

Whereupon, Council member Axtell moved that the following resolution be adopted:

RESOLUTION 2024-41

**A RESOLUTION TO AWARD CONTRACT FOR ACM INSPECTION SERVICES FOR
1004 N ARTHUR, 921 N MONROE, & 902 N ARTHUR**

WHEREAS, the City Council of the City of Eagle Grove feel that it is in the best interest of the City and its residents to encourage blight remediation for the overall well-being of the residents of the City of Eagle Grove; and,

WHEREAS, the City of Eagle Grove has received a Professional Services Agreement (PSA) for ACM Inspection Services; and,


WHEREAS, the City Council of the City of Eagle Grove now wish to approve the attached PSA and award the contract to Impact7G of Johnston, Iowa, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Eagle Grove, Iowa hereby approve and authorize the Mayor to execute this Professional Services Agreement between the City of Eagle Grove and the Impact7G on this 1st day of April, 2024.

The motion was seconded by Council member Lorenzen and after due consideration thereof, the roll was called and the following Council Members voted:

Ayes: Vandewater, Axtell, Pamperin, Lorenzen, Limerick, Weland
Nays:

Whereupon, the Mayor declared said Resolution duly passed and adopted this 1st day of April, 2024.



Michael Boyd
Mayor

ATTEST:



Bryce Davis
City Administrator/Clerk



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Professional Services Agreement (PSA)

Project:	ACM Surveys and Reports		
Property:	1004 N Arthur, 902 N Arthur and 921 N Monroe, Eagle Grove, Iowa	Date:	3/25/2024

Client:	City of Eagle Grove		
Contact:	Bryce Davis		
Address:	121 N Commercial Avenue		
City/State/Zip:	Eagle Grove, Iowa 50533		
Phone:	515-851-5826		
Email:	b.davis@eaglegrove.gov		

AGREEMENT made this 25th day of March 2024, by and between the service provider, Impact7G, Inc. ("Impact7G") and City of Eagle Grove ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: complete asbestos consulting services for the above-mentioned properties.

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 in accordance with federal, state, and local regulations for the above referenced properties. It is Impact7G's understanding that this project includes 1004 N Arthur, 902 N Arthur and 921 N Monroe in Eagle Grove, Iowa.

2. **Scope of Services**

ACM Survey

Impact7G will review any available existing inspection reports and develop a sampling strategy for the subject properties. 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. Sampling of the structures will consist of developing a survey protocol, determining what materials will be sampled, what materials will be presumed/assumed (if any), identifying all homogeneous spaces within the structure (if required), and quantification of asbestos containing materials. All associated field notes, 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.

As these surveys 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 the best of our abilities. Impact7G recommends having a certified roofing contractor inspect all roof sample locations as a result of the survey to maintain the integrity of the roof.

It is our understanding that these structures 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, estimated quantities of ACM, photo documentation and State of Iowa licenses.

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; and
- (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**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Impact7G anticipates being able to complete the ACM Surveys within approximately two (2) weeks of receiving the PSA.

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

The Client shall pay Impact7G the cost as listed below for the performance of this Agreement. Direct costs such as communications, postage, routine printing, and copying are not invoiced separately, but are included to streamline the accounting process and reduce overhead costs.

Tasks – ACM Surveys and Reports	Cost
1004 N Arthur, Eagle Grove, Iowa	\$1,500.00
902 N Arthur, Eagle Grove, Iowa	\$1,500.00
921 N Monroe, Eagle Grove, Iowa	\$1,500.00
TOTAL	\$4,500.00

Invoices for Impact7G's services will be submitted every 30 days or upon project completion if project completion is less than 30 days. 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. Time and material costs will be adjusted annually in accordance with rate increases paid to personnel, inflation, and market conditions.

7. **Work Product** All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Impact7G.

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

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

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

8. **Project Site** The Client agrees to use good faith efforts to maintain a safe Project site for Impact7G staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

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

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

10. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners,

employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

12. **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 prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

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

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

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

City of Eagle Grove

Impact7G, Inc.

Accepted by: Michael Boyd

Project Manager: Kim Crosser-Harms

Printed/ Typed Name: Michael Boyd

Printed/ Typed Name: Kim Crosser-Harms

Title: Mayor

Date: 3/25/2024

Date: 4/1/2024