

ENGINEERING SERVICES AGREEMENT

French-Reneker-Associates, Inc., Engineers & Surveyors of Fairfield, Iowa, (hereinafter referred to as the ENGINEER) hereby offers engineering services to the City of Bloomfield, Iowa, (hereinafter referred to as the OWNER) in connection with the reconstruction of Walnut Street from South Madison Street to Washington Street.

The reconstruction shall consist of a 36 feet wide street and 7-inch reinforced Portland cement concrete.

I. SCOPE OF SERVICES

The ENGINEER agrees to provide engineering services for the proposed project as outlined in the elements shown below.

A. Design Services

Services to be provided relating to engineering and technician needs during design are as follows:

1. Work with the OWNER to determine the project's general features and define the project concept.
2. Make field surveys upon which to base the design.
3. Prepare preliminary drawings and a cost estimate and submit these to the OWNER for review and comment.
4. Make detailed designs.
5. Prepare detailed drawings, specifications, and contract documents and submit them to the OWNER for review and comment.
6. Alert the utilities to the upcoming project.
7. Compute and tabulate estimates of project quantities and probable construction costs.
8. Furnish drawings, specifications, and contract documents, upon request from potential bidders, for their use in preparing and submitting bids.
9. Assist the OWNER in securing bids from bidders, analyzing such bids, and processing agreements.

B. Engineering Services During Construction

Services to be provided relating to engineering and technician needs during construction are as follows:

1. Set up and conduct a preconstruction conference.
2. Establish basic survey control for construction staking and set construction stakes.
3. Perform observation of the various elements of the project during the construction process to determine compliance with the drawings and specifications. (Nothing in this Agreement shall be construed to mean that the ENGINEER will direct the Contractor's operation, guarantee the Contractor's faithful performance, or guarantee to detect faulty construction if it occurs.)
4. Explain and interpret drawings and specifications.
5. Set up procedures and monitor materials quality control.
6. Prepare and submit proposed construction Contract change orders when applicable.
7. Review the Contractor's monthly payment requests and recommend payment to the OWNER.

C. Other Services

In addition to the foregoing, other services are available from the ENGINEER as the need is verified and upon authorization by the OWNER. Among these are the following:

1. Property, boundary, and right-of-way surveys.
2. Consultations regarding soils and subsurface conditions.
3. Consultations and testing for materials quality control.
4. Changes in approved drawings and specifications.
5. Other engineering services specifically requested by the OWNER.

II. REMUNERATION

The ENGINEER shall submit a monthly invoice for payment for work performed under this Agreement for which the ENGINEER believes payment is due.

Upon review and approval of the invoice by the OWNER, payment will be made promptly in the amount of 100% of the work covered by the invoice. The payment due to the ENGINEER shall be made within 40 days of the invoice date.

Payments not received within 40 days of the date of the invoice will be considered delinquent and will be subject to a late charge of 10% per annum calculated from the 41st day after the date of the original invoice.

The OWNER agrees to pay all costs of collection, including attorney fees, which may be incurred in the collection of the sums due to the ENGINEER pursuant to this Agreement.

The engineering fee for the services in Section IA is a lump sum of \$18,400, payable in monthly installments in an amount based on the percentage of the total work completed during the month.

The billing for services under Section IA shall be the sum of the professional service charges plus expenses as defined below:

Professional Service Charges.....Hours worked multiplied by
individual Charge Rates

Outside ExpensesSee Attachment A

Outside Consultant and Testing Expenses.....See Attachment A

Charge Rates are defined in the 2025 Schedule of Charge Rates included as Attachment A to this Agreement.

The term Outside Expenses means non-payroll costs incurred directly in connection with the assignment, such as travel expenses, materials, supplies, etc.

The term Outside Consultant and Testing Expenses means the cost associated with hiring various outside consultant and testing services necessary to complete the work under this Agreement.

An engineering budget of \$15,800 has been estimated for Section IB to cover the cost of the engineering services envisioned in this Agreement. The budget for Section IB includes an estimated 10 half days and 5 full days of construction observation. If at any time during the course of the work, it appears the unexpended portion of the budget is not sufficient, the ENGINEER shall make a report to the OWNER, requesting direction as to how the remaining portion of the budget is to be expended.

The total engineering budget for this Agreement is a combination of the above-stated amounts, which is \$34,200. A budget for work under Section IC will be defined at the time of authorization of Other Services by the OWNER.

III. SALES TAX AND/OR VALUE-ADDED TAX

Sales tax or value-added tax is not included in the fees described above. If any sales tax or value-added tax for professional services is imposed by any governmental entity, federal, state, or local, the amount of said tax shall be considered a project extra, shall be identified as such on the statements for professional services, and shall be paid in addition to the fees described above.

IV. SCHEDULE

The following project schedule has been established to aid the project's coordination and encourage timely completion. The ENGINEER will endeavor to complete his work within the schedule.

It is understood that the achievement of this project schedule will depend upon timely reviews, timely Notices to Proceed to the ENGINEER, weather conditions, OWNER's needs, and other activities beyond the ENGINEER's control.

Approval of Engineering Services Agreement and
Issue Notice to Proceed

May 1, 2025

Drawings and Specifications Placed on File

June 19, 2025

V. OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE

All computer files, field data, notes, or other documents prepared by the ENGINEER pursuant to this Agreement are instruments of service and are not intended or represented to be suitable for reuse by the OWNER or others. They shall remain the property of the ENGINEER, who shall retain all common law statutory and other reserved rights, including the copyright thereto.

The ENGINEER will make additional paper copies of all maps, specifications, or drawings furnished as a part of this Agreement available to the OWNER for the normal and customary cost of reproduction.

Any reuse of documents shall be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. The OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors, or other consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the ENGINEER will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

To the maximum extent permitted by law, the OWNER agrees to limit the ENGINEER's liability for the OWNER's damages to the sum of \$50,000 or the ENGINEER's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

VII. DURATION OF AGREEMENT

This Agreement will remain in full force and effect until terminated. Either party may terminate it upon two weeks' written notice and payment by the OWNER for the work done at the rate set forth in Section II.

FRENCH-RENEKER-ASSOCIATES, INC.
(ENGINEER)

Date: APRIL 28, 2025 Signed: Stephen W. Hausner
Stephen W. Hausner, President
French-Reneker-Associates, Inc.
1501 South Main Street
Fairfield, IA 52556

The above Agreement is hereby accepted by the City of Bloomfield, Iowa.

ATTEST:

CITY OF BLOOMFIELD, Iowa
(OWNER)

Kyle McClure, City Clerk

Signed: _____
Chris Miller, Mayor
City Hall
111 W Franklin Street
Bloomfield, IA 52537



ATTACHMENT A
SCHEDULE OF CHARGE RATES
FRENCH-RENEKER-ASSOCIATES, INC.
EFFECTIVE JANUARY 1, 2025

STAFF	Rate/Hour
1 Engineer I - Licensed	\$ 190.00
2 Engineer II - Licensed	\$ 175.00
3 Engineer III - Licensed	\$ 150.00
4 Engineer IV - Licensed	\$ 125.00
5 Engineer V - Engineering Intern	\$ 100.00
6 Land Surveyor - Licensed	\$ 155.00
7 Technician I	\$ 120.00
8 Technician II	\$ 100.00
9 Technician III	\$ 86.00
10 Technician IV	\$ 76.00
11 Technician V	\$ 61.00

REIMBURSABLE EXPENSES	Cost
1. Travel and Subsistence Costs:	
- Mileage	Federal Mileage Rate
- Lodging and meals associated with overnight stays.	Actual Cost
2. Cost of outside consultation, inspection, sampling, testing, and laboratory; and other outside services.	Invoice Cost + 5%
3. Prints	Invoice Cost + 5%
4. Bid Document Downloads	Invoice Cost + 5%
5. Postage	Invoice Cost + 5%
6. Survey and Field Supplies	Invoice Cost + 5%
7. Use of ATV, computer, survey instruments, and other equipment.	No Charge
8. State sales tax and/or value added tax.	If required.
9. General Liability Certificate of Insurance:	
- Additional Insured	Actual Cost
- Certificate of Waiver of Subrogation	Actual Cost
- Proof of Insurance	No Charge

THE ABOVE RATES ARE EFFECTIVE DURING THE TERM OF THE AGREEMENT TO WHICH IT IS ATTACHED OR UNTIL DECEMBER 31, 2025, WHICHEVER OCCURS LATER.