AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
DISTRICT 1 NEIGHBORHOOD PLAN

THIS AGREEMENT made this _____ day of ____________, 2020 by and between the City of Clive, Iowa (“City”) and ____________________________, an ___________ limited liability company (“Consultant”).

WITNESSETH

WHEREAS, the City desires to engage the Consultant to render certain agreed upon professional consulting services for the District 1 Neighborhood Plan (“Project”), and the Consultant is willing to provide such services, all upon the terms set forth below.

NOW THEREFORE, in consideration of these premises, the parties hereto agree as follows:

1. **Scope of Services:** The Consultant will undertake all of the work assigned by the City relating to the attached Exhibit A: Scope of Services.

2. **Schedule:** The Consultant’s services shall commence upon execution of this Agreement by both parties. Once approved by the City, the Consultant shall complete the tasks within the generally provided schedule identified in the Scope of Services and in no event later than to June 25, 2020. City agrees that the Consultant is not responsible for delays arising from a change in the Scope of Services or delays resulting from causes not directly related to the actions of the Consultant.

   The City agrees to be responsible for the timely delivery of data and support information requested by the Consultant in a manner that will allow the Consultant the ability to perform its services within the time frame noted above.

3. **Compensation:** The Consultant shall be compensated a lump sum fee not-to-exceed $____________, including any authorized reimbursable expenses. Consultant will bill on a monthly basis hours of work completed, up to the maximum fee stated above. Consultant will not exceed the maximum fees stated above without written authorization from the City.

   In consideration of the compensation to be paid, the Consultant will exercise reasonable skill, care and diligence in the performance of its services, and will carry out its responsibilities in accordance with the customarily accepted practices in the Consultant’s professional community.

   The City agrees to pay the submitted monthly invoice amount within 45 days after receipt of Consultant’s invoice. If the invoice is not paid within 45 days, the Consultant may suspend services upon written notice to the City. If a portion of the Consultant’s statement is disputed, the City shall pay the undisputed portion by the due date. Interests on amounts
due and unpaid shall accrue at the rate of 1.5% per month from date due until paid. In any action to recover payment due, Consultant shall be entitled to recover its attorney’s fees cost. The City shall advise the Consultant in writing of the basis for any disputed portions of the statement within 7 days of receipt of invoice. Undisputed portions of the invoice shall be timely paid by City notwithstanding such disputed portions.

4. **Time and Expense Records:** The Consultant shall keep and maintain time and expense records relating to the scope of services described above, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the City. The City shall have the right to examine such records as it deems necessary upon reasonable notice to the Consultant.

5. **Authorization of Changes:** Any changes or additional work required for the performance of this Agreement and any compensation due for the provision of additional services shall only be authorized by the City in writing, and the Consultant shall first request such changes in writing prior to initiating any additional work. The Consultant shall be compensated for any additional work so approved and authorized, based upon a fee determined by the Consultant and City for such additional professional services.

6. **Notice:** Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the address designated below.

FOR THE CITY:  
Name: City of Clive, Iowa  
Attn: Matt McQuillen, City Manager  
Address: 1900 NW 114th Street  
City, State: Clive, Iowa

FOR THE CONSULTANT:  
Name: __________________________  
Attn: ___________________________  
Address: ________________________  
City, State: ______________________

7. **Liability:** The City agrees to indemnify and hold harmless the Consultant, its staff and employees and affiliates from any and all losses of whatever kind to the extent caused by City’s negligent acts, errors or omissions in the performance of this Agreement. The Consultant agrees to indemnify and hold harmless the City, its employees, officials, agents and representatives, from any and all losses of whatever kind to the extent caused by Consultant’s negligent acts, errors or omissions in the performance of the professional services under this Agreement and those of its sub-consultants or anyone for whom Consultant is legally liable.

8. **Insurance:** Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant’ representative(s) in connection with the professional services which are to be provided by Consultant pursuant to the Agreement, including protection from claims for bodily injury, death, property damage, and lost
income. Consultant agrees that failure to maintain any of the insurance coverage’s set forth shall constitute a material breach of this Agreement. Consultant shall maintain, at its own expense, the following insurance:

(a) Professional Liability coverage, provided by an insurance company licensed to do business in the State of Iowa, in the amount of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within 5 days of the cancellation or material alteration of the professional liability policy.

(b) Comprehensive General Liability coverage and contractual liability coverage by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least 30 days written notice.

(c) Comprehensive Automobile coverage, including owned, hired and non-owned vehicles, if any, in the amount of $1,000,000. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least 30 days written notice.

9. **Termination:** Each party may terminate this Agreement with ten (10) days’ written notice to the other party. In the event of such termination, provided the Consultant is not then in default under this Agreement, the City shall pay the Consultant its compensation and expenses to and through the actual date of termination, upon documentation of those costs by written invoice to the City. In the event of termination by either party, the Consultant agrees that the City may take possession of any work and may complete the Project by whatever means the City may select.

10. **Ownership of Documents:** Upon receipt of final payment by Consultant, all original final documents, studies or graphic materials, drawings, plans and digital files prepared by the Consultant shall be deemed property of the City except as to confidential matters or trade secrets of the Consultant (if identified as such in writing by the Consultant), but only after the final payment by the City for the same. The Consultant shall be permitted to retain copies, including reproducible copies, of the Consultant’s drawings, specifications and other documents.

All final documents, studies or graphic materials, drawings, plans and digital files prepared by the Consultant are intended to provide planning concepts for future implementation, and the Consultant agrees that all such documents owned by the City can be used freely for planning purposes. The City shall prohibit any future third-party from utilizing the Consultant’s drawings, specifications or other documents on other projects not authorized by the City. In the case of any future reuse of the documents by the City without Consultant’s direct professional involvement, the Consultant’s and Consultants’ sub-consultants’ names and seals shall be removed from all such documents and the Consultant shall not be liable to the City in any manner whatsoever for their reuse.

11. **Confidentiality of Findings:** Any reports, information, date or intellectual property whatsoever given or prepared as assembled by the Consultant under this Agreement shall
not be made available to any individual or organization by the Consultant without the prior written approval of the City.

12. **Public Relations:** Consultant shall have the right to retain and utilize copies of all work it produces on the Project for citation and dissemination in the Consultant’s resume, brochures and other generally recognized forms of professional public relations.

13. **Extent of Agreement:** This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Consultant.

14. **Severability:** Should any of the provisions of this Agreement be determined to violate any state law or City ordinance, that shall not affect the validity of the other terms of this Agreement and there shall be added to this Agreement a legal, valid or enforceable term or provision as similar as possible to the stricken provision.

15. **Applicable Law:** Parties agree that Iowa law is controlling in interpreting this Agreement.

16. **Assignment:** Consultant shall not assign this Agreement or any part hereof, or the right to any payments be received hereunder, without prior written consent of City. However, Consultant may subcontract portions of the services to sub-consultants approved by the City without violating this provision.

17. **Independent Contractor:** Consultant understands and agrees that the Consultant and Consultant’s employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant’s employees, representatives or other personnel performing the professional services specified in this Agreement.

18. **General Compliance:** In the conduct of the professional services contemplated thereunder, the Consultant shall comply with applicable state, federal and local laws, rules and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

19. **Counterparts:** This agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above,

FOR:

**CITY OF CLIVE**

Name: ________________________