hgm
ASSOCIATES INC.

July 18, 2018

Rick Reichenberg, Facilities Superintendent
City of Council Bluffs
1001 10th Avenue
Council Bluffs, Iowa 51501

Subject: MidAmerica Center (MAC) Entertainment District Sign Project
HGM Proposal No. 000718-125

Dear Rick:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering, architectural, and surveying services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A, the attached General Provisions labeled as Exhibit B, and our Standard Hourly Rate Schedule labeled as Exhibit C.

HGM will provide Basic Services including Surveying, Preliminary Design, Final Design Documents, assistance during Bidding and Construction Administration. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services for a lump sum amount of $76,500. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule, attached. Reimbursable expenses, including the printing of Bidding Documents and the use of Thiele Geotech for soil testing services, if needed, will be charged on the basis of actual cost, invoiced to HGM.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Rick Reichenberg, Facilities Superintendent
City of Council Bluffs
July 18, 2018

Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT

Dean Fajen, P.E., A.I.A.
Project Manager

Ronald N. Tekippe, P.E.
President

Acceptance of Proposal:
CITY OF COUNCIL BLUFFS, IOWA - CLIENT

_____
Authorized Signature

_____
Printed Name & Title

_____
Date of Acceptance

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SCOPE OF SERVICES EXHIBIT A

This is an exhibit attached to and made part of the letter agreement dated July 18, 2018 between: CITY OF COUNCIL BLUFFS, IOWA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: MidAmerica Center (MAC) Entertainment District Sign Project

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. MAC AREA RESEARCH
   A. Review the MAC Entertainment District to determine the signage possibilities for the following area locations:
      - MidAmerica Center
      - Field House
      - Hotels
      - Retail, Office, and Restaurant Buildings
      - Bass Pro
      - Horseshoe Casino

2. SURVEYING / EXISTING MAC AREA SITE PLAN
   A. Update Site Drawings to develop a complete MAC Area Site Drawing.
   B. Perform spot topographic survey to locate obvious existing property lines, legal description, adjoining streets, driveways, sidewalks, structures, buildings, trees, landscaping, utilities, easements, fences, walls, and surface grades in up to 3 areas where Monument Signs are to be located

3. CONCEPT DESIGN
   A. Conduct Kick-off Meeting to determine signage project requirements.
   B. Develop up to three (3) Concept Signage Designs for Monument Signs and Wayfinding Signs.
   C. Conduct three (3) Concept Review Meetings to refine/select Concept.
   D. Concept Design to include:
      - Site Plan with Monument and Wayfinding Sign location
      - Details of Monument Sign and Wayfinding Signs
      - Sample of Message Board Options including demonstrations
      - Opinions of Probable Costs

4. CONSTRUCTION DOCUMENTS
   After selection of Concept Design and submittal of Opinions of Probable Costs, Construction Documents will be prepared.
   A. Prepare Final Design Documents, stamped by licensed Architects and Engineers so that permits can be obtained and bids received from Contractors for the Monument Signs, Wayfinding Signs and associated Site Improvements.
   B. Include Architectural plans, elevations, sections, details and schedules.
   C. Include Civil Engineering for site, utilities, drives and drainage at Signage Areas.
   D. Include Landscape Architecture for plantings, trees, shrubs, seeding, and irrigation at Signage Areas.

E. Include Structural Engineering for foundation and framing, as needed.
F. Include Electrical Engineering for lighting, power and controls for the Monument and Wayfinding Signs.
G. Provide front end documents for Contractors' bidding and contracts.
H. Provide technical material and system specifications.
I. Review plans with local utility companies, building code, planning, public works, zoning, officials as required.
J. Conduct review meetings as appropriate during the preparation of design documents.

5. BIDDING or NEGOTIATION
   A. Print and distribute final documents to Contractors, Subcontractors, Sign Suppliers, Plan Holding Agencies and Code Officials to obtain competitive bids.
   B. Make permit application.
   C. Answer questions from Bidders during bidding period.
   D. Issue addendum as necessary.
   E. Attend pre-bid site conference with interested bidders.
   F. Attend bid letting.
   G. Review bids and recommend Contractor for the Project.
   H. Distribute bid results to interested parties.
   I. Prepare Contracts with the selected Contractor, subject to Clients legal review

6. CONSTRUCTION ADMINISTRATION
   A. Conduct a pre-construction meeting with the Contractor, Subcontractors, Signage Suppliers, etc.
   B. Review Shop Drawings and Product Submittals.
   C. Issue Change Orders, if necessary or authorized.
   D. Review and approve Contractors pay requests.
   E. Perform site meetings or site visits at intervals appropriate to the time frame of Construction.
   F. Perform final project Punch List meeting and project Close Out. One (1) Punch List Site Visit and one (1) Site Visit to confirm the Punch List has been completed is included in this Proposal. Additional service beyond this (such as Signage delays or providing Phasing Punch Lists) may be invoiced as an Additional Service.
   G. Collect record drawings from the Contractor.
   H. Provide one-year Project Review.

FEE SCHEDULE

MAC Area Research	$3,500
Site Plan for Concepts and Select Topo Surveying at Sign Location	$5,000
Concept Designs	$22,500
Electrical Engineering	$9,500
Construction Documents	$26,000
Bidding	$2,500
Construction Administration	$7,500
TOTAL	$76,500

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

A. Access to site and throughout facility.
B. Use of existing available drawings and record information.
C. Contact person to coordinate the design.
D. Program information.

GENERAL PROVISIONS EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated July 18, 2018 between: CITY OF COUNCIL BLUFFS, IOWA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or $100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or $5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

640 FIFTH AVENUE, COUNCIL BLUFFS, IOWA 51501-6427, (712) 323-0530, FAX (712) 323-0779

5022 SOUTH 114th STREET, SUITE 200, OMAHA NEBRASKA 68137-2329, (402) 346-7559, FAX (402) 346-0224

EXHIBIT C

hgm
ASSOCIATES INC.

RATE RANGE SCHEDULE
EFFECTIVE 12/16/17 - 12/15/18

Principal Engineer	$182.00	-	244.00	/hour
Sr. Project Engineer/Project Manager	132.00	-	209.00	/hour
Sr. Project Architect/Project Manager	111.00	-	209.00	/hour
Structural Engineer	132.00	-	198.00	/hour
Project Engineer	102.00	-	140.00	/hour
Project Architect	100.00	-	140.00	/hour
Landscape Architect	96.00	-	131.00	/hour
Senior Design Engineer	88.00	-	133.00	/hour
Design Engineer/Intern Architect	70.00	-	132.00	/hour
Land Surveyor	95.00	-	195.00	/hour
Technician	58.00	-	124.00	/hour
3D Laser Scanner with one surveyor	213.00	-	279.00	/hour
1-Man Survey Crew *	85.00	-	121.00	/hour
2-Man Survey Crew *	127.00	-	268.00	/hour
3-Man Survey Crew *	205.00	-	335.00	/hour
Administrative Assistant	49.00	-	88.00	/hour

* Survey crews are comprised of surveyors or engineering technicians at hourly rates specified and depending on project complexity, however, 2-man and 3-man crew rates are guaranteed to not exceed crew ranges specified.