identified PCB containing equipment located throughout the structure(s).

3. **Impact7G Responsibilities** Impact7G hereby agrees to:
 - (i) Provide the professional services as set forth in this Agreement; and
 - (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities** Client hereby agrees to:
 - (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work;
 - (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and
 - (iii) Provide copies of any previously completed reports that may be pertinent to this Project.

5. **Schedule**

Impact7G anticipates being able to complete the outlined tasks at the earliest agreed upon time and date after receiving the PSA.

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the Lump Sum Cost of Seven Thousand, Four Hundred Dollars (\$7,400.00) for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

Tasks – Building 1 1600 County Home Road, Sergeant Bluff, IA 51054	Cost
Full ACM Inspection and Report (price includes 100 samples*)	\$4,700.00
Hazardous Materials Inventory and Report**	\$2,700.00
TOTAL	\$7,400.00

*Any samples numbering more than 100 will be invoiced at a rate of \$20.00 per sample.

**Does not include any sampling/characterization of any unknown materials.

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

7. **Project Site** The Client agrees that it shall be solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreements with any third parties.

8. **Claims and Disputes** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

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

9. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$500,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.


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

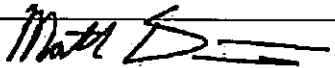
11. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

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

Woodbury County

Impact7G, Inc.

Accepted by: 
Printed/
Typed Name: Rocky DeWitt
Title: CHAIR
Date: 10-26-2021

Project
Manager: 
Printed/
Typed Name: Matt Deutsch, CSP, CHMM
Date: 10/15/2021