



MMS Consultants, Inc.
Experts in Planning and Development Since 1975

1917 S. Gilbert Street
 Iowa City, Iowa 52240

319.351.8282

mmsconsultants.net
 mms@mmsconsultants.net

PROFESSIONAL SERVICES AGREEMENT

ATTN: Curt Pratt
 Chief Operating Officer
 Iowa City Community School District
 1137 S. Riverside Dr.
 Iowa City, Iowa, 52246

PROJECT: 2025 West High School West-End Regrading Project

PROJECT LOCATION: Iowa City, Iowa

DATE OF AGREEMENT: July 14, 2025

PROJECT DESCRIPTION

This project consists of site plan, construction documents and construction administration for the Iowa City Community School District – 2025 West High School West-End Regrading Project located in Iowa City, Iowa.

SCOPE OF SERVICES

The project consists of the following scope of services:

1. Topographic survey
 - a) Perform “One-Call” and incorporate buried utility information into documents.
 - b) Establish benchmark and control points on the site at NAVD 88 datum.
 - c) Locate all existing features above ground within the project area:
 - 1) Trees, with trunk size at waist height and note species
 - 2) Surfaced areas, drives, walks, steps, etc.
 - 3) Fences, walls, posts, poles, etc.
 - 4) Building(s) noting elevation of finish floor at each entry, if appropriate
 - d) Location, size, and depth of all buried utilities, structures and features not reasonably accessible from the ground surface, shall be as marked and identified in the field by the owner of each respective utility or from “Record-of-Construction” information provided by the respective utility owner. Specific utilities to be located are as follows:
 - 1) Water and gas mains
 - 2) Power, communication and CATV lines
 - 3) Existing storm and sanitary sewer on/or near the property, including flow direction, slope, type, size, top and invert elevations of all inlets, culverts, manholes, headwalls, etc.
 - e) Utility information provided by the utility companies and local government by map only will be shown on the survey exhibit plan.
 - f) Contours at 1-foot intervals. Spot elevations at critical locations on all existing paved surfaces. Spot elevations on paved surfaces to the nearest 0.01 foot and 0.1 feet for existing ground. All elevations to be on NAVD 88



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2. Planning services for incorporation into the grading plan.
 - a) Design overall Grading plan of West High School property.
 - 1) Meet with District staff to gain understanding of desired aesthetic.
 - 2) Design concept and analyze challenges and opportunities
 - 3) Review concepts with District and revise per District direction
 - 4) Prepare final plan.
3. Civil Engineering services for site demolition, grading and related site improvements:
 - a) Design in coordination with Owner and design team to develop the design, including:
 - 1) Design of preliminary grading and
 - 2) Design of site utilities and storm water management affected by grading
 - 3) Design of site landscaping and of associated site improvements
 - b) Coordinate design with ICCSD's Geotechnical Engineer.
 - c) Prepare bid documents for site demolition, grading and site improvements.
 - d) Construction documents including:
 - 1) Site demolition and preparation plan
 - 2) Site layout and dimension plans.
 - 3) Details and cross-sections
 - 4) Site utility plan.
 - 5) Grading and erosion control plans.
 - 6) Site landscaping plan.
 - 7) Site details.
 - 8) Project specifications
4. Provide bidding services
 - 1) Advertise and distribute Bid Documents to requesting bidders.
 - 2) Answer bidder's questions and prepare any required addenda
 - 3) Assist District with pre-bid meeting, bid opening and bid tabulation
 - 4) Prepare recommendation of award letter to School Board
5. Provide Construction Administration Services:
 - 1) Coordinate Pre-construction meeting.
 - 2) Perform routine site visits to observe and analyze construction progress and procedures.
 - 3) Schedule periodic OAC progress meetings.
 - 4) Review contractor submittals, RFI's, ITC's and COR's.
 - 5) Review and approve contractor's pay requests.
 - 6) Site visits as required to deal with construction issues.
 - 7) Develop contractor's punch list with District representative.

Scope of services DOES NOT include:

1. Televising or potholing existing underground utilities
2. Employing any techniques of subsurface exploration or pressure testing

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- 3. Geotechnical investigations, testing and reports.
- 4. Archaeological investigation and/or survey services
- 5. Environmental impact studies including asbestos survey
- 6. Wetland survey, delineation and mitigation.
- 7. Construction staking, construction materials testing and/or soil compaction testing.
- 8. Preparing as-built construction plans
- 9. Fees related to permits
- 10. Easement Plats

SCHEDULE

We will begin our services as soon as directed by the District. We anticipate the following schedule:

Project final design	Aug 12, 2025
Bid documents release	Aug 13, 2025
Board approval of bid	Sept 23, 2025
Completion of project	June 15, 2026

COMPENSATION

TOPOGRAPHIC SURVEY	Fixed Fee.....	\$5,350
ENGINEERING SERVICES		
COORDINATION, DESIGN, BID DOCS, BIDDING & CONST. ADMIN.	Fixed Fee.....	\$74,150

TOTAL	\$79,500
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ADDITIONAL SERVICES

MMS Consultants, Inc. will provide additional services as directed by the Client at our current hourly rates.

TERMS AND CONDITIONS

- 1. Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers.



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2. MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
3. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
4. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except MMS's own employees) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.
5. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
6. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.
7. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on representations made in such documents and was damaged thereby. Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.
8. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.
9. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.
10. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.



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AGREEMENT

This is an Agreement made as of July 14, 2025, between MMS Consultants, Inc. (MMS) and Iowa City Community School District (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

MMS Consultants, Inc.

Iowa City Community School District

By: Lucas Nestor

DocuSigned by:
By: Ruthina Malone
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