

RESOLUTION 1945

A RESOLUTION ACCEPTING AND APPROVING AN ENGINEERING SERVICE AGREEMENT FOR THE DESIGN OF NEEDED IMPROVEMENTS RELATED TO THE WEST BRANCH WASTEWATER TREATMENT FACILITY.

WHEREAS, the City received a new National Pollutant Discharge Elimination System (NPDES) permit for the wastewater treatment facility that includes a compliance schedule to update the facility to meet more stringent effluent limits; and

WHEREAS, The City has approved an engineering service agreement through Resolution 1728 with Veenstra & Kimm, Inc of Coralville, Iowa for submitting and getting approved a facility plan as required by the Iowa Department of Natural Resources (IDNR); and

WHEREAS, The City of West Branch has received a proposal from Veenstra & Kimm, Inc. for the design of needed improvements related to the West Branch wastewater treatment facility; and

WHEREAS, The City of West Branch has adopted an incremental step rate system that has begun the process of raising funds for the costly process of making the aforementioned wastewater treatment facility improvements; and these funds are projected to have raised \$120,000 by February 2021; and

WHEREAS, The City will apply for an zero percent (0%) Planning and Design Loan January 3rd 2021 for the 100% of the Planning and Design expenses; and

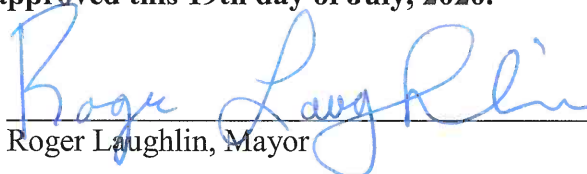
WHEREAS, this Loan once construction has been concluded will be wrapped into the State Revolving Fund (SRF) construction loan; and

WHEREAS, The City has a financial strategy to pay the amount of \$965,000 for the base engineering services needed for the design of improvements related to the West Branch Wastewater Treatment Facility; and these engineering services are deemed appropriate and are reasonably related to the purpose for which such fees are charged.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch that the Engineering Service Agreement for the Design of needed improvements related to the West Branch Wastewater Treatment Facility.

* * * * *

Passed and approved this 19th day of July, 2020.


Roger Laughlin, Mayor

Attest: 
Redmond Jones II, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2021 WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this 19th day of October, 2020, by and between the City of West Branch, a Municipal Corporation, hereinafter referred to as the "**CITY**", and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

WHEREAS, the **CITY** desires to construct improvements to the wastewater treatment facility, referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services; and

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.
2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the **CONSULTANT** may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall furnish the **CITY** with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the **CITY** is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$2,000,000/\$2,000,000

*Occurrence/Aggregate

**The City is not to be named as an additional insured.

*** Claims made basis

The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a fee of Nine Hundred Sixty-Five Thousand and 00/100 Dollars (\$965,000.00). Said fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

- A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.
- B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suite or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. LEGAL SERVICES. The **CITY** shall provide the services of a competent Attorney experienced in legal matters pertaining to this type of Project. The **CONSULTANT** shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

XIII. CHANGES AND EXTRA WORK. The above-stated fees cover the specific services as outlined in this Agreement. If the **CITY** requires additional services of the **CONSULTANT** in connection with the Project, the **CONSULTANT** shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work.

The method of compensation for authorized Extra Work shall be mutually agreed upon between the **CITY** and **CONSULTANT** at the time the work shall be authorized by the **CITY**.

XIV. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XV. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

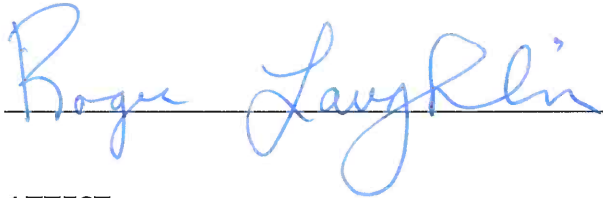
VEENSTRA & KIMM, INC.

An Authorized Representative

ATTEST:

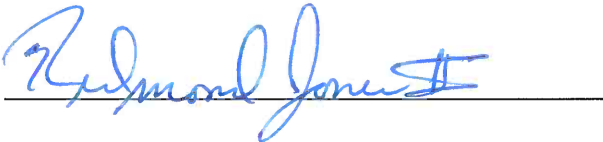
An Authorized Representative

CITY OF WEST BRANCH, IOWA



An Authorized Representative

ATTEST:



An Authorized Representative

ENGINEERING SERVICES AGREEMENT

WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2021 WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES

The following scope of work describes the services to be provided by the **CONSULTANT** for the Wastewater Treatment Facility Improvements 2021 project for the City of West Branch. The Project will include design services and preparation of plans and specifications for the improvements. The **CONSULTANT** will also provide bidding services and preparation of permit applications.

PROJECT DESCRIPTION

It is understood and agreed that the Project shall consist of the improvements as described in the Facility Plan including the following:

1. Construction of a new Blower Building to house blowers and electrical equipment.
2. Construction of a new aerated lagoon cell and associated aeration equipment and piping to connect to existing system.
3. Construction of a new 4-cell SAGR enhanced treatment aerated lagoon system with a treatment capacity of 0.924 million gallons per day AWW. The system includes an aeration system, clean gravel, mulch, piping, valves and manholes.
4. Removal of sludge from existing aerated lagoon cells.
5. Installation of a new lagoon aeration system.
6. Installation of a new ultraviolet disinfection system in new concrete channel.
7. Installation of a new standby generator for the new mechanical treatment units.
8. Modifications to existing piping to connect new treatment units.
9. Sitework and roadway improvements as needed to access new facility.

BASIC SERVICES

The Consultant shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Topographic and existing utility surveying of the site as necessary for preparation of plans and specifications.
2. Attend design conferences with the Owner as may be necessary to make decisions as to the details of design of the project. The Consultant shall make periodic progress reports to the City Council, as necessary.
3. Prepare final site layout.
4. Consultant shall prepare such preliminary and final plans and specifications as necessary for construction of improvements. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Preliminary plans and specifications (30% and 60%) shall be submitted to the Owner for review prior to completion of preparation of final plans and specifications. Approximately two weeks of review time is anticipated for review of each set of preliminary plans.
5. Consultant shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Consultant's best knowledge at the time of preparation of the estimate of cost. The Consultant shall not be responsible if the construction contract awarded for the Project varies from the Consultant's estimate of cost. The Consultant shall advise and assist the Owner, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
6. Consultant shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources, FEMA, US Army Corps of Engineers, and any other regulatory agency having jurisdiction over the activities included in the Project. Consultant shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Consultant's fees.
7. Consultant shall assist the Owner in complying with the requirements of the SRF Loan program including application for design services loan. Services by the Consultant shall include coordination of the agency review, public hearing and other preliminary activities necessary to obtain the approval and funding of the Project. Services by the Consultant during design and construction shall include satisfying the requirements of the Iowa Department of Natural Resources and obtaining the necessary construction permit. Services during construction shall include providing documentation to the Iowa Department of Natural Resources and coordinating Project review and inspection. The Owner shall be responsible for completing the loan documents and for submitting reimbursement requests to the State during construction.
8. Consultant shall prepare a scope of work for geotechnical investigation, including soil borings, required during the design phase of the Project. Consultant shall review with the Owner the scope of geotechnical investigation and quotation received from the geotechnical consultant. The Consultant shall coordinate the services of the geotechnical consultant including review of the findings of the geotechnical work and incorporation of the findings in the design of the Project. The actual cost for the

geotechnical consultant shall be paid directly by the Owner. The cost of the Consultant relating to coordinating and managing the geotechnical services are included as a part of the scope of work under this Agreement.

9. Consultant shall prepare a scope of work for independent contractor to evaluate sludge levels in the lagoon cells, including sludge depth, percent solids, and analytical testing for field application. Consultant shall review with the Owner the scope of sludge investigation and quotation received from the biosolids contractors. The Consultant shall coordinate the services of the biosolids contractor including review of the findings of the sampling and testing and incorporation of the findings in the design of the Project. The actual cost for the sampling and analysis shall be paid directly by the Owner. The cost of the Consultant relating to coordinating and managing the biosolids contractor services are included as a part of the scope of work under this Agreement.
10. The Consultant shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication cost shall be paid by the Owner.
11. The Owner shall compensate the Consultant for the actual cost of the plans and specifications provided to contractors, plan rooms, and suppliers during project bidding. The cost of plans shall be separate from the fee under this Agreement.
12. The Project shall be bid at one letting and under one contract. The Consultant shall have a representative present when the bids and proposals are opened and shall prepare a tabulation of bids for the Owner. Consultant shall advise as to the responsiveness of the bidders and assist in making the award of contract. Consultant shall prepare necessary contract documents following award. Consultant shall not be responsible for advising the Owner as to the responsibility of any bidder.
13. The Consultant shall provide general services during construction including:
 - a. Consultant shall conduct a preconstruction conference attended by representatives of the Owner, Consultant, and contractor to discuss details of the project.
 - b. Consult and advise with the Owner.
 - c. Periodic visits to the site during construction.
 - d. Assist Contractor in interpretation of plans and specifications.
 - e. Review drawings and data of manufacturers.
 - f. Coordinate and review work of testing laboratories for compaction and concrete tests.
 - g. Process and certify payment estimates of the Contractor to the Owner.
 - h. Prepare amendments to the contract documents, as necessary, to show major changes made during construction.
 - i. Provide information as necessary to include the establishment of required benchmarks and baselines for locations, elevations, and grades of construction. Detailed construction staking for the Project shall be performed by the Contractor.
14. Consultant shall make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications. The Consultant shall certify to the Owner that construction is substantially in compliance with the plans and specifications.

15. Consultant shall provide the Owner with two (2) complete sets of plans showing final construction. Information on details determined in the field during construction will be incorporated on the final plans in accordance with information furnished by the construction reviewer, the Owner, and the Contractor. As built drawings are based on the best available information and are not verified for accuracy.
16. Construction Observation and Resident Review services are understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. The consultant shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the construction work. On-site review shall take place on a part time basis during the construction work on the Project.
17. Compliance with SRF record keeping including review of contractor pay rolls and wage interviews associated with Davis-Bacon wage verification and documentation of materials for American Iron & Steel compliance during construction.
18. Owner shall provide the services of the City Attorney in matters pertaining to this Project. The Consultant shall cooperate with the Owner's attorney and shall comply with his/her requirements as to form of contract documents and procedures relative to them.

SERVICES NOT INCLUDED

The following is a partial list of services not included under this Agreement:

1. Soil borings, geotechnical investigation, compaction testing and contaminated soil investigations are not included in this Agreement.
2. Environmental studies, archaeological investigation, and wetland determinations are not included in this Agreement.
3. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the Owner regarding any of the projects included in this Agreement.
4. Topographic survey beyond that previously identified in the scope of work is not included in this Agreement.
5. Legal surveys to identify property boundaries are not included in this Agreement.
6. Materials testing and inspections other than those completed as part of the resident review on the site of the Project are not included in this Agreement.
7. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
8. Services required for re-design as a result of substitute products during the construction phase.
9. Services required as a result of Owner providing incomplete or incorrect Project information.
10. Construction staking.

11. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with Owner's program or other instruction.
12. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
13. Noise and/or odor studies.
14. Biosolids survey, sampling or testing.
15. Preparation of more than one bid package.
16. Meetings and negotiations with property owners.
17. Services associated with pilot testing of alternative treatment systems or evaluation of data obtained from pilot testing.

ENGINEERING SERVICES AGREEMENT

WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2021 WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Kickoff Meeting by November 1, 2020.
2. Topographic Survey by November 27, 2020.
3. Preliminary plans and specifications (60% complete) for City review by May 1, 2021.
4. Preliminary plans and specifications (90% complete) for City review by July 1, 2021.
5. Final construction plans and specifications shall be delivered by August 1, 2021.
6. Submittal of the IDNR Construction Permit shall be completed by August 1, 2021.
7. Anticipated bid date for the project is September 15, 2021.
8. Anticipated project award by October 1, 2021.
9. Project substantial completion is to be scheduled for November 2022.

The **CONSULTANT** shall not be responsible for delays in approval or other actions by governmental agencies or by delays in obtaining easements which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2021 WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the lump sum fee of Five Hundred Eighty-Three Thousand Dollars (\$583,000);
2. For **GENERAL SERVICES**, the lump sum fee of Two Hundred Twenty-Eight Thousand Dollars (\$228,000);
3. For **RESIDENT REVIEW**, the estimated fee of One Hundred Forty-Eight Thousand Dollars (\$148,000); based on providing 1,800 hours of review time at \$80/hour, plus direct expenses.
4. For **SRF Record Keeping**, the estimated fee of Six Thousand Dollars (\$6,000); based on providing 110 hours of review time at \$57/hour, plus direct expenses.

Said total fees shall be paid by the **CITY** to the **CONSULTANT** shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2021 WEST BRANCH, IOWA

EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."