

MEETING DATE: 01/28/26

AGENDA ITEM SUMMARY

Subject: Plan for Future Engineering Services

Background Summary: Trout

Due to the upcoming retirement of the City Engineer, the City of Charles City must establish a plan to ensure continuity of engineering services and minimize disruption to ongoing operations, capital projects, and regulatory compliance. The City Engineer position has historically provided daily engineering support, project oversight, and professional guidance across multiple departments.

To address this transition, staff evaluated alternatives for maintaining consistent access to municipal engineering expertise and recommends retaining a private engineering firm under a retainer-based professional services agreement to provide general municipal engineering services. Under this model, the firm would function as the City's primary engineering resource, offering services comparable to those historically provided by the City Engineer while allowing flexibility in staffing and specialized expertise.

Crawford Engineering & Surveying, Inc. has submitted a proposal to provide municipal engineering services under a professional services agreement. Under the proposed agreement, the firm would serve as the City's designated municipal engineer and provide services including development review, capital improvement planning support, infrastructure consultation, attendance at City Council meetings as requested, and assistance with technical issues related to public infrastructure and funding programs. The agreement also allows for separate, project-specific engineering agreements as needed and includes a monthly retainer fee to provide predictable costs and consistent access to engineering support.

In addition, the City has recently received several proposals from other engineering firms that follow the same retainer-based service model. Staff is seeking direction from the City Council on whether it would like to review and consider these proposals prior to making a selection.

PROFESSIONAL SERVICES AGREEMENT

CITY OF CHARLES CITY Municipal Engineering Services Agreement between Owner and Engineer for Professional Services

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the City of Charles City, Iowa, hereinafter referred to as the "City", and Crawford Engineering & Surveying, Inc., hereinafter referred to as the "CESI".

WITNESSETH: THAT WHEREAS, the City is in need of certain professional engineering services described in general as **Municipal Engineering Services**, and

WHEREAS, CESI proposes to provide the professional engineering services required by the City, and

WHEREAS, the Owner desires to retain the services of CESI to provide professional engineering services for **Municipal Engineering Services**,

NOW, THEREFORE, it is hereby agreed by and between the City and CESI that the City of Charles City retains Crawford Engineering and Surveying, Inc., as set forth hereafter, for **Municipal Engineering Services**. Such agreement shall be subject to the following terms and conditions, to wit:

I. SCOPE OF SERVICES

A. Municipal Engineering Services

CESI shall serve as the City's professional engineering representative in performing consulting services as directed by the City Administrator and / or City Council for work including, but not limited to the following:

1. Review of site development plans and subdivision plats for conformance with minimum standard specifications for public improvements and the City's Comprehensive Plan.
2. Attendance at City Council meetings / worksessions to answer questions related to proposed and on-going capital improvements projects as requested by the City.
3. Assist City staff with resolution of technical issues related to maintenance, improvement, and expansion of public infrastructure.
4. Follow up and resolve "punch list" items related to public infrastructure projects in a mutually agreed upon time frame with appropriate City staff.
5. Provide technical assistance to City Council and staff for preparation of annual capital improvement program including, but not limited to:
 - Preparation of project opinion of probable construction costs.
 - Assistance with prioritization of proposed improvements.
 - Assistance with determining allocation of funds for proposed improvements, not including financial advice.

6. Research and review outside funding source programs to determine feasibility, requirements, application process and necessary submittals.
7. Participation in meetings and conferences as the City's technical representative for engineering items not related to specific projects under contract as requested by the City.

Designated Engineer: Under this agreement with the City, CESI shall designate Mark A. Crawford, a licensed professional engineering, as the employee who will perform / oversee the services outlined above.

B. Engineering Services for Specifically Identified Projects

Professional services offered by CESI include: survey, traffic, water distribution, wastewater collection, storm water, civil, transportation, sidewalk / ADA, shared use path, Geographical Information Systems (GIS), and planning services.

CESI through discussions with the City will develop a supplemental Engineering Services Agreement for individual projects as programmed by the City. Dependent on the size, complexity, schedule and funding sources for the proposed improvement, the scope of required services may vary and may include, but no be limited to the following:

1. Conceptual plan development
2. Preparation of Requests for Quotations (RFQ)
3. Preliminary survey and mapping
4. Preliminary plans
5. Design surveys
6. Final plans and specifications
7. Bidding documents
8. Construction administration
9. Construction staking
10. Construction observation
11. Project closeout
12. Record drawings
13. Acquisition plats and legal descriptions

II. CITY RESPONSIBILITIES

- A. The City agrees to provide CESI with all available mapping, reports, city policies, and documents necessary to complete the assigned duties. Documents necessary include, but may not be limited to:
1. Standard and/or supplemental specifications for public improvements
 2. Zoning ordinance
 3. Comprehensive plan
 4. City policies related to public improvements, ie. Assessment policy
 5. Electronic files for city base map, city utility mapping, and any other available mapping.
 6. City master plans such as trails plans, annexation plans
 7. Facility plans and/or feasibility studies for public improvements not yet completed.
- B. The City agrees to provide CESI with complete information concerning the scope of any proposed project and to provide the following:
1. Access to project site: The City will make provisions for CESI to enter upon public and private lands as necessary for CESI to perform surveys and inspections in the development of a project or performance of municipal engineering services.
 2. Consideration of CESI's Work: The City shall give prompt and thorough consideration to all reports, sketches, opinion of probable cost, drawings, specifications, proposals, and other documents prepared by CESI. City shall inform CESI of decisions made within a reasonable time to not delay the work of CESI.
 3. Legal Requirements: The City shall hold promptly all required meetings, serve and publish required public notices, and perform all requirements necessary to meet project notification requirements. The City's attorney shall be responsible for assurance that all legal documents are in conformance with applicable City Ordinances and State Statutes.

III. FEES AND PAYMENTS

- A. Municipal Engineering Services
CESI's retainer fee for services as the Municipal City Engineer shall be based on the following:
1. Lump Sum monthly fee to be \$4,800.00
(based on City identified engineering needs of approximately 40 hours per month at a rate of \$120.00/hour)
- B. Engineering Services for Specifically Identified Projects
CESI will prepare a scope and fee schedule for each specific project for City review and approval. A separate Engineering Services Agreement or letter contract will be prepared for approval by the City.

- C. The fee for services will be based on the terms for services provided as specified in III.A. The engineer's standard hourly rates for Municipal Engineering Services shall remain in effect throughout an initial 24-month period of the Agreement, but shall be subject to renegotiation following that period.
- D. The fee for services will be based on the terms for services provided as specified in III.B and CESI'S standard hourly rates current at the time the work is done.
- E. Payment shall be due within forty-five (45) days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF CHARLES CITY, IOWA

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CRAWFORD ENGINEERING & SURVEYING, INC.

By: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS FOR MUNICIPAL PROJECTS

1. Scope of Services

Client and CESI have agreed to a list of services CESI will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by CESI under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and CESI. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and CESI.

5. Guarantees and Warranties

CESI shall not be required to sign any documents, no matter by whom requested, that would result in CESI having to guarantee or warrant the existence of conditions whose existence CESI cannot ascertain. Client also agrees not to

make resolution of any dispute with CESI or payment of any amount due to CESI in any way contingent upon CESI signing any such guarantee or warranty.

6. Indemnification

CESI agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CESI' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom CESI is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold CESI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither CESI nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by CESI monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by CESI within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, CESI may, at its option, suspend performance of services upon five (5) calendar Days' notice to Client. CESI shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to CESI in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by CESI.

In the event legal action is necessary to enforce the payment provisions of this Agreement, CESI shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by CESI in connection therewith and, in addition, the reasonable value of CESI personnel time and expenses spent in connection with such collection action, computed at CESI current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by CESI as instruments of service shall remain the property of CESI.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by CESI.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by CESI, Client covenants and agrees that all such electronic files are instruments of service of CESI, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by CESI and electronic files, the signed construction documents shall govern.

Client and CESI agree that the electronic files prepared by CESI shall conform to the current CADD software in use by CESI or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or CESI are subject to review and acceptance by the other party. Additional efforts by CESI made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by CESI to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to CESI and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of CESI, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold CESI harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CESI or from any reuse of the electronic files without the prior written consent of CESI.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by CESI and CESI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CESI be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of CESI as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to CESI. Should CESI call for contract renegotiation, CESI shall identify the changed conditions necessitating renegotiation and CESI and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

CESI shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which CESI services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, CESI shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, CESI may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or CESI may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay CESI for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by CESI without obtaining CESI's prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against CESI and to release CESI from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold CESI harmless from any

damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of CESI nor the presence of CESI or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. CESI and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

CESI will notify Client in writing when Additional Services will be needed. CESI and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

CESI will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event CESI is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate CESI for the reasonable value of CESI' personnel time and expenses spent

in connection with such procedures computed at CESI's then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and CESI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or CESI. CESI's services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against CESI because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to CESI to those individuals and entities CESI retains for performance of the services under this Agreement, including but not limited to CESI officers and employees and their heirs and assigns, as well as CESI subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

CESI will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

CESI is not responsible for delays caused by factors beyond CESI' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of CESI's services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond CESI's reasonable control occur, Client agrees CESI is not responsible for damages, nor shall CESI be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

CESI may use the services of subconsultants when, in the sole opinion of CESI, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. CESI' use of other consultants for additional services shall not be unreasonably restricted by Client provided CESI notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that CESI's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event CESI or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of CESI services,

CESI may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, CESI shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.