

01/13/15  
9-2007

**AGREEMENT FOR PROFESSIONAL SERVICES**

**WOODBURY COUNTY, IOWA  
PORT NEAL ROAD PCC OVERLAY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_ 20\_\_\_, by and between **WOODBURY COUNTY**, hereinafter referred to as the **County**, 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**, Woodbury County desires to mill and overlay with PCC a section of Port Neal road from the new Dogwood Trail to the I-29 bridge approach. Storm pipe, shouldering, slope reconstruction and ACC fillets onto Banner Avenue will be included in the re-construction.

**WHEREAS**, Woodbury County desires to retain the Engineers to perform design, bidding and construction engineering services on the Project.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto that the County retains 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 the design plans and specifications, bid letting, construction inspection, administration, and construction staking.
  - a. Design – The engineer will prepare the plans consistent with Woodbury County’s concrete overlay design standards. The plans will bid as one document and be incorporated by Division into the City of Sergeant Bluff’s Dogwood Trail construction plans.
  - b. Management and oversight of the inspection by a professional engineer registered in the State of Iowa.
  - c. Construction staking will be managed and completed under the direct supervision of a professional land surveyor registered in the State of Iowa.

2. **COMPENSATION.** The County shall compensate the Engineers for services under this agreement as follows:
  - a. The design fee for plans and specifications through bid letting shall be hourly rates not to exceed fees of Thirteen thousand three hundred and forty five dollars (\$13,345).
  - b. Construction Inspection and construction staking shall be hourly rates not to exceed fees of Six thousand one hundred sixty three dollars (\$6,163).
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 County within 30 days of the receipt of an approvable invoice.
4. **TERMINATION.** The County 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 County terminates the services under this Agreement the County 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 County.
6. **OWNERSHIP OF DOCUMENTS.** All notes developed under this Agreement shall become the property of the County upon completion or termination of the services by the Engineers. Upon request, the Engineer shall provide the County 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 County 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. Designate a liaison from the County who will serve at 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.

**WOODBURY COUNTY**

**ATTEST:**

By Madd Messon

By Pat J. Inl

Title: Board Chair

Title: Auditor

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By [Signature]  
Branch Manager

By [Signature]