

## 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.

### BRIEF PROJECT DESCRIPTION BEGINNING WITH "WHEREAS"

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.

### DESCRIBE SCOPE OF SERVICES

#### II. TIME OF COMPLETION

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

### PRESENT SCHEDULE OF SERVICES

#### 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 mylar 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 on a primary basis 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**

**DESCRIBE COMPENSATION**

**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.

FOR THE CITY

FOR THE CONSULTANT

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

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

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

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

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

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

ATTEST: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
City Attorney's Office

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Date

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