

17  
11/10/15

**AGREEMENT FOR PROFESSIONAL SERVICES**

**WOODBURY COUNTY, IOWA  
LITTLE SIOUX AND PARNELL CREEK LEVEES**

**THIS AGREEMENT**, made and entered into this 10th day of Nov. 2015, by and between **Woodbury County Board of Supervisors acting as Trustees for the Bennett McDonald Smithland Drainage District**, hereinafter referred to as the **Trustees**, party of the first part and **VEENSTRA & KIMM, INC.** a corporation organized under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

**WITNESSETH, THAT WHEREAS**, the Trustees desires to re-monument the property pins along the Little Sioux and Parnell Creek Levees from the Woodbury and Monona county line North to the rock quarry. Along with a section of levee along the Northeast side of Smithland, Iowa.

**WHEREAS**, the Trustees desire to retain the Engineers to perform land surveying services on the Project.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto that the Trustees retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations to wit:

1. **SCOPE OF SERVICES.** It is understood and agreed upon that the Project will include courthouse research, field investigation, drafting and final placement of property pins.
  - a. Field research – search for any existing field monumentation along the Little Sioux and Parnell Creek Levees.
  - b. Office and courthouse research – search for easements and plats along the Little Sioux and Parnell Creek Levees.
  - c. Set property pins along with county provided signs and posts along said levees. Managed and completed under the direct supervision of a professional land surveyor registered in the State of Iowa.

2. **COMPENSATION.** The Trustees shall compensate the Engineers for services under this agreement as follows:
  - a. The fee shall be hourly rates up to the sum of Eight thousand four hundred dollars (\$8,400).
  - b. If necessary by the unknown nature of the field and courthouse research this sum may be increased with the approval of the county engineer using Veenstra & Kimm, Inc.'s current hourly rate schedule, included with this contract.
3. **METHOD OF PAYMENT.** The Engineer shall submit monthly invoices for the actual cost for services provided. Invoices shall be due and payable upon receipt and shall be paid by the Trustees within 30 days of the receipt of an approvable invoice.
4. **TERMINATION.** The Trustees may terminate services under this agreement by providing the Engineers a written notice at least 2 working days before the termination date. In the event the Trustees terminate the services under this Agreement the Trustees shall compensate the Engineers for services completed through the effective date of the termination.
5. **ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Trustees.
6. **OWNERSHIP OF DOCUMENTS.** All notes developed under this Agreement shall become the property of the Trustees upon completion or termination of the services by the Engineers. Upon request, the Engineer shall provide the Trustees the original copy of all notes and documents. Nothing in this provision shall prohibit the Engineers from retaining a copy of all documents generated during the course of performance of services under this Agreement.



7. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Trustees harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, suit and court costs for personal injury, property damage, and/or deaths or damages arising out of the Engineers' or any of its agents' and servants' and employees' negligent acts, errors or omissions for services under this Agreement.

8. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be disclosed on the face of the certificates the coverage is on an occurrence basis, unless otherwise noted.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability*,**	\$1,000,000/2,000,000

\* Occurrence/Aggregate

\*\* Claims Made Basis

9. **STATUTES, REGULATIONS AND CODES.** The Engineers agree all services provided under this Agreement shall be subject to all applicable Federal, State and County laws, regulations and code requirements, including the provisions of Section 479.29 of the Code of Iowa.

10. **OBLIGATIONS OF COUNTY.**

a. Provide all available information that would be mutually beneficial or prudent to the project.

b. The County Engineer will serve as liaison for the Trustees as the primary point of contact with the Engineers and shall be responsible to coordinate the Engineers services and receive documents generated by the Engineer during the course of performance of services under this agreement.

11. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names on the date first written above.

**TRUSTEES**

By 

Title: Chairman, Board of Supervisors

**ATTEST:**

By 

Title: County Auditor

**VEENSTRA & KIMM, INC.**

By   
Branch Surveyor

**ATTEST:**

By 