

RESOLUTION 2022-25

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
IMPACT7G INC. TO ASSIST WITH THE DESIGN AND CONSTRUCTION OF AN SRF
SPONSORED PROJECT – WAPSI CREEK WIDENING

WHEREAS, The City of West Branch Sponsored Project application associated with Clean Water SRF project CS1920982-01 has been approved by the Iowa Environmental Protection Commission for \$719,000; and

WHEREAS, the City of West Branch proposes to utilize these funds to implement a water quality improvement project within the West Branch Wapsinoc Creek Watershed based on the Watershed Assessment completed by Impact7G; and

WHEREAS, the proposed plan includes implementation of a series of water quality practices with and adjacent to the Wapsinoc Creek south of East Main Street. This area is referred to as the “Gaskill Property Stream Enhancement area along the West Branch Wapsinoc Creek” in the Watershed Assessment; and

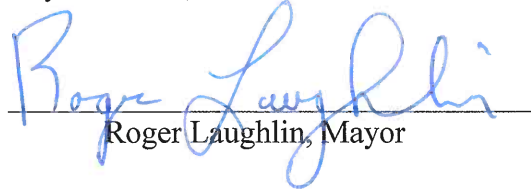
WHEREAS, the project includes in-stream practices, re-meandering reaches, reconnecting the floodplain, buffer restoration and the creation of oxbows: and

WHEREAS, Impact7G will work closely with the City Engineer on the preliminary and final design, and construction monitoring: and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement is approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 21st day of March, 2022.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk



Professional Services Agreement
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Project:	West Branch SRF Sponsored Project Water Quality Project Design		
Property:	Wapsinonoc Creek	Date:	2/23/2022

Client:	City of West Branch, Iowa
Contact:	Dave Schechinger, V&K Engineering, Acting West Branch City Engineer
Address:	860 22nd Avenue, Suite 4
City/State/Zip:	West Branch, IA 52358
Phone:	(319) 466-1000
Email:	dschechinger@v-k.net

AGREEMENT made this February 23, 2022, by and between the service provider, Impact7G, Inc. ("Impact7G") and City of West Branch ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to assist the CLIENT with the design and construction of an SRF Sponsored Project.

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 provide professional services for the evaluation, design, permitting, engineering, and construction administration of the West Branch SRF Sponsored Project.

2. **Scope of Services**

The City of West Branch Sponsored Project application associated with Clean Water SRF project CS1920982-01 has been approved by the Iowa Environmental Protection Commission for \$719,000. The CLIENT proposes to utilize these funds to implement a water quality improvement project within the West Branch Wapsinonoc Creek Watershed based on the Watershed Assessment completed by Impact7G. The proposed plan includes implementation of a series of water quality practices within and adjacent to the Wapsinonoc Creek south of E. Main Street. This area is referred to in the Watershed Assessment as the "Gaskill Property Stream Enhancement area along the West Branch of Wapsinonoc Creek". This project includes in-stream practices, re-meandering reaches, reconnecting the floodplain, buffer restoration, and the creation of oxbows. Impact7G will

work closely with the CLIENT's Engineer (ENGINEER) on the Preliminary and Final Design, and Construction Monitoring.

The Scope of Work is as follows:

Task 1 Project and SRF Funding Management

1. Schedule a kick-off meeting to discuss the scope and nature of the project, identify stakeholders, and to refine the project's goals, objectives, and schedule.
2. Coordinate with SRF Sponsored Project staff to ensure completion of all items listed in the Project Milestone Checklist.
3. Site Visits with SRF Sponsored Project Staff through the project from pre-design, design, construction, and post construction (6 meetings)
4. Coordination of design including facilitating communication and transfer of documents to minimize errors in the plans and specifications as well as ensure a timely project design.
5. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
6. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
7. Work with disciplines to identify potential risks and how to mitigate those risks.
8. Review budget status including billed hours by design team and subcontractors and prepare invoice statements for Client.
9. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.
10. Coordinate with project partners to eliminate duplication of services.
11. Adjacent Landowner Research, Outreach and Access Coordination.

Task 2 Data Collection

1. Survey and Data Collection – Contact Iowa One Call and coordinate public utility locations with utility owners, including establishment of the existing right-of-way and property lines.
2. Drone photography and video collection.
3. Desktop review. Review of existing data, including LiDAR, available flood maps (FEMA, Iowa Flood Center), land use and watershed change over decades looking at historical aerial photos, etc. This includes a preliminary survey for wetlands.
4. Stream Assessment.
 - a. Field Survey. The Iowa DNR River Restoration Toolbox will be used to guide the Stream Assessment process. Impact7G will complete an in-channel

survey, collecting data sufficient for processing. Impact7G estimates 2-4 reaches in the impaired section and up to 1 reach in the Reference Reach for a total of 3-5 reaches. For each reach, Impact7G will complete existing conditions drawings, including active bed and reach composite pebble counts. Deliverable: Field Data Forms for Assessment Report.

- b. Existing Stream Conditions Assessment Report. The Iowa DNR River Restoration Toolbox and Stream Assessment data will be used to design distinct reaches in terms of slope, valley, stream order, stream classification, etc. The report will include the following items:
 - i. Toolbox spreadsheet with existing conditions
 - ii. Plan view drawing or aerial map showing reaches analyzed
 - iii. Profile view drawing(s) stationed
 - iv. Channel alignment geometry drawing(s)
 - v. Cross sections (riffles and pools)
 - vi. Provide a minimum of 3 site photos at low flow, showing vegetation
 - vii. Bankfull stage and discharge determination report
 - viii. Plotted cross sectional area and discharge on Iowa provisional regional curve
 - ix. Floodplain risk gradient map
 - x. Geomorphic Channel Assessment. This will include:
 - a. BANCS model developed using BEHI ratings for all banks within reach and near-bank stress determinations completed.
 - b. Pfankuch's stability analysis conducted for upstream supply reach and study reaches.
 - c. Supply reaches stable riffle cross section surveyed, and profile slope determined.
 - d. Flow durations versus stages analyzed, considering potential impacts to low-growing vegetation establishment.
 - xi. Sediment model report
5. Soils Investigation - Soil cores will be taken within the area of the proposed water quality project for the determination of percolation/infiltration rates based on soil properties including texture (sand, silt, clay), soil structure, and depth to water table. This information will be utilized in the water quality project design. Because water levels vary from season to season and from year to year, evaluating the soil characteristics is key to determining the seasonal high and "normal" water levels.
 - a. Soil cores will be taken within the area of the proposed water quality and nutrient reduction within the floodplain of the stream and a within

the proposed BMP practices for the determination of percolation/infiltration rates based on soil properties including texture (sand, silt, clay), soil structure and water table location. This information can be utilized by the Design Team, engineer, and the client for designing stormwater BMPs.

- b. For Soil Testing, a Giddings hydraulic soil coring rig, mounted on a John Deere Gator, will be used to extract continuous, solid-sediment cores to depths of up to 2 to 4 meters. At depths of some cores, saturated sediments may not be able to be recovered with the coring tubes. In those cases, a 7.6 cm (3 in) diameter auger will be used for the remainder of the core. Cores will be described in the field using standard Natural Resources Conservation Service (NRCS) terminology (Soil Survey Staff 2012).
 - c. A minimum of four (4) cores will be described in the field using standard Natural Resources Conservation Service (NRCS) terminology. Particular attention will be given to soil properties such as soil texture and structure, (correlates with infiltration/percolation rates) and to soil color which will indicate the presence or absences of a high-water table.
6. Wetland Delineation & Threatened or Endangered Species Preliminary Survey Permitting.
- a. Impact7G will identify existing wetlands throughout the project area, documenting their vegetation communities, hydrology and soils using the routine onsite determination method defined in the U.S. Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (USACE, 2010). All wetland areas and types will be documented to GIS with map, shapefile, and location information provided in digital formats.
 - b. Impact7G will survey wetland boundaries with a handheld GPS unit providing sub-meter accuracy and add survey information to GIS base map.
 - c. Threatened or Endangered Species Preliminary Survey
 - i. For any federal involvement, including the requirements of a Section 404 permit, coordination is required with the agencies for possible impacts to Threatened and Endangered Species under the U.S. Endangered Species Act of 1973. This investigation is intended to be conducted concurrently with a wetland field investigation. To identify likelihood of presence, preliminary desktop research will be undertaken followed by a field habitat study.
 - ii. All findings of habitat and species or communities of interest would be documented to GIS with mapping, shapefiles, AutoCAD, and location information provided in digital formats. A listing of all federal and state species by county will be included along with analysis of potential for presence by species.

- iii. If habitat or protected species are found to exist during the preliminary study, Impact7G will assist Client in identifying opportunities for minimizing species impacts and provide recommendations for additional surveys, and/or conservation measures.
 - iv. A request for Environmental Review for the project area will be submitted to Iowa Department of Natural Resources to ascertain the known presence of any protected species within the project vicinity.
- d. Wetland Delineation & T&E Report. The report shall include:
- i. A narrative of work completed, and wetland areas/other waters found.
 - ii. General and detailed maps showing the boundaries of the wetlands in relation to the proposed project.
 - iii. Delineation data sheets.
 - iv. GIS shapefile and/or georeferenced AutoCAD 2018 file of wetland areas and other waters.
 - v. T&E Survey Summary.
 - vi. Report content and format appropriate for regulatory submission and permitting related to Section 404, U.S. Clean Water Act and Section 401, Iowa Water Quality Certification.
- e. Assumptions:
- i. Waters of the U.S. have not been previously impacted as part of the proposed project and the Client is not currently in violation of the Clean Water Act.
 - ii. Wetland and T&E Field work is typically completed during the growing season from May 1 – October 1. If work must be completed outside of the growing season, findings may be considered preliminary until an additional site visit (beyond contract scope) can be completed during the growing season for verification of dominant vegetation, per USACE requirements. Additional cost may apply.
 - iii. Weather and field conditions will be adequate & appropriate for the completion of the plant and soil survey portion of the wetland delineation.
 - iv. Project areas currently in use for agricultural row-crop production cannot be more than 3 feet in height at the time of delineation to be considered appropriate field conditions. The presence of row crops, or any other crops, greater than 3 feet in height may necessitate excessive field times beyond contract scope. Additional cost may apply.
 - v. Within the project area, the ground will be able to be penetrated by a standard shovel and/or 1-inch soil probe. Frost must be less than 1 inch thick and snow cover will be less than 3 inches.

7. Intensive Phase I Archaeological Survey. Impact7G proposes to conduct an intensive Phase I archaeological survey for the proposed Wapsinonoc Creek restoration project at West Branch, Iowa. The project area consists of approximately 11.5 acres of alluvial landforms in mixed grass-covered, agricultural, and urban areas. Alluvial landforms in Iowa have potential for deeply buried archaeological sites, and deep site testing may be required by this project. The survey will be conducted by Branden K. Scott, a Secretary of the Interior-qualified archaeologist who will be assisted by archaeological field technicians. All survey and reporting will be consistent with methods outlined by the Association of Iowa Archaeologists guidelines (2020). This proposal does not include costs associated with advanced testing or documentation that might be required if significant archaeological sites are identified within the project area. Impact7G will inform the Client promptly if significant resources are identified. Impact7G proposes to complete the following tasks:
 - a. Utility locates prior to excavation work.
 - b. Comprehensive review of historic plat maps, historical records, archaeological site records, historic architectural inventories, and other pertinent information.
 - c. Synthesis of previous National Register recommendations for all archaeological sites within or near the project area.
 - d. Geoarchaeological investigations of the project area.
 - e. Detailed description of the project area, including maps and representative photographs.
 - f. Pedestrian survey of the project area in areas with greater than 25% ground surface visibility.
 - g. Subsurface testing of areas deemed to have potential for archaeological resources with inadequate (<25%) ground surface visibility or that have potential for deeply buried sites.
 - h. Preliminary evaluation of all encountered archaeological resources.
 - i. Analysis and interpretation of all identified artifacts.
 - j. Curation costs associated with any artifacts recovered.
 - k. National Register eligibility recommendations for all identified properties.
 - l. Preparation of Iowa Archaeological Site Forms for encountered archaeological properties.
 - m. Completion of a contract completion report that meets or exceeds guidelines for archaeological investigations in Iowa.

Task 3 – Planning and Design

1. Preliminary Design.
 - a. Proposed stream alignment and cross-sections. Work with the ENGINEER and provide them with a proposed alignment and representative cross-sections.
 - b. Provide to the ENGINEER concept design and details for water quality practices such as the proposed bioretention cells, prairie buffer, floodplain restoration and in-stream practices as determined in the data gathering phase.

- c. Prepare Preliminary Vegetation Plan including guidelines for establishment and long-term management. Develop planting selections to county-native level using Riverside Selection Planting Guide and planting / soil stabilization methods using RRTB Practice Guide 2, vegetative restoration. Provide short- and long-term maintenance plans.
 - d. Review 30% Plans and Specs provided by the ENGINEER.
 - e. Assist the ENGINEER with preparing "Opinion of Probable Costs".
2. Permitting
- a. Submit a joint application with 30% plans to USACE Rock Island District, Iowa DNR Floodplains, Iowa DNR Water Quality and Iowa DNR Sovereign Lands. Note, information needed for the floodplain permit will be provided by the ENGINEER. ENGINEER will provide modeling and/or other for NO-RISE certification and/or other information needed for the floodplain permit. See Item 4: Client Responsibilities
 - b. Other clearance requests, if necessary (USFWS, SHPO, Other).
3. Final Design
- a. Assist ENGINEER with Final Plans and Specifications.
 - b. Review final project drawings (60%, 90%, 100%).
 - c. Review final project bids specifications.

Task 4 – Public Outreach and Education

1. Public Meeting (1) – Lead a public meeting with handouts prior to the 60% review.
2. Design of Educational Material and Two (2) Educational Signs.

Task 5 – Construction Administration

1. Impact7G staff with Level 2 IDNR River Restoration Toolbox Training shall be on site during installation of stream practices to help with adaptive placement of practices, minor modifications, and interpretation and/or clarification of plans. A survey will be completed for verification of bankfull cross sectional widths and depths at riffles and pools, structure elevations, angles, and slopes (30 Visits).
2. Assist the ENGINEER with review of shop drawings & as-builts.
3. Act as initial interpreter of the requirements of the contract documents.
4. Attend construction progress Meetings.
5. Post-construction drone photography.

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.
- (iv) Provide the following:
 - a. Hydrology and hydraulics model development and report outputs from low-flow to 500-year stages for existing conditions.
 - b. Hydrology and hydraulics model development and report outputs from low-flow to 500-year stages for proposed conditions.
 - c. Adjacent Landowner Outreach and Access Coordination
Topographic Survey including surveying a detailed stream profile and tie-in of cross-sections.
 - d. Floodplain Permitting - A hydrology and hydraulics model may be required for floodplain permit to verify a no-rise at 100-year flood.
 - e. Provide Engineering services - Prepare final project drawings. For the stream restoration, drawings shall specify design ranges of each structure or technique, including maximum top elevations of crests, bank-intercepts and sills or keyways; planform / cross sectional / longitudinal slopes; sequencing; etc. using typical details and tables from RRTB Practice Guide.
 - f. Prepare final project specifications.
 - g. Develop Stormwater Pollution Prevention Plan and secure General Permit #2 coverage.
 - h. Prepare revised Opinion of Probable Cost based on final drawing and specifications.
 - i. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders, and Instructions to Bidders.
 - j. Construction Administration
 - i. Provide general administration of construction contract as CLIENT'S representative.
 - ii. Construction Staking
 - iii. Establish Field Controls
 - iv. Stake Construction Control Points
 - v. Visit site of construction at appropriate stages of construction to observe the Contractors work (20 Visits).
 - vi. Provide a Resident Project Representative to be on site during construction
 - vii. Review and process Contractor's application for payment.
 - viii. Attend Construction Progress Meetings.
 - ix. After Construction - Drone Topographic Survey and Photography

5. Schedule

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. A tentative schedule will be delivered to the client for concurrence following the kick-off meeting.

6. Project Cost, Payment and Termination

The Client shall pay Impact7G the Not to Exceed Cost of One Sixty-Four Thousand Three Hundred (\$164,300) 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.

TASK	TERMS	FEE
Task 1 – Project & SRF Funding Management	LS	\$29,400
Task 2 – Data Collection	LS	\$64,400
Task 3 – Planning and Design	LS	\$22,700
Task 4 – Public Outreach and Education	LS	\$20,200
Task 5 – Construction Administration	T&M (to a max)	\$27,600
	TOTAL	\$164,300

Invoices for Impact7G's services will be submitted monthly. Invoices for Lump Sum services will be based on percent work completed to date. Invoices for Time and materials will be invoices based on actual time and materials completed during that monthly billing cycle. 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. Work Product All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service 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 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. The Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

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 the limit of Impact7G's coverage. 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.

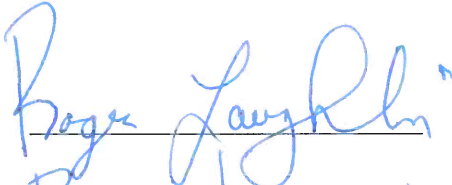
13. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

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 West Branch

Impact7G, Inc.

Accepted by: 

Project Manager: _____

Printed/
Typed Name: ROGER LAUGHLIN

Printed/
Typed Name: Judith E. Joyce, Principal

Title: MAYOR

Date: 2/23/2022

Date: 3-31-22