CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: September 3, 2019

ITEM: Motion – Approval of Professional Services Agreement – Amphitheater Construction Staking Services

FINANCIAL IMPACT: Expense of $12,900 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 19-20 CIP from the City Campus Amphitheater, (Project No. 0510 096 2017).

BACKGROUND: A resolution is included on the agenda for the construction of the Amphitheater on the City Campus located southeast of City Hall on the campus pond. The project consists of three (3) separate divisions, with Division 1 being constructed as an in-kind donation, and Division 2 & 3 constructed by a general contractor. Due to complexities involved with the different divisions, City staff is requesting staking services by one single vendor to ensure consistency across all divisions.

The agreement with McClure Engineering Company is attached along with their proposal, scope of services, schedule and fees. McClure Engineering Company did the original site survey of the site, and was selected for this project due to their past experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability. City staff attempts to distribute professional services on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with McClure Engineering Co.

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

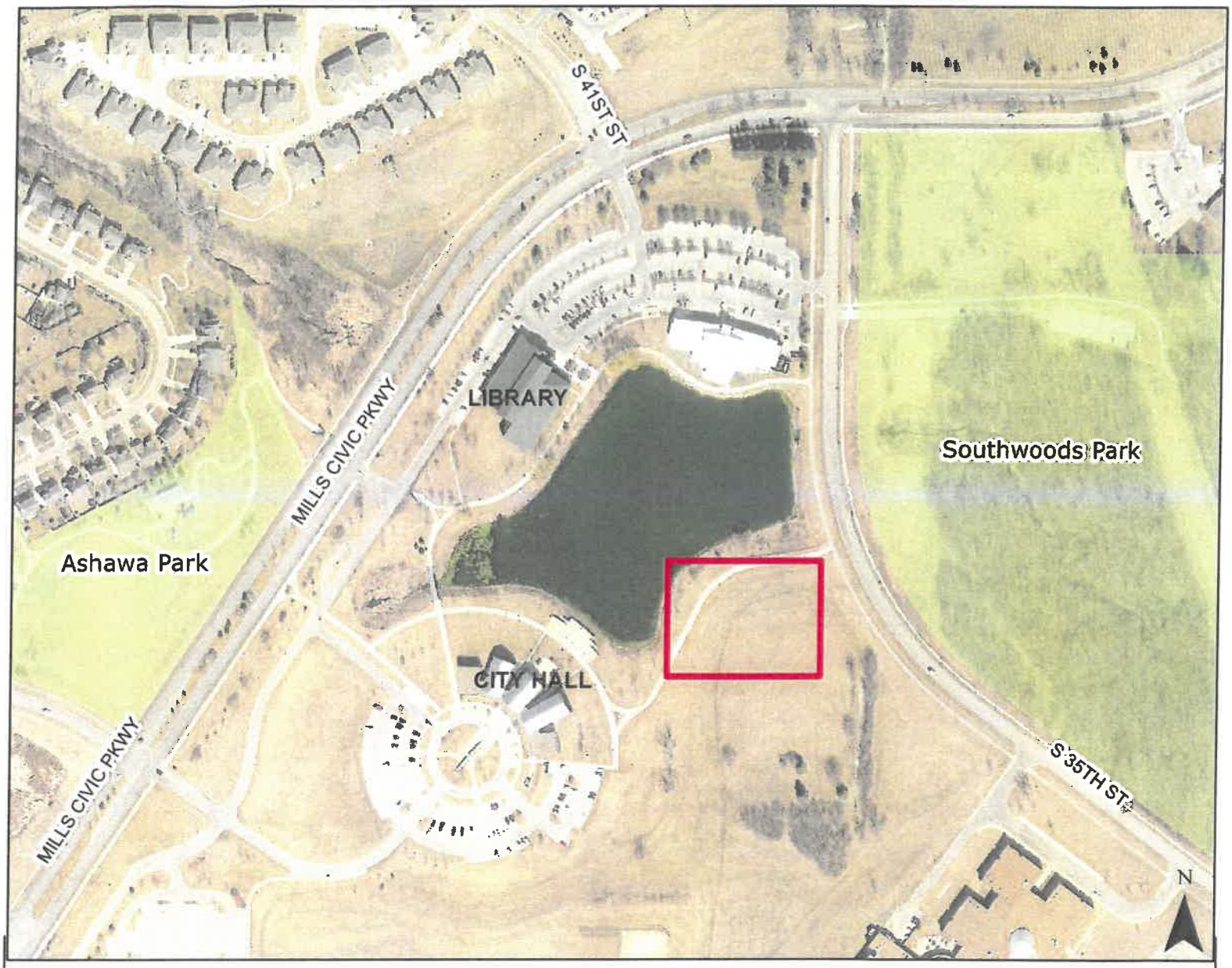
Department Director	Sally Ortgies, Director of Parks & Recreation So by DS
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



VICINITY MAP

LEGEND

Project Location

THE CITY OF WEST DES MOINES	PROJECT:	CITY CAMPUS AMPHITHEATER		
	LOCATION:	4200 MILLS CIVIC PKWY		
	DRAWN BY: MAA	DATE: 7/30/2019	PROJECT NO.: -	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 3rd day of September, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and McClure Engineering Co., (Fed. I.D. #_____), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

   Services provided under this Agreement for the **AMPHITHEATER, CONSTRUCTION STAKING SERVICES** shall be as further described in Attachment A, Scope of Services.

2. SCHEDULE

   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment A. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum, pursuant to the Schedule of Fees set forth in Attachment A.

      I. Design Services Not-to-exceed $12,900.00

   B. The Consultant shall invoice the City monthly for services, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

   C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

   A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: McClure Engineering Co.
Attn: Josh Doughan, Survey Team Leader
Address: 1360 NW 121st Street
City, State: Clive, IA 50325

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall 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.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All

drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT	CITY OF WEST DES MOINES
BY:_____	BY:_____ Ryan T. Jacobson, City Clerk

ATTACHMENT A

SCOPE OF SERVICES

Outlined within 'Proposal for Construction Staking Services'
as noted on attached document dated 5/17/19

PROJECT SCHEDULE

Outlined within 'Proposal for Construction Staking Services'
as noted on attached document dated 5/17/19

SCHEDULE OF FEES

Outlined within 'Proposal for Construction Staking Services'
as noted on attached document dated 5/17/19

McCLURE™
ENGINEERING CO.

1360 NW 121st Street
Clive, IA 50325

O 515.9064.1229
F 515.964.2730
www.mecresults.com

Proposal for Construction Staking Services

5/17/2019

To: Prospective Bidder
Attn: Estimator

RE: West Des Moines Amphitheater Project
City of West Des Moines Project #0510-~~0~~9~~6~~-2017

Our Survey Department provides general contractors with a wide range of construction services including construction staking, project control, detailed building layout, and inspection. Below is the proposed scope of work and the associated fee for your project. This scope is intended to fulfill your requirements related to the project specifications, specifically Section 1.12 *Professional Surveying Services*:

DIVISION 1

1. Office Calculations
2. Recover and verify existing survey control points and benchmarks
3. Mark construction limits
4. Mark sawcut and pavement removal limits
5. Rough grade staking
6. Stake storm sewer lines and structures and critical crossings
7. Stake water structures
8. Stake sidewalks, walls, and seating
9. Up to 6 site visits are included for this division- $6,400

DIVISION 2

1. Office Calculations
2. Stake subdrain lines and cleanouts
3. Stake amphitheater- up to 12 grid lines with offsets, and site benchmark
4. Stake light poles
5. Up to 3 site visits are included for this division- $3,550

DIVISION 3

1. Office Calculations
2. Stake irrigation crossings
3. Irrigation As-built drawings
4. Place pin flags at locations for tree and shrub plantings (no staking included for perennials)
5. Up to 3 site visits are included for this division- $2,950

Total Field and Office Cost: $12,900.00 *Lump Sum Fee*

All items shown above will be staked one time only. We prefer a 48-hour notice for all staking requests. Additional items not listed above, or re-staking of any of the items listed above can be performed at an hourly rate, as per our current Standard Fee Schedule (to be provided upon request). The price above reflects what MEC believes the scope should include to complete the project. The price above is negotiable based on what the contractor will require for the project to be completed. Please call to discuss the scope of work included in this proposal if you believe changes to the scope are required. The amount shown above does *not* include a contribution towards the bid bond for the project. Invoices will be submitted for services performed on a monthly basis. Said invoices will be due within 30 days of receipt.

This Proposal is also subject to McClure Engineering Company's standard terms and conditions, a copy of which is attached to this proposal. If you have any questions concerning this Proposal or our services, please call us at *515-964-1229*. We look forward to becoming a valued member of your team.

Sincerely,
McClure Engineering Company

Josh Doughan
Survey Team Leader
Office: 515.964.1229
Cell:515.505.4106
Fax: 515.964.2730
Email: jdoughan@mecresults.com

Accepted By:

_____
Signature Date

_____
Print Name & Title

_____
Company

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY

STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The **Surveyor** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Surveyor** shall be entitled to rely upon the accuracy and completeness of data provided by the **Client** and shall not assume liability for such data. The Surveyor does not practice law, insurance or financing, therefore, the **Client** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Client** shall hold **Surveyor** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Client** or others to **Surveyor.**

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Surveyor's** work by the **Client**, the **Surveyor** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Surveyor** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

CLIENTSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by **Surveyor** in doing work on the project, shall remain the property of the **Surveyor**. The documents prepared by the **Surveyor** for this Project are for use solely with respect to this Project. The **Surveyor's** Drawings, Specifications or other documents shall not be used by the **Client** on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the **Surveyor.**

OPINIONS OF PROBABLE COSTS: It is recognized that neither the **Surveyor** nor the **Client** has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the **Surveyor** cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the **Surveyor.**

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than $200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Client, Surveyor,** and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Client** upon not less than seven days' written notice to the Surveyor in the event the Project is permanently abandoned.

Failure of the **Client** to make payments to the **Surveyor** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Client** fails to make payment when due the **Surveyor** for services, the **Surveyor** may, upon seven days' written notice to the **Client,** suspend performance of services under this Agreement. Unless payment in full is received by the **Surveyor** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Surveyor** shall have no liability to the **Client** for delay or damage caused the **Client** because of such suspension of services.

In the event of termination not the fault of the **Surveyor**, the **Surveyor** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The **Surveyor** has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the **Surveyor** shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Client**, third parties, and/or research performed by the **Surveyor** or its subcontractors. Unfortunately, the information the **Surveyor** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Client** agrees to indemnify and hold harmless the **Surveyor** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Surveyor** under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement **Surveyor** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Surveyor**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Surveyor** shall not be responsible for any deviations from the contract documents not brought to the attention of **Surveyor** in writing by the contractor. **Surveyor** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Surveyor** is providing construction observation services, **Surveyor** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the **Client** has not retained the **Surveyor** to make detailed inspections or to provide exhaustive or continuous project review and observation services. **Surveyor** does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Surveyor** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Client** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Surveyor** makes no representations regarding an environmental site assessment, relies upon **Client** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The **Surveyor's liability** shall be limited the fee for the work performed or as specifically agreed to by separate agreement.

WAIVERS: The **Client** and the **Surveyor** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Client** and **Surveyor** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **Client** and **Surveyor,** respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Client** nor **Surveyor** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the **Surveyor.**

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Client** and **Surveyor** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Client** and **Surveyor.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Client** or **Surveyor.**

MEC Standard Terms and Conditions Accepted By:_____ Name (Please Print):_____

Title:_____ Company:_____ Date of Agreement:_____/____/_____