



CONSULTANT SERVICES AGREEMENT

August 01, 2025

Curt Pratt
1137 S Riverside Dr.
Iowa City, IA

PROJECT: City High School Theater Lighting Upgrade

Dear Curt,

We are pleased to offer our services as Electrical Consultants for the project noted above. Our interpretation of the scope of the project is as follows.

PROJECT DESCRIPTION

- A. The project includes providing new LED lighting to replace the existing incandescent lighting in the theater. Lighting upgrade includes house lighting, theatrical performance lighting and lighting control system.
 - 1. Construction Budget: \$780,000
 - 2. Schedule:
 - a. Construction Documents, August 15, 2025
 - b. Bids, September 11, 2025
 - c. Substantial Completion, March 20, 2026

SCOPE OF SERVICES

- A. Design: Provide bid documents and specifications for securing competitive bids. Includes front end documents to comply with Iowa public bid laws. Design is for electrical work only to provide new LED lighting system for the theater.
- B. Construction: Provide construction administration services that include:
 - 1. Prepare initial drafts of AIA Client-Contractor agreements, including the contractor agreement, general conditions, notice to bidders, and notices and resolutions required for compliance with Iowa Code Chapter 22
 - 2. Coordinate regular construction meetings
 - 3. Review shop drawings
 - 4. Conduct bi-weekly site observations during the construction phase
 - 5. Provide clarifications throughout the construction phase
 - 6. Perform final punchlists and closeout procedures
 - 7. Perform warranty inspection at the conclusion of the contractor's warranty period

COMPENSATION

A. Basic Services:

1. We propose to provide the services indicated for a total fixed fee of **sixty-two thousand (\$62,000).**
2. The fixed fee will be payable in accordance with the following schedule:

Design Phase (75%)	\$ 46,500.00
Construction Administration Phase (25%)	\$ 15,500.00
	\$ 62,000.00

B. Additional services:

1. To be negotiated as a fixed amount or invoiced on an hourly basis at the rates in Appendix B.
2. No additional services may be provided by the Consultant without the prior written permission of the Client. Any additional services performed without prior written permission may not be charged to the Client.

C. Reimbursable Expenses:

1. In addition to the fixed fee for basic services and the fee associated with additional services approved by Client, the Consultant may invoice Client for reimbursable expenses listed in Article 3 of Appendix A.
2. Notwithstanding the foregoing, the total amount paid by Client for reimbursables during the life of the project may not exceed \$2,500 without express prior written approval of the Client given in advance of the expense being incurred. Any expense incurred beyond this cap will be at Consultant's sole expense.

D. Invoices:

1. All fees for basic services, permitted additional services, and reimbursable expenses will be payable by Client within 30 days of receipt of an invoice from Consultant.
2. If Client fails to pay the invoice within said 30-day period, the Consultant may issue a new invoice showing the original amount owed by Client plus a one-time 1.5% late charge, which shall be due by Client within 10 days of receipt.

Please acknowledge agreement by signing both copies and returning one copy to our office. We look forward to working with you on this project.

Respectfully submitted,

DESIGN ENGINEERS, P.C. (Consultant)


 Jonathan C. Gettler, PE
 Electrical Engineer, Principal

Accepted,

IOWA CITY COMMUNITY SCHOOL DISTRICT (Client)


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APPENDIX A

STANDARD TERMS OF AGREEMENT

ARTICLE 1. THE CLIENT'S RESPONSIBILITIES

- 1.1 The Client's representative shall furnish to the Consultant, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes and loads of equipment furnished by others for incorporation into the Project. Any information furnished by the Client shall be for the Consultant's reference only. The Consultant shall not be entitled to rely on any information furnished by the Client.
- 1.2 The Client's representative shall review the Consultant's work for compliance with the Project's program.

ARTICLE 2. ADDITIONAL SERVICES

- 2.1 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.
- 2.2 Providing financial feasibility or other special studies and submissions required for approvals of governmental authorities or others having jurisdiction over the project.
- 2.3 Providing professional services made necessary by the material default or by major defects in the work of the Contractor(s).
- 2.4 Providing assistance in the utilization of equipment or systems such as initial start-up, testing/adjusting/balancing, preparation of O & M manuals, training personnel for operation and maintenance, and consultation during operation.
- 2.5 Preparing a set of record drawings based on marked-up drawings and other data furnished by the Contractor(s).

ARTICLE 3. REIMBURSABLE EXPENSES

- 3.1 Expense of legally-necessary or Client-requested reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Consultant or Client.
- 3.2 Expense of subconsultants and outside vendors, to be invoiced at the actual cost of the expenses incurred by Consultant.
- 3.3 Fees paid for securing approvals of authorities having jurisdiction over the Project.

ARTICLE 4. PAYMENTS TO CONSULTANTS

- 4.1 Payments to the Consultant for Basic and Additional Services shall be made as specified in the quotation.
- 4.2 If, for any reason, the Client decides to abandon or postpone the project, the Consultant shall be paid for services performed prior to receipt of written notice from the Client's representative.

ARTICLE 5. TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated by the Consultant upon seven days written notice should the Client fail substantially to perform its material obligations in accordance with the terms of this Agreement.
- 5.2 This Agreement may be terminated by the Client upon seven days written notice to the Consultant for any reason or for no reason.
- 5.3 In the event of termination under this Article 5, the Consultant shall be compensated for services performed to the termination date, including permitted reimbursable expenses.

ARTICLE 6. MISCELLANEOUS PROVISIONS

- 6.1 The Consultant shall not transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.
- 6.2 This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.
- 6.3 No amendment of this agreement will be effective unless it is in writing and signed by both parties.
- 6.4 No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- 6.5 Time is of the essence in the performance of the parties' obligations hereunder.
- 6.6 The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows: (i) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if an unenforceable provision is modified or disregarded in accordance with this section 6.6, by holding that the rest of this agreement will remain in effect; (iii) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (iv) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

ARTICLE 7. CONSULTANT'S RESPONSIBILITIES

- 7.1 The Consultant shall provide professional services as set forth in this agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide the services required by this agreement or shall cause such services to be performed by appropriately licensed professionals.
- 7.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by similarly licensed professionals with experience in projects similar to this project. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of this project and will perform the Consultant's services in a manner consistent with the interests of the Client.
- 7.3 The Consultant shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Client's policies that may exist as of the date of this agreement.
- 7.4 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to this project, which such representative shall be acceptable to the Client. The Consultant may not change such representative without the Client's consent.
- 7.5 The Consultant shall maintain the following insurance for the duration of this agreement:
 - a. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.
 - b. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
 - c. The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
 - d. Workers' Compensation will be provided as statutorily required. Consultant shall maintain coverage for Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00).
 - e. Professional Liability covering negligent acts, errors and omissions by the Consultant in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - f. The Consultant shall provide to the Client certificates of insurance evidencing compliance with the requirements of this section 7.5. All deductibles and premiums associated with the above coverages shall be the responsibility of the Consultant. The certificates will show the Client as an additional insured on the Commercial General Liability and Automobile Liability policies. The Consultant shall require that all Consultants engaged by the Consultant carry and maintain sufficient insurance that is appropriate to this project in the reasonable discretion of the Consultant. The Consultant shall submit proof of such insurance to the Client before submittal of the first invoice. The Consultant will provide written notice to the Client at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of three (3) years from the date of this agreement.
 - g. Commercial Liability and Automobile Liability policies cited above should be endorsed as follows: "The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670"
 - h. The Certificate of Insurance Commercial Liability and Automobile Liability policies should state: "The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time."
- 7.6 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client and the Client's officers and employees harmless against all damages, losses or liabilities, including reasonable attorney's fees and expenses recoverable under applicable law, to the extent caused by the Consultant's negligent acts or omissions in the performance of professional services under this agreement.

- 7.7 If litigation is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- 7.8 The Consultant shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Consultant shall not permit an employee or subconsultant who is a registered sex offender convicted of a sex offense against a minor on real property of the Client's schools in accordance with Iowa Code 692A.113.