



Professional Services Agreement

Project:	Contract Documents for Demolition		
Property:	Building 1 1600 County Home Road, Sergeant Bluff, IA 51054	Date:	3/4/2022

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

AGREEMENT made this 4th Day of March 2022, by and between the service provider, Impact7G, Inc. ("Impact7G") and Woodbury County ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: complete the contract and public bidding documents.

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 contract documents, public bidding, and associated services for the asbestos abatement, hazardous materials removal, and demolition of Building 1 located at the above-referenced property.

2. Scope of Services

Contract Documents and Public Bidding

Impact7G will assist with the preparation of bidding documents, including an asbestos project design and contract documents for the abatement of identified asbestos-containing materials, removal of hazardous materials, and demolition of all structures and site improvements at the above-referenced property. A State of Iowa licensed asbestos Project Designer will prepare the asbestos project design. The project design will detail the required removal techniques, requirements for notification to the State and the EPA, disposal requirements, worker training requirements, bonding requirements, and all other Federal and State requirements for the proper removal of asbestos-containing materials and building demolition. Impact7G will conduct a pre-bid site meeting and require that bidders must be present to be considered for the work. Impact7G will require the bidder must be qualified by experience, have adequate bonding capability, and have required insurance to be considered for the

work. Once competitive bids are received, Impact7G will make a recommendation of award to the Client and issue contract documents to be executed by both the Client and contractor.

Items that may be included in the Contract Documents (Project Manual) will be:

1. Project Manual Information.
2. Engineers Certification.
3. Notice of Public Hearing.
4. Notice to Bidders.
5. Instructions to Bidders.
6. Supplemental Instructions to Bidders, if necessary.
7. Bid Form.
8. Bid Bond.
9. Tax Exempt Certificate.
10. Non-collusion Affidavit of Prime Bidder & Subcontractor.
11. Subcontractor Information.
12. Statement of Bidder(s) Qualifications.
13. Notice of Award.
14. Form of Contract.
15. Performance and Maintenance Bond.
16. Payment Bond.
17. Notice to Proceed.

Items that may be included in the Detailed Plans and Specifications will be:

1. Site and related building layout drawings illustrating the locations of the buildings to be included in the project.
2. Specifications for the demolition work for the buildings, related structures, and utilities.
3. Photographic supplements.
4. Provisions for the base bid of demolition work.
5. Contractor(s)' qualification and/or certification requirements.
6. Contractor(s)' salvage rights and procedures.
7. Procedures for utility terminations.
8. Clean-up & Disposal requirements.
9. Requirements for Contractor(s)' final documentation.

All bidding and contract documents shall comply with the requirements of the State of Iowa public bidding law.

Project Management (optional)

Impact7G can provide project management services throughout the asbestos abatement, hazardous materials removal, and demolition process. Services will begin with a pre-construction meeting to ensure effective communication will be in place for the life of the project. Impact7G will conduct weekly progress meetings with the contractor and the Client. Within 24 hours of each weekly progress meeting, Impact7G will send out meeting minutes to all parties. Topics to be covered during weekly progress meetings will include but are not limited to: schedule, construction access, percent complete, air monitoring results (if taken), and project issues that warrant attention.

Air Monitoring & Project Observation (optional)

Impact7G can provide air monitoring services and project observation during the asbestos abatement, hazardous materials removal, and demolition process. Air monitoring typically includes the collection of

area air samples by each removal area, at each entrance to a containment area and HEPA exhaust locations in order to document any potential fiber releases. These samples will be analyzed via the Phase Contrast Microscopy (PCM) method. At the completion of the asbestos abatement process and upon the passing of a visual inspection, final clearance air samples can be collected and analyzed using the PCM method. There is no state or federal requirement of conducting air monitoring and project observation on an asbestos abatement project for non-school (K-12) buildings. At a minimum, Impact7G recommends conducting a visual clearance of each abatement area to ensure all identified asbestos has been removed prior to demolition.

Closure Report

Upon completion of asbestos abatement, hazardous materials removal, and demolition, Impact7G will prepare a Closure Report for the project summarizing all on-site activities. The report will consist of abatement procedures, hazardous materials removal, copies of notifications and disposal records, and copies of all air monitoring results (if collected).

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

5. Schedule

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Impact7G has anticipated the following schedule for this project upon execution of PSA:

- Preparation of Contract Documents: 6 weeks
- Public Bid Period: 4 weeks
- Abatement / Demolition: 3-6 weeks

6. Project Cost, Payment and Termination

The Client shall pay Impact7G the cost outlined below on a Lump Sum basis 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 cost to streamline the accounting process and reduce overhead costs.

Tasks – Building 1 1600 County Home Road, Sergeant Bluff, IA	Estimated Cost
Contract Documents & Public Bidding	\$18,770.00
Project Management	TBD
Air Monitoring and Project Observation	TBD
Closure Report	\$1,200.00

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:



Project
Manager:



Printed/
Typed Name:

Keith Radig

Printed/
Typed Name:

Matt Deutsch

Title:

Woodbury County Clerk

Date:

3/4/2022

Date:

3-15-2022