

December 31, 2024

Mick Michel
340 1st Avenue East
Dyersville, IA 52040

RE: **Agreement for Field of Dreams Roadway As-Built and CAD support
Project No.: 24225**

Dear Mick,

Origin Design firmly believes that working collaboratively with our clients is basis of our success over the years and the basis of every successful project. This commitment starts long before the project itself and as such, Origin Design submits this agreement to you as a working document open to your questions, ideas, revisions and additions.

Project Description

As-Built survey of the roadway subgrade and proposed roadway location for two separate areas will be completed as indicated on the attached exhibit. Computer Aided Drafting (CAD) of the proposed areas in the attached exhibit will be completed under the direct supervision of John Wandsnider of the City of Dyersville.

Basic Scope of Services

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa.

A. CAD Assistance

1. Assist the City engineer with drafting of proposed roadway improvement plans.
2. Utilize topographic survey of Areas 1 and 2 below to develop a base map of the site.
3. Under the direct supervision of John Wandsnider, assist with the development of plan and profile sheets, details, quantity calculations, and other requested information.

B. Topographic Survey of Area 1

1. Complete a topographic survey of the project site. This would also include the location of the adjacent roadway. Existing utilities within the same area will be identified as located by third party locating company via the Iowa One-Call program.
2. Prepare a base map of the site for delivery to the Client.

C. Topographic Survey of Area 2

1. Complete a topographic survey of the project site. This would also include the location of the adjacent roadway. Existing utilities within the same area will be identified as located by third party locating company via the Iowa One-Call program.
2. Prepare a base map of the site for delivery to the Client.

Client's Responsibilities

1. Provide direct supervision over the CAD support.
2. Operate as the Engineer of record.

Optional Professional Services

Origin Design can perform any of the following items under a separate agreement or amendment.

1. Preparation of any plats such as: easement plats, vacation of easements, or plats of survey.
2. Permit application preparation.
3. Construction Staking.
4. Construction Administration.
5. Construction Inspection and Material Testing.
6. Specification writing.
7. Preparation of a construction cost estimate.

Compensation

Origin Design proposes to complete the Scope of Professional Services as follows:

- A. CAD Assistance.** Shall be performed at our standard hourly rates, with an estimated fee of **\$26,000.00** (Twenty-six thousand dollars and zero cents).

The standard hourly rates charged constitute full and complete compensation for the Engineer's services, including labor costs, overhead, reimbursable expenses, and profit.

- B. Topographic Survey of Area 1.** For a Lump Sum Fee of **\$5,000.00** (Five thousand dollars and zero cents).
- C. Topographic Survey of Area 2.** For a Lump Sum Fee of **\$2,500.00** (Two thousand five hundred dollars and zero cents).

The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses.

General Terms and Conditions

The attached General Terms and Conditions are a part of this Agreement. This Agreement is valid for 30 days from the date it was issued. If the services and fees defined in this Agreement are acceptable, please return one signed copy to our office. I will be reaching out to you in the next few days to address any questions or concerns. If you'd like to speak to me in the meantime, please feel free to contact me at on my direct line **563-231-6195** or via email at **cody.austin@origindesign.com**. Again, thank you for this opportunity to be of service.

Sincerely,
Origin Design Co.



Cody Austin, PE, LEED AP
Land Development Team Leader



Craig Geiser, PLS
Vice President & Survey Team Leader

I hereby accept this Agreement and General Terms and Conditions and authorize this work for the following services (check those selected).

☒ Item A
☒ Item B Area 1
☒ Item C Area 2

FOR: **City of Dyersville**

Authorized Signature

Date

Typed or Printed Name

The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

General Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's service.

2. Client Responsibilities

The Client shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase. The client shall hold Origin Design harmless for any design decisions made by the client. The client shall be completely responsible for the drawings produced.

3. Additional Services

Services beyond those outlined in the agreement may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

4. Compensation

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Insurance

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

6. Hold Harmless

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

7. Limitation of Liability

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses,

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expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

8. Betterment

If, due to the Consultant's omission, a required item or component of the project is omitted from the Construction Documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents.

9. Default

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. Dispute Resolution

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

11. Instruments of Service

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

12. Official Documents

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

13. Electronic Data

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

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14. Construction Phase Services

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

15. Opinions of Probable Construction Cost

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

16. Binding Agreement

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

17. Assignment and Waiver

Neither the Client nor the Consultant shall assign, sublet, or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

18. Hazardous Materials

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

19. Termination

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

20. Purchase Orders

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Specs/Reports (up to 25 Pages)	\$5.00 each
Specs/Reports (Over 25 Pages)	\$10.00 each
Copies (Black/White)	\$0.05 per page
Copies (Color)	\$0.10 per page
Plots (Up to 15 sheets)	\$10.00 each
Plots (Over 15 sheets)	\$20.00 each
Flash Drive	\$10.00 each
Binder	\$5.00 each
Comb Binding	\$1.00 each
Cover Stock	\$0.20 per page
GPS Equipment	\$15.00 per hour
Robotic Survey Equipment	\$15.00 per hour
Mailing/UPS	At Cost
Mileage - Reimbursement	IRS Rate (\$0.67 per mile)
Mileage - Survey Vehicle	\$0.70 per mile
Travel Expenses, Lodging & Meals	At Cost
Traffic Counting Equipment	At Cost
Trimble Scanner	\$30.00 per hour
Boat	\$125.00 per day
Gator	\$95.00 per day
Architectural Scanner	\$50.00 per hour