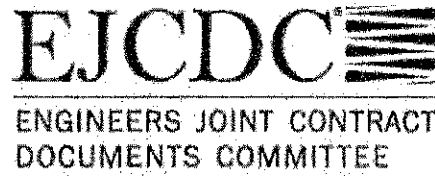


**AGREEMENT  
BETWEEN OWNER (CITY OF OSKALOOSA, IOWA)  
AND ENGINEER (GARDEN & ASSOCIATES, LTD.)  
FOR PROFESSIONAL SERVICES**

**2023  
SANITARY SEWER IMPROVEMENT PROJECT  
OSKALOOSA, IOWA**

Prepared by



Issued and Published Jointly by



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **October 3, 2022** ("Effective Date") between **The City of Oskaloosa, Iowa** ("Owner") and **Garden & Associates, Ltd.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
**Construct sanitary sewer and storm sewer improvements (Identified as Project 6 on attached Figure 1)**

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Other terms of this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:  
**Final Design Phase and Bidding or Negotiating Phase, and Construction Phase Services, including observation.**

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Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Oskaloosa, Iowa**

By: \_\_\_\_\_  
Print name: **David Krutzfeldt**  
Title: **Mayor**  
Date Signed: \_\_\_\_\_

Engineer: **Garden & Associates, Ltd.**

By: Jack Pope  
Print name: **Jack Pope, P.E.**  
Title: **Vice President**  
Date Signed: 9.20.2022

Address for Owner's receipt of notices:

**220 South Market Street**  
**Oskaloosa, Iowa 52577**  
Designated Representative (Paragraph 8.03.A):  
**Amal Eltahir**  
Title: **City Manager**  
Phone Number: **(641) 673-6885**  
E-Mail Address: **aeltahir@oskaloosaiowa.org**

Address for Engineer's receipt of notices:

**P.O. Box 451**  
**Oskaloosa, Iowa 52577**  
Designated Representative (Paragraph 8.03.A):  
**Jack Pope, P.E.**  
Title: **Vice President**  
Phone Number: **(641) 672-2526**  
E-Mail Address: **jpope@gardenassociates.net**