



*CITY OF IOWA CITY*

**Request for Proposal (rfp) for Design Engineering and Construction Services  
City of Iowa City Radio Tower Project  
Iowa City, Iowa**

**Introduction**

The City of Iowa City is soliciting proposals for a qualified consultant to provide engineering services for a propagation study and design of a Public Works radio tower in Iowa City, IA.

**Project Objectives**

This project has three objectives: 1) perform a propagation study to determine viable locations for a Public Works radio tower; 2) design and prepare plans and specifications for a radio tower that meets the specific requirements of the City of Iowa City; 3) provide alternative options for leasing space to other providers and carriers. The consultant will be expected to determine quantities of all materials, including any special materials required and incorporate any such items in the project cost. The consultant will provide cost estimates and engineering services to implement the selected improvement option.

**Project Background**

The City of Iowa City currently operates a primary and secondary radio tower for the public Works Radio System. The primary tower is located at the corner of Prairie Du Chien Road and St. Clement Street on the north side of Iowa City. The secondary, backup, tower is located at 1201 1<sup>st</sup> Avenue in Coralville, Iowa. The secondary tower is owned by Global Tower Partners and leased by the City of Iowa City through June 30, 2019. The City desires to remove City owned equipment (Motorola Turbo System with one controller and seven repeaters) on the existing secondary tower and reinstall the equipment on a new, City owned, tower. The primary criteria for the new secondary tower includes geographic redundancy, located on City owned property if feasible, a minimum coverage specified in this RFP, and fully operational by March 1, 2019.

**Propagation Study**

1. Attend a meeting with Iowa City Public Works staff to review the project scope, schedule, and fee and to discuss key elements. The consultant's lead design engineer will participate in person with other staff deemed necessary.
2. Collect drawings, specifications, reports, and other pertinent information related to the Public Works Radio System. The City of Iowa City will provide available information upon request.
3. Perform propagation analysis of the selected frequency. At a minimum, the propagation coverage analysis shall cover the 25 square miles of the City's jurisdiction to determine the coverage and interference in the required area. Computer models may be used to conduct an initial coverage analysis, but must be supported by field measurements.
4. Coverage and System Requirements

Radio coverage shall at minimum meet the coverage capabilities of the existing backup radio tower. For reference, the following table illustrates the required coverage of the City's Digital Land Mobile Radio System.

Requirements	Specification
<b>Sys-1</b> In-Street Coverage	i. 99% (or minimum of 95% if specified in the contract resulting from this RFP) in car-installed mobile radio (subscriber device) coverage on roads. ii. 99% (or minimum of 95% if specified in the contract resulting from this RFP) handheld portable subscriber device in-street coverage in City of Iowa City and in certain other specified locations.
<b>Sys-2</b> In-Building Coverage	i. Coverage capabilities for in-building coverage must be demonstrated as equal to or better than existing coverage capabilities.
<b>Sys-3</b> Reliability	i. In addition to meeting the manufactures specifications for reliability (Mtbh), the overall system availability to support applications and usage with predicted reliability of 99.9%. ii. Any element used in the system backbone, which is used for the purpose of transporting communication and usage, shall be designed to have a predicted reliability of 99.999% as measured on a 365 rolling day basis.
<b>Sys-4</b> Expandability	i. Ability to increase capacity as needed through allocation of equipment or other means. ii. Ability to increase coverage as needed through addition of repeaters or other means.
<b>Sys-5</b> Systems or Console Management	i. Monitor and control system resources and status system(s) alarms, performance and operation.

5. City owned properties with existing fiber optic infrastructure shall be directly evaluated for signal strength. If holes in coverage exist at these locations, alternate sites shall be identified and evaluated.
6. Informally present the results of propagation analysis to Public Works staff for discussion and final selection of the recommended option(s) to proceed with for design. A total of three (3) options, including the consultant's recommended final location, shall be presented in a report that includes a map of the signal coverage within the City's jurisdiction and the location of proposed sites with existing utilities, recommended structure, and required infrastructure. The presented options should also include detailed cost estimations and options for leasing space to other providers/carriers.

### **Design Services**

The following are the minimum requirements. Additional work or scope items beyond this shall be considered to ensure the City has a complete project.

1. Prepare project plans and specifications. The consultant is expected to use the City's front end documents in preparing the bid documents.
2. Submit 50 percent and 90 percent design completion plans and specifications and an opinion of probable cost to the City for review and comment. Meet with City Public Works staff to discuss

project plans and specifications. The following information shall be included in the project documents:

- a. Cover sheet with index and vicinity map
  - b. Symbolology and reference data
  - c. Phasing plan
  - d. Site and project plan for each phase
    - i. Include material/equipment storage and staging areas
  - e. Demolition drawings and details
  - f. Structural drawings
  - g. Electrical and Mep drawings
  - h. Hardware component schedules and details
3. Address the City's 50 percent and 90 percent review comments and incorporate into the final project documents as appropriate. Provide the City with up to four hard copies, and one electronic copy, of the final plans and specifications, sealed by a professional engineer licensed in the State of Iowa.

#### **Bidding and Construction Related Services**

1. Attend a pre-bid meeting and issue addendum(s) as needed.
2. Attend a pre-construction meeting.
3. Review shop drawings and associated materials/products prior to installation by contractor. Provide comments as necessary.
4. Perform a final site visit upon completion of construction to determine the project conforms to the Contract Documents. Daily inspections will be performed by the City.
5. Prepare a punch list of items to be completed or corrected and provide the punch list to the City. The contractor will coordinate with the City and consultant to address the list and prepare closeout documents.
6. Review contractor prepared as-built drawings and provide record drawings and comments to the City in the form of reproducible hard copy drawings and electronic Autocad files.

#### **Project Schedule**

The City desires to complete the project in a timely manner, with construction design plans and bid documents ready to go out for bid by a sufficient date such that the new backup system would be fully operational by March 1, 2019. An estimated proposal selection schedule is listed below:

September 27, 2017:	Distribution of rfp Documents
October 13, 2017:	Deadline for rfp Questions
October 20, 2017:	Receive rfp Submissions
November 10, 2017:	Selection of Consultant
December 15, 2017:	Signed Contract for Consultant Services

#### **Estimate of Fees**

A fee estimate and breakdown shall be included in the Consultant's proposal. Hourly rates shall be included for all staff that will be expected to work on the project as described in the scope. Compensation for services is expected to be hourly not-to-exceed compensation.

#### **Proposal Submittal Requirements**

Submittal Deadline: **Friday, October 20<sup>th</sup> at or before 2:30 pm.**

Submittal Location: City of Iowa City, City Clerk's Office  
City of Iowa City Radio Tower Project

410 E Washington St  
Iowa City, IA 52240

Submittal Copies: Four (4) paper copies and one electronic copy.

Submittals shall include the following contents at a minimum:

- 1.) Name and contact information of the design firm and primary contact person.
- 2.) Statement of qualifications and examples of similar experience on other projects.
- 3.) Proposed project scope, schedule, and potential issues.
- 4.) Total Project Cost detailing standard hourly rates.

Submittals shall be limited to no more than twenty (20) pages single-sided, or ten (10) pages double-sided.

Submittals will be evaluated according to the following criteria:

<b><u>Evaluation</u></b>	<b><u>Assigned Points</u></b>
Experience/Qualifications	50
Project Approach	30
Consultant Fees and Project Cost	10
Project Scheduling	<u>10</u>
<b>Total Points</b>	<b>100</b>

#### **Contact Information**

All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the representative listed below. All questions will be answered on an individual basis and will not be posted to the City's website. In order to receive a response they must be in written form and be submitted via e-mail no later than **October 13, 2017, 2:30 p.m. (local time)**.

Brett Zimmerman  
Phone: 319-356-5044  
[Brett-Zimmerman@iowa-city.org](mailto:Brett-Zimmerman@iowa-city.org)

#### **Attachments**

- Wage Theft Policy (needs to be signed prior to work; note any exceptions requested)
- Contract Compliance Document (submission of the Contract Compliance Document and the company's EEO Policy will be required only upon contract award).
- Template Consultant Agreement (format to be used for the consultant agreement; consultant shall note any exceptions requested)

## **Attachments**

### **City of Iowa City Wage Theft Policy**

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter "Wage Theft Policy")

I. **Application.** The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. "Discretionary" economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

**Contract provision:** Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

**City of Iowa City Wage Theft Policy**

Your firm must carefully review the policy as included above. Document within the proposal your ability to uphold the policy. Any objection that your firm has should also be stated in the proposal.

### **Contract Compliance Document**

***Note: Submission of the Contract Compliance Document and the company's***

***EEO Policy will be required only upon contract award.***

#### **General Policy Statement**

It is the policy of the City of Iowa City to require equal employment opportunity in all City Contract work. This policy prohibits discrimination by the City's contractors, consultants and vendors and requires them to ensure that applicants seeking employment with them and their employees are treated equally without regard to race, color, creed, religion, national origin, sex, gender identity, sexual orientation, disability, marital status, and age.

It is the City's intention to assist employers, who are City contractors, vendors or consultants, in designing and implementing equal opportunity so that all citizens will be afforded equal accessibility and opportunity to gain and maintain employment.

Provisions:

1. All contractors, vendors, and consultants requesting to do business with the City must submit an Equal Opportunity Policy Statement before the execution of the contract.
2. All City contractors, vendors, and consultants with contracts of \$25,000 or more (or less) if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Program. Emergency contracts may be exempt from this provision at the discretion of the City. Regardless of the value of the contract, all contractors, vendors, and consultants are subject to the City's Human Rights Ordinance, which is codified at Article 2 of the City Code.
3. Contracting departments are responsible for assuring that City contractors, vendors, and consultants are made aware of the City's Contract Compliance Program reporting responsibilities and receive the appropriate reporting forms. A notification of requirements will be included in any request for proposal and notice of bids.
4. Contracting departments are responsible for answering questions about contractor, consultant, and vendor compliance during the course of the contract with the City.
5. All contractors, consultants and vendors must refrain from the use of any signs or designations which are sexist in nature, such as those which state "Men Working" or "Flagman Ahead", and instead use gender neutral signs.
6. All contractors, consultants, and vendors must assure that their subcontractors abide by the City's Human Rights Ordinance. The City's protected classes are listed at Iowa City City Code section 2-3-1.

#### **Suggested Steps To Assure Equal Employment Opportunities**

1. Company Policy  
Determine your company's policy regarding equal employment opportunities. Document the policy and post it in a conspicuous place so that it is known to all your employees. Furthermore, disseminate the policy to all potential sources of employees and to their subcontractors asking

their cooperation. The policy statement should recognize and accept their responsibility to provide equal employment opportunity in all your employment practices. In regard to dissemination of this policy, this can be done, for example, through the use of letters to all recruitment sources and subcontractors, personal contacts, employee meetings, web page postings, employee handbooks, and advertising.

2. Equal Employment Opportunity Officer

Designate an equal employment opportunity officer or, at a minimum, assign someone the responsibility of administering and promoting your company's Equal Employment Opportunity program. This person should have a position in your organization which emphasizes the importance of the program.

3. Instruct Staff

Your staff should be aware of and be required to abide by your Equal Employment Opportunity program. All employees authorized to hire, supervise, promote, or discharge employees or are involved in such actions should be trained and required to comply with your policy and the current equal employment opportunity laws.

4. Recruitment

- (a) Let potential employees know you are an equal opportunity employer. This can be done by identifying yourself on all recruitment advertising as "as equal opportunity employer".
- (b) Use recruitment sources that are likely to yield diverse applicant pools. Word-of-mouth recruitment will only perpetuate the current composition of your workforce. Send recruitment sources a letter annually which affirms your commitment to equal employment opportunity and requests their assistance in helping you reach diverse applicant pools.
- (c) Analyze and review your company's recruitment procedures to identify and eliminate discriminatory barriers.
- (d) Select and train persons involved in the employment process to use objective standards and to support equal employment opportunity goals.
- (e) Review periodically job descriptions to make sure they accurately reflect major job functions. Review education and experience requirements to make sure they accurately reflect the requirements for successful job performance.
- (f) Review the job application to insure that only job related questions are asked. Ask yourself "Is this information necessary to judge an applicant's ability to perform the job applied for?" Only use job-related tests which do not adversely affect any particular group of people.
- (g) Monitor interviews carefully. Prepare interview questions in advance to assure they are only job related. Train your interviewers on discrimination laws. Biased and subjective judgments in personal interviews can be a major source of discrimination
- (h) Improve hiring and selection procedures and use non-biased promotion, transfer and training policies to increase and/or improve the diversity of your workforce representation. Companies must make sure procedures for selecting candidates for promotion, transfer and training are based upon a fair assessment of an employee's ability and work record. Furthermore, all companies should post and otherwise publicize all job promotional opportunities and encourage all qualified employees to bid on them.

Below for your information is a copy of Section 2-3-1 of the Iowa City Code of Ordinances which prohibits certain discriminatory practices in employment as well as a sample policy. Please note that the protected characteristics include some not mandated for protection by Federal or State law. As a contractor, consultant or vendor doing business with the City of Iowa City you are required to abide by the provisions of the local ordinance in conjunction with your performance under a contract with the City.

2-3-1: Employment; Exceptions:

- A. It shall be unlawful for any employer to refuse to hire, accept, register, classify, promote or refer for employment, or to otherwise discriminate in employment against any other person or to discharge any employee because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 03-4105, 12-16-2003)
- B. It shall be unlawful for any labor organization to refuse to admit to membership, apprenticeship or training an applicant, to expel any member, or to otherwise discriminate against any applicant for membership, apprenticeship or training or any member in the privileges, rights or benefits of such membership, apprenticeship or training because of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation of such applicant or member.
- C. It shall be unlawful for any employer, employment agency, labor organization or the employees or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals are unwelcome, objectionable or not solicited for employment or membership because of age, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- D. Employment policies relating to pregnancy and childbirth shall be governed by the following:
  - A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this title.
  - Disabilities caused or contributed to by the employee's pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment or any written or unwritten employment policies and practices involving terms and conditions of employment as applied to other temporary disabilities.
- E. It shall be unlawful for any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus. An agreement between employer, employment agency, labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services, that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other person in a specific occupation.
- F. The following are exempted from the provision of this section:

- Any bona fide religious institution or its educational facility, association, corporation or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification. (Ord. 94-3647, 11-8-1994)
- An employer or employment agency which chooses to offer employment or advertise for employment to only the disabled or elderly. Any such employment or offer of employment shall not discriminate among the disabled or elderly on the basis of age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation. (Ord. 95-3697, 11-7-1995)
- The employment of individuals for work within the home of the employer if the employer or members of the family reside therein during such employment.
- The employment of individuals to render personal service to the person of the employer or members of the employer's family. (Ord. 94-3647, 11-8-1994)
- The employment on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- A state or federal program designed to benefit a specific age classification which serves a bona fide public purpose. (Ord. 94-3647, 11-8-1994)
- The employment on the basis of disability in those certain instances where presence of disability is a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise. The bona fide occupational qualification shall be interpreted narrowly. (Ord. 03-4105, 12-16-2003)
- Any employer who regularly employs less than four (4) individuals. For purposes of this section, individuals who are members of the employer's family shall not be counted as employees. (Ord. 08-4312, 8-11-2008)

**Sample: Equal Employment Opportunity Policy**

To all employees of \_\_\_\_\_

This Company and its employees shall not discriminate against any employee or applicant for employment based on his or her age, national origin, color, creed, disability, gender identity, marital status, race, religion, sex or sexual orientation. The antidiscrimination policy extends to decision involving hiring, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Further, this Company and its employees will provide a working environment free from such discrimination.

All employees are encouraged to refer minority and women applicants and applicants with disabilities for employment.

The Equal Employment Opportunity Officer for \_\_\_\_\_ is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Note: This is a sample only.** You may wish to confer with your Equal Employment Opportunity Officer or legal counsel to formulate a policy which specifically meets the needs of your company.

### **Assurance of Compliance**

The following sets forth the minimum requirements of a satisfactory Equal Employment Opportunity Program which will be reviewed for acceptability.

With respect to the performance of this contract, the contractor, consultant or vendor agrees as follows:

(For the purposes of these minimum requirements, “contractor” shall include consultants and vendors)

1. The contractor will not discriminate against any employee or applicant for employment and will take affirmative efforts to ensure applicants and employees are treated during employment without regard to their race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, marital status, and age. Such efforts shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that it is an equal opportunity employer.

Note: Contracts that are federally funded are subject to Executive Order No. 11246, as amended, and the regulations (see generally 29 U.S.C. § 1608 et seq.) and relevant orders of the U.S. Secretary of Labor. The Secretary of Labor, and not the City, enforces said regulations and orders.

3. **Provide a copy of your written Equal Employment Opportunity Policy Statement.**  
Where is this statement posted?

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4. Print the name, telephone number, email and address of your business' Equal Employment Opportunity Officer?

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

5. The undersigned agrees to display, in conspicuous places at the work site, all posters required by federal and state law for the duration of the contract. Note: The City can provide assistance in obtaining the necessary posters.

6. How does your business currently inform applicants, employees, and recruitment sources (including unions) that you are an Equal Employment Opportunity employer?

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The above responses to questions 1 through 6 are true and correctly reflect our Equal Employment Opportunity policies.

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Business Name

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Phone Number

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Signature

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Title

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### **Consultant Agreement**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the City and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as the Consultant.

<b>Brief Project Description Beginning with “Whereas”</b>
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Now Therefore, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

#### **I. Scope of Services**

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

<b>Describe Scope of Services</b>
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#### **II. Time of Completion**

The Consultant shall complete the following phases of the Project in accordance with the schedule shown.

<b>Present Schedule of Services</b>
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#### **III. General Terms**

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
  - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, 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, gender identity, or sexual orientation.

- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "lump sum" amount listed in Section IV. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.
- H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, 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 limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.
- I. The Consultant agrees to furnish all reports, specifications, and drawings, with the seal of a professional engineer affixed thereto or such seal as required by Iowa law.
- J. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- K. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.

- L. Original contract drawings shall become the property of the City. The Consultant shall be allowed to keep reproducible copies for the Consultant's own filing use.
- M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.
- N. Upon signing this agreement, Consultant acknowledged that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.
- O. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions to the City in the sum of \$1,000,000.

**IV. Compensation for Services**

<b>Describe Compensation</b>
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**V. Miscellaneous**

- A. All provisions of the Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering Profession.
- B. It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, that it is the entire Agreement, and that no other monies or considerations have been solicited.
- C. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Johnson County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.

For the City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

For the Consultant

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by:

\_\_\_\_\_

City Attorney's Office

\_\_\_\_\_

Date