



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: Duane Van Hemert
 Director of Physical Plant
 Iowa City Community School District
 1137 S. Riverside Dr.
 Iowa City, IA 52246

PROJECT: Horn Elementary Playground Erosion
PROJECT LOCATION: Iowa City, Iowa
DATE OF AGREEMENT: Jan. 4, 2016

PROJECT DESCRIPTION

This project consists of topography and planning to resolve the erosion of a hillside next to the playground at Horn Elementary, 600 Koser Ave., Iowa City.

SCOPE OF SERVICES

The project consists of the following scope of services:

1. Topographic survey, if necessary.
2. Erosion control plan, including:
 - a) Excavating.
 - b) Importing topsoil.
 - c) Grading.
 - d) Resodding.
 - e) Sidewalk removal/replacement.
 - f) Relocation of play structure.
3. Bidding assistance. This project is anticipated to be competitive quotes.
4. Construction administration:
 - a) One-time staking. (Protection of completed staking is the responsibility of the contractor. If restaking is required, MMS can provide for an additional fee at our usual hourly rates.)
 - b) Progress meetings with client, contractor and city staff.
 - c) Review contractor submittals.
 - d) Review contractor pay requests.
 - e) Periodic site visits to deal with construction issues.
 - f) Develop contractor punch list with city staff.

COMPENSATION

HOURLY, ESTIMATED AT:	\$4,000-\$6,000
------------------------------	------------------------

Environmental Specialists
 Landscape Architects
 Land Planners
 Land Surveyors
 Civil Engineers



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

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.
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.

AGREEMENT

This is an Agreement made as of Jan. 4, 2016, 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.

By: _____

Kelly J. Beckler
 President

ICCSA

By: _____

Chris Lynch
 Address for giving notices:
 1137 S. Riverside Dr.
 Iowa City, IA 52246

Environmental Specialists
 Landscape Architects
 Land Planners
 Land Surveyors
 Civil Engineers