

November 15, 2025

Dallas Center – Grimes CSD  
Scott Blum  
2405 W 1<sup>st</sup> Street  
Grimes, IA 50111



3501 104th Street, Urbandale, IA 50322  
Ph: 515-276-0467

Re: South Prairie Elementary School Playground Site Survey Proposal

Dear Mr. Blum:

Bishop Engineering Company is pleased to submit an estimate for civil services of the above referenced project. A breakdown of services and fees are listed below:

#### **Scope of Services**

##### **Site survey for improvements to South Prairie Elementary School Playground to include the following:**

- Topographic survey of the red limits shown in Exhibit "A" – one-foot contours and spot elevations of area within the survey limits
- Locate all visible surface features and underground utilities based on visual evidence in the field.
- Locate all Iowa One-Call utilities located in the survey area. Bishop Engineering will call in the One-Call request.
- Obtain old plans from city (if available) and analyze original construction drawings to ensure all underground utilities in the area will be shown on the survey.
- Locate utilities outside of the survey area in order to provide accurate locations and elevations of utilities within or crossing the survey area.
- Boundary survey of the site is excluded.
- Include a drone image of the full site area.

#### **Fees**

Site Survey	<b>\$4,000 Lump Sum</b>
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#### **Reimbursable Services**

Estimated services are billed out by the unit.

- Filing fees – any fees charged by the city for review of site plan or any other such fees like NPDES permit fees and public notice fees.
- Printing Cost - cost for printing plans for city review, bid letting, and construction phases.
- Mileage – All mileage at current federal rate

#### **Exclusions**

The following items are not included in the scope of work for this estimate; lighting plan, soils investigations or soils report, environmental assessment, platting, annexation, rezoning, no structural design of tunnel, design of offsite public improvements, as-built for improvements, appraisal, percolation tests, septic system design, building design, anything interior to the buildings, building inspection, legal services, title opinions, title research, easement research, extensive investigations of utilities which lack documentation in the public record, tracing or televising of underground utilities, public street signage plan, traffic impact plan, pavement thickness design for public street improvements, retaining wall design, board of adjustments meetings, plan and profiles for public improvement of streets or utilities and construction staking. Design of Utilities doesn't include Gas, Electric, Telephone, or Cable. The designs of these services are provided by the service provider and are billed directly to the beneficiary of the service.

Thank you very much for considering Bishop Engineering on this project. If you have any questions or require additional information, please do not hesitate to call.

Respectfully Submitted,



James Rodemyer, P.E.  
Bishop Engineering

## ACCEPTANCE

This is an Agreement made as of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter "OWNER") and Bishop Engineering Company, Inc., an Iowa Corporation (hereinafter "BISHOP ENGINEERING"). BISHOP ENGINEERING is authorized to proceed with the scope of services described herein, and we accept the attached Terms and Conditions.

Accepted:

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

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

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

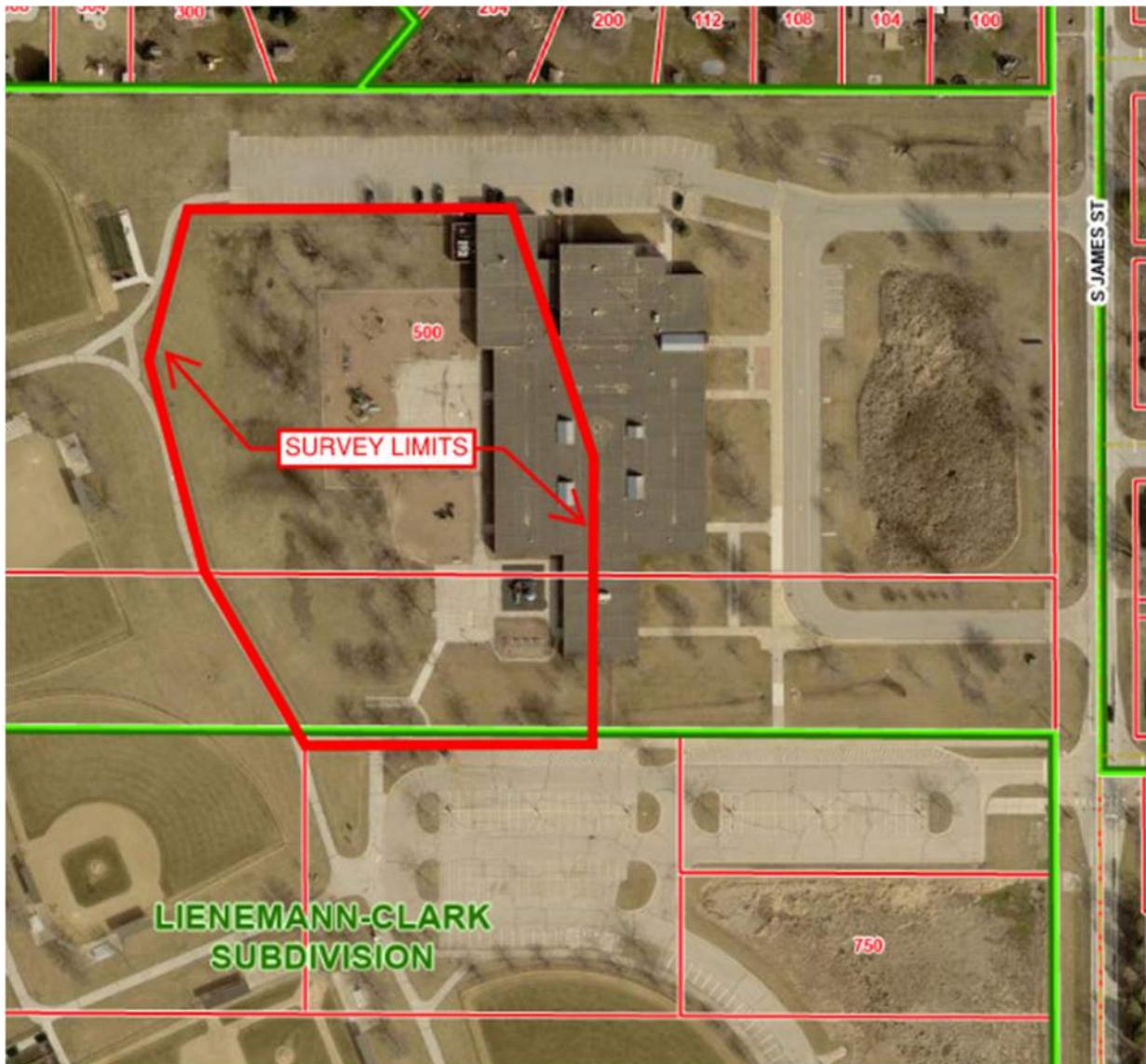
# BISHOP ENGINEERING

2025

## ***Reimbursables***

FEES	\$COST + 15%
REPRODUCTION COSTS	%COST + 15%
UPS / SPECIAL DELIVERY	\$COST + 15%
24" x 36" PRINTS	\$3/Each
30" x 42" PRINTS	\$3/Each
SMALL PRINTS B&W	\$0.50/Each
SMALL PRINTS COLOR	\$5/Each
8.5" x 11" PRINTS B&W	\$1/Each
8.5" x 11" PRINTS COLOR	\$3/Each
COLOR PLOTS	\$30/Each

## SURVEY EXHIBIT



## **BISHOP ENGINEERING CO., INC. TERMS AND CONDITIONS**

Attached to and made a part of the PROPOSAL FOR PROFESSIONAL ENGINEERING, LAND SURVEYING, and LANDSCAPE ARCHITECTURE SERVICES (hereinafter "Proposal").

### **SECTION I. SCOPE OF SERVICES**

BISHOP ENGINEERING shall perform the BASIC SERVICES as outlined in the Proposal.

### **SECTION II. ADDITIONAL SERVICES**

If authorized in writing by OWNER, BISHOP ENGINEERING shall furnish or obtain from others ADDITIONAL SERVICES. These services are not included as a part of the BASIC SERVICES as outlined above and will be paid for by the OWNER in accordance with the standard BISHOP ENGINEERING Fee Schedule.

### **SECTION III. RESPONSIBILITY OF OWNER**

- A. Provision of Information. The OWNER shall, in a timely manner, provide BISHOP ENGINEERING with all necessary information needed to perform its services under this Agreement; such as, project development information, site information, ownership information, construction information and standards, project budget limitations, criteria for selection of contractors and product vendors, all necessary permits, title opinions, easement documents, legal documents, protective covenants, environmental hazards, and any other reasonably necessary and useful information.
- B. Project Officer. The OWNER shall name a project officer, duly authorized to act for the OWNER, to coordinate all aspects of the Project with the Project Manager.
- C. Additional Services. Furnish, or direct BISHOP ENGINEERING to provide Additional Services as stipulated in Section II of this Agreement.
- D. Right of Entry. The OWNER shall arrange for access to and make provisions for BISHOP ENGINEERING to enter upon public and/or private property as required for BISHOP ENGINEERING to perform services under this Agreement.
- E. Related Services. The OWNER shall provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project; such legal services as OWNER may require or BISHOP ENGINEERING may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the contractor, government agency, or adjoining property owner; such auditing services as the OWNER may require to ascertain ; and such inspection services as Owner may TERMS require to ascertain that the contractor or any other party is complying with any law, rule, regulation, ordinance, code, or order applicable to the Project.
- F. Project Coordination. The OWNER shall coordinate the efforts of all project contractors and professional, including BISHOP ENGINEERING, and shall review in a timely manner for acceptance all work submitted by BISHOP ENGINEERING.
- G. General. OWNER shall provide all criteria and full information as to OWNER'S requirements for the Project; designate a person to act with authority on OWNER'S behalf in respect to all aspects of the Project; examine and respond promptly to submissions; and give prompt written notice to BISHOP ENGINEERING when OWNER observes or otherwise becomes aware of any defect in the work.
- H. Payment. The OWNER shall ensure that adequate financing exists to pay BISHOP ENGINEERING pursuant to the terms of this Agreement.

### **SECTION IV. EXCLUSIONS**

Items of work which are generally not provided by BISHOP ENGINEERING as a part of the BASIC SERVICES include the following: Traffic Studies, Soils Investigations, Environmental Studies, Legal Services, Title Searches, Title Opinions, Easement Searches, Artist Renderings, Three Dimensional Models, Earthwork Quantity Takeoffs, Cross Sections, Construction Inspection, On Site Materials Testing, Laboratory Testing, Restaking due to Acts of God or Contractor destruction, As Built Surveys and Drawings, Bidding Phase Services, Sales Aids, Legal or Expert Testimony, Marketing Services, Contractor Negotiations, Financial Services, Any other items not specifically listed in the Proposal.

### **SECTION V. PROJECT SCHEDULE**

- A. General. BISHOP ENGINEERING will make every reasonable effort to hold to the schedule outlined in the Proposal.
- B. Delays. Neither party shall hold the other responsible for damages resulting from excusable delay in the performance of this Agreement caused by Acts of God, strikes, walkouts, accidents, the acts of Government in its sovereign or contractual capacity, or any other events beyond the reasonable control of the other or the other's employees and agents. Any other type of delay in the performance of the Agreement by either party shall constitute grounds for the other party to exercise its right under the termination clause hereof.

### **SECTION VI. COMPENSATION AND TERMS OF PAYMENT**

- A. Basic Services. OWNER shall pay BISHOP ENGINEERING for basic services as set forth in the Proposal.
- B. Additional Services. OWNER shall pay BISHOP ENGINEERING for additional services on an hourly basis in accordance with the standard BISHOP ENGINEERING Fee Schedule.
- C. Reimbursable Expenses. OWNER shall pay BISHOP ENGINEERING for reimbursable expenses in accordance with the standard BISHOP ENGINEERING Fee Schedule.

D. Payment. BISHOP ENGINEERING will submit invoices monthly for Basic Services and Additional Services rendered and for Reimbursable Expenses incurred. Owner shall make prompt monthly payments in response to the invoices. Payment is past due thirty days from the date of the invoice. Owner agrees to pay a finance charge of one and one half percent per month, or the maximum rate allowed by law, on past due accounts. Owner also agrees to pay all costs and expenses, including reasonable attorney fees incurred by BISHOP ENGINEERING relating to collection procedures on past due accounts. Failure of OWNER to abide by the terms of this section will be grounds for termination of this agreement.

E. Fee Adjustments. In the event of any increase of cost due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living or merit increase, during the life of this Agreement, such percentage increase shall be applied to all remaining compensations.

## **SECTION VII. GENERAL CONSIDERATIONS**

A. Termination. Either party may terminate this Agreement upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if such substantial failure has been remedied before expiration of the period specified in the written notice. In the event of any termination, BISHOP ENGINEERING shall be paid for all services rendered to the date of the termination, all Reimbursable Expenses and termination expenses. In the event this Agreement is terminated before the completion of all services, unless BISHOP ENGINEERING is responsible for such early termination, OWNER agrees to release BISHOP ENGINEERING from all liability for work performed.

B. Reuse of Documents. All documents, including but not limited to; construction plans, specifications, surveys, plats, digital files, filed notes, legal descriptions, reports, calculations, estimates, photographs, maps, presentation drawings, etc., shall remain the property of BISHOP ENGINEERING and may be used by BISHOP ENGINEERING without the consent of the OWNER. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others an extensions of the Project or on other projects. Any reuse without written verification or adaptation by BISHOP ENGINEERING for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to BISHOP ENGINEERING, and the OWNER shall indemnify and hold harmless BISHOP ENGINEERING from all claims, damages, losses, and expenses including attorney fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle BISHOP ENGINEERING to further compensation of fees to be agreed upon by the OWNER and BISHOP ENGINEERING.

C. Opinions of Cost. Since BISHOP ENGINEERING has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, BISHOP ENGINEERING's opinions of probable Project Costs and Construction Costs provided to the OWNER are made on the basis of BISHOP ENGINEERING's best judgment a experienced professional engineers and land surveyors, familiar with the construction industry; but BISHOP ENGINEERING does not guarantee that proposals, bids, or actual Total Project or Construction Costs will not vary

D. Government Actions. BISHOP ENGINEERING shall not be liable for damages resulting from the actions or inactions of governmental agencies including but not limited to permit processing, environmental impact reports, wetlands mitigation, historical determinations, archeological findings, eminent domain, right-of-way takings, zoning matters, city council approvals, annexation proceedings, special or conditional use permits, building permits, board of adjustment proceedings, building code restrictions, covenants, neighborhood objections, passage of more restrictive standards and codes, and others. BISHOP ENGINEERING shall act as an advisor in all governmental relations.

E. Controlling Law. This Agreement is to be governed by the laws of the State of Iowa.

F. Assignment. Neither party may assign this Agreement or any part hereof without the prior written consent of the other party.

G. Notice. Any notice required or permitted herein shall be in writing and shall be delivered by registered mail. For purposes herein, the effective date of the notice shall be the date of receipt by the other party, as evidenced by the return receipt.

H. Binding Effect. The OWNER binds himself personally, his partners, successors, executors, administrators, and assigns to BISHOP ENGINEERING to this Agreement in respect to all the terms and conditions of this Agreement, subject to the limitations on assignment set forth herein. In any event any provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties.

I. Complete Agreement. This agreement, including the Proposal and Terms and Conditions, constitutes the entire Agreement between the parties hereto and no modifications or waiver of any provision shall be effective unless in writing and signed by both parties. Evidence of discussion, conversations, or writing which occurred prior to the execution of this Agreement shall not be admissible in any proceedings for purpose of contradicting the terms and conditions hereof.

J. Precedence. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, notice to proceed, or like document regarding the services of BISHOP ENGINEERING.

## **SECTION VIII.**

Client agrees to limit BISHOP ENGINEERING's liability to the OWNER and all contractors and subcontractors on the Project arising from BISHOP ENGINEERING's professional acts, errors, and omissions, such that the total aggregated liability of BISHOP ENGINEERING to all those named shall not exceed the total fee for the services rendered on this Project. OWNER further agrees to the contractor and his subcontractors an identical limitation of BISHOP ENGINEERING's liability for damages suffered by the contractor or the subcontractors arising from BISHOP ENGINEERING's professional acts, errors, or omissions. Neither the contractor nor the subcontractors assume any liability for damages to others which may arise on account of BISHOP ENGINEERING's professional acts, errors, or omissions.

## **SECTION IX. INSURANCE AND INDEMNIFICATION**

BISHOP ENGINEERING carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies which BISHOP ENGINEERING deems to be appropriate. Insurance certificates will be provided to the OWNER upon his written request. Within the limits and conditions of such insurance, BISHOP ENGINEERING agrees to indemnify and save OWNER harmless from and against its agents, staff, and employees. BISHOP ENGINEERING shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. BISHOP ENGINEERING shall not be responsible for any loss, damage, or liability arising from any acts by the OWNER, his agents, staff, employees, consultants, or contractors.

## **SECTION X. PROFESSIONAL DUTY**

Services performed by BISHOP ENGINEERING under this Agreement will be conducted in accordance with the generally accepted principals and practice at the time for the professions utilized on the Project. No other guarantee or warranty, expressed or implied, is made. All services shall be provided by or under the direct supervision of a licensed professional engineer and/or land surveyor as the task requires.

Any and all services provided shall be held in confidence at the direction of the OWNER. Such confidence shall be in accordance with generally accepted ethical codes.

## **SECTION XI. UTILITIES**

BISHOP ENGINEERING will take all reasonable precautions to avoid conflicts with existing buried or overhead, public or private utilities. Utilities may exist which are not known to BISHOP ENGINEERING. Utilities may exist which are not illustrated on the plans. Utilities may be illustrated on the plans in approximate locations shown in accordance with the best information available to BISHOP ENGINEERING. OWNER shall agree to hold BISHOP ENGINEERING harmless and indemnify BISHOP ENGINEERING for any claims, damages, extra cost, expenses, liability, and attorney fees in the event proposed improvements designed by BISHOP ENGINEERING are found to be in conflict with existing utilities, requiring utility relocation, design changes, project adjustments, or rework as a result of said conflict. Any services provided by BISHOP ENGINEERING in an effort to remedy said utility conflict shall be considered additional services and OWNER agrees to pay for such additional services.

## **SECTION XII. INSPECTIONS**

BISHOP ENGINEERING construction inspectors will be on site as necessary for the purpose of providing field testing and observation. Construction inspection services do not include supervision or direction of the actual work of the Contractor, his employees, or agents. The Contractor for this Project should be so advised. The Contractor should be advised that the presence of BISHOP ENGINEERING nor the testing and observation performed by BISHOP ENGINEERING shall excuse him in any way for defects discovered in his work.

## **SECTION XIII. STAKING**

Although Bishop Engineering will exercise a reasonable and normal standard of care in the preparation of the improvement plans for this project, the typical site design process also includes design services and design refinement activities occurring after plan signature and agency approvals. These activities may include additional field checks and calculations, plan interpretations, grading adjustments and design verifications conducted during the course of construction. Construction staking services provided by Bishop Engineering should be considered a continuation of our professional consulting services to you and a significant part of the Quality Control and Value Engineering services we provide to our clients. Should persons other than Bishop Engineering perform the construction staking operations for this project, Bishop Engineering cannot be held accountable for damages resulting from failure to perform those tasks or from any expense or damage resulting from omissions or errors that may be contained in the plans which would reasonably have been discovered and corrected by Bishop Engineering surveyors during the construction process.