

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 replacing the outer sidewalks on the north and west side of the square (Jefferson and Madison Streets).

The construction shall include ADA-compliant Portland cement concrete (PCC) sidewalks and a permeable pavement system. A portion of the parking area will also be replaced to accommodate elevation changes required for ADA compliance. Three (3) bioretention cells will be constructed. The preliminary design of the improvements was completed under a separate agreement.

The OWNER is seeking Iowa Department of Agriculture Land Stewardship (IDALS) Water Quality Initiative and State Revolving Fund Water Resources Restoration Sponsored Projects funding to assist with the project.

I. SCOPE OF SERVICES

The ENGINEER agrees to provide engineering services in connection with the proposed project as set forth in the elements shown below.

A. Final Design Services

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

1. Make detailed designs.
2. Design the permeable pavement system and bioretention cells following the Iowa Storm Water Management Manual. Calculations will be submitted to IDALS and Iowa DNR for review.
3. Prepare detailed drawings, specifications, and contract documents and submit them to OWNER, IDALS, and Iowa DNR for review and comment.
4. Alert the utilities to the upcoming project.
5. Compute and tabulate estimates of project quantities and probable construction cost.
6. Furnish drawings, specifications, and contract documents, upon request from potential bidders, for their use in preparing and submitting bids.
7. Assist the OWNER in securing bids from bidders, in analyzing such bids, and in processing agreements.

B. 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. Geotechnical investigations.
2. Set up and conduct a preconstruction conference.
3. Establish basic survey control for construction staking and set construction stakes.
4. 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.)
5. Explain and interpret drawings and specifications.
6. Set up procedures and monitor materials quality control.
7. Prepare and submit proposed construction Contract change orders when applicable.
8. Review Contractor's monthly payment requests and make recommendations to the OWNER regarding payment.
9. Property, boundary, and right-of-way surveys.
10. Consultations regarding soils and subsurface conditions.
11. Changes in approved drawings and specifications.
12. 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.

The fee due on each invoice shall be a portion of the agreed lump sum amount based upon the percentage of the work completed to date.

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 30 days of receipt of the invoice.

Payments not received within 30 days of receipt of the invoice will be considered delinquent and will be subject to a late charge of 10% per annum calculated from the 31st 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.

An agreed lump sum amount of \$22,000 has been established for the work outlined in Section IA of this Agreement.

A budget for work under Section IB 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 coordination of the project and to 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 be dependent upon timely reviews, timely Notices to Proceed to the ENGINEER, weather conditions, OWNER's needs, and other activities beyond the control of the ENGINEER.

Approval of Engineering Services Agreement and
Issue Notice to Proceed

January 8, 2024

Drawings and Specifications Placed on File

February 2024

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 the 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. It may be terminated by either party 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: JANUARY 4, 2024

Signed: Stephen W. Hausner
Stephen W. Hausner, President
French-Reneker-Associates, Inc.
1501 South Main, PO Box 135
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

Date: _____