



MASTER SERVICE AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2026, between City of Bloomfield, Iowa (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to employ CONSULTANT on a continuing basis to provide Professional Engineering Services, on request and as assigned to meet the CLIENT's needs in its service area (hereinafter called "Project(s)").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as requested by CLIENT and agreed to by CONSULTANT in Task Order format, to include scope, schedule, and fee.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in CONSULTANT's Hourly Fees and Charges Schedule in force at the time the work is performed or as a lump sum, as more specifically agreed upon in Task Orders as issued.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with **CONSULTANT's** Standard Terms and Conditions, copy herewith attached and made a part of this AGREEMENT by this reference.
4. **Special Provisions.** If CLIENT issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this AGREEMENT shall automatically apply.
5. This AGREEMENT supersedes and replaces any and all other Agreements between the parties.

IN WITNESS WHEREOF, the parties below have executed this AGREEMENT as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF BLOOMFIELD, IOWA

By: _____
Lance Sulzen
Vice President

By: _____

Address for giving notices:
STANLEY CONSULTANTS, INC.
225 IOWA AVENUE
MUSCATINE, IOWA 52761

Address for giving notices:
CITY OF BLOOMFIELD, IOWA
111 W. FRANKLIN STREET
BLOOMFIELD, IOWA 52537

(If CLIENT is public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.)

Hourly Fees and Charges

FISCAL YEAR 2026-2027

Rates March 30, 2026 through April 3, 2027

Compensation for office-based personnel in the United States for time in the performance of the work shall be in accordance with the following hourly fees:

Hourly Fee	Labor Classification / Position Title
\$91.00	CAD Student Intern
\$105.00	Student Intern - Engineer, CAD Technician 1
\$121.50	Architect Intern 1, Senior CAD Technician 1
\$136.50	Associate (E1), Architect Intern 2, Associate Scientist 1, Senior CAD Technician 2, Project Administrator 1, Cost Estimating 1
\$151.00	Engineer in Training 1, Associate (E2), Associate Scientist 2, CAD Designer 1
\$167.00	Engineer in Training 2, Scientist 1, Senior Land Acquisition Agent 1, CAD Designer 2, Senior Project Administrator 1, Project Controls Specialist 1, Cost Estimating 2
\$182.00	Consultant (E1), Architect 1, Scientist 2, Senior CAD Designer 1, Senior GIS Analyst 1
\$196.50	Engineer 1, Consultant (E2)
\$210.50	Senior Consultant (E1), Resident Project Rep 1, Principal GIS Analyst
\$224.50	Engineer 2, Senior Consultant (E2), Senior Architect 1, Senior CAD Designer 2, Senior Project Controls Specialist 1
\$237.50	Senior Engineer 1, Senior Consultant (E3), Senior Architect 3, Principal CAD Designer, Cost Estimating 3
\$251.50	Principal Consultant (E1), Principal Architect 1, Senior Resident Project Rep 1, Project Manager 1
\$265.50	Senior Engineer 2, Principal Consultant (E2), Senior Planner 1
\$279.50	Senior Engineer 3, Principal Scientist 2, Principal Planner 1, Principal Land Acquisition Agent, Project Manager 2
\$291.00	Principal Architect 3, Principal Scientist 3, Senior Project Controls Specialist 2
\$301.50	Principal Engineer 1, Project Manager 3
\$323.50	Principal Engineer 2, Senior Project Manager 1, Principal Project Controls Specialist
\$338.50	Principal Engineer 3
\$365.00	Senior Project Manager 2
\$378.50	Program Manager

Construction management and construction inspection service pricing varies based on duration of assignment and will be hourly fee and expenses as specified in individual purchase order.

Office-based personnel involved in professional consulting services that require advanced experience and expertise—such as roles in studies, program management, subject matter experts (SME), senior management oversight and portfolio management—will be compensated either through hourly fees or a mutually agreed-upon fixed fee, as outlined in individual purchase orders.

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. Included in our hourly fees are cost to cover benefits, indirect costs, administration cost, overhead and profit.

Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.79/mile
Four-Wheel Drive Vehicles	\$0.94/mile
Consumables (Stakes, tape, paint, etc.)	\$50/day
GPS Equipment	\$150/day
Ground Transportation (rental car, taxi, etc.)	Cost plus 10%
Air Travel (commercial and charter)	Cost plus 10%
Equipment Rental	Cost plus 10%
Laboratory Work	Cost plus 10%
Soils Testing and Analysis	Cost plus 10%
Outside Photographic Work	Cost plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)
Subcontractors	Cost plus 10%

1. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.
2. Stanley Consultants determines our rate increases based on market conditions, market factors and benefit costs. Rates will be subject to revision on or after April 3, 2027.



1. CLIENT'S RESPONSIBILITIES

- 1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.
- 1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.
- 1.3 Provide available information pertinent to project upon which CONSULTANT may rely.
- 1.4 Arrange for access by CONSULTANT upon public and private property, as required.
- 1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.
- 1.6 Obtain consents, approvals, licenses, and permits necessary for project.
- 1.7 Advertise for and open bids when scheduled.
- 1.8 Provide services necessary for project but not within scope of CONSULTANT's services.
- 1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.
- 1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.
- 1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

- 2.1 CONSULTANT is not responsible for delays due to factors beyond its control.
- 2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

- 3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.
- 3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination.

- 4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after material default by other party through no fault of terminating party.
- 4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

4.2 Reuse of Documents.



4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order. CONSULTANT shall be allowed to use non-confidential information on the project, including CLIENT name, project location, and project details for marketing purposes.

4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by the law of the State where the project is located, excluding its choice of law rules. Jurisdiction shall similarly be where the project is located.

4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.



4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS AT THE TIME SERVICES ARE PERFORMED, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$50,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT FOR THE PROJECT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT.



4.13 **Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 **INSURANCE.** CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of \$1,000,000 per accident.

(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than \$1,000,000 for each occurrence and aggregate.

(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of \$1,000,000.

(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of \$1,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.

(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than \$1,000,000 per occurrence.

4.15 **Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 **Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

4.17 **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4.18 **FLORIDA PROJECTS ONLY - NO EMPLOYEE OR AGENT OF CONSULTANT IS A PARTY TO THIS CONTRACT.** PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT. CONSULTANT MAINTAINS PROFESSIONAL LIABILITY INSURANCE AS REQUIRED UNDER THIS CONTRACT AND ANY DAMAGES ARE SOLEY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.