



October 12, 2017

Nick Lenox, Parks & Recreation Director
City of Ankeny
220 W. First Street
Ankeny, IA 50023

RE: PROFESSIONAL SERVICES AGREEMENT
SUNSET PARK RESTROOM IMPROVEMENTS
ANKENY, IOWA

Dear Nick:

Herein is an Agreement Form with our understanding for a Scope of Services, as requested. We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are willing to discuss the Scope for mutual agreement.

Please review and provide an authorized signature of the Agreement and return a copy for our files. We are prepared to start upon receipt of the executed agreement.

Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, reading 'Clay Schneckloth', is written over the printed name.

Clay Schneckloth, PLA

CRS/dmb

Enclosures



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS 12th day of October, 2017, **Snyder & Associates, Inc.**, 2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and City of Ankeny Parks and Recreation Department, 210 S Ankeny Blvd., Ankeny, IA 50023 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Sunset Park Restroom Improvements
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
12. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
13. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
14. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
15. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
16. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services

Exhibit

City of Ankeny Parks and Rec Dept (Client)

By: _____
(Authorized agent)

(Printed or typed signature)

Exhibit B Standard Fee Schedule

Exhibit

SNYDER & ASSOCIATES, INC. (Professional)

By: Donald P. Manner
(Authorized agent)

DONALD MANNER
(Printed or typed signature)

Route executed copy to: CRS

EXHIBIT A

CITY OF ANKENY
SUNSET PARK RESTROOM IMPROVEMENTS

CLIENT: CITY OF ANKENY
PARKS AND RECREATION DEPARTMENT
210 S ANKENY BLVD.
ANKENY, IOWA 50023

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE ENGINEERING SERVICES IN THE PREPARATION OF
CONSTRUCTION DOCUMENTS FOR THE RENOVATION OF THE
EXISTING RESTROOM FACILITY AT SUNRISE PARK IN ANKENY,
IOWA.

DATE: OCTOBER 12, 2017

SCOPE OF SERVICES:

I. PRELIMINARY DESIGN

- A. Prepare a base map using information collected during park visits, aerial photography and utility information provided by the City.
- B. Provide preliminary design for proposed improvements to the existing restroom facility, including converting it to a family-style restroom, utility closet, wall coverings, light fixtures, plumbing fixtures, and floor improvements. Improvements outside the restroom shall include the exterior door, CMU block repair, paint, removal/patching and replacing of drinking fountain, and sidewalk pavement repair. No improvements are anticipated to the open shelter structure.
- C. Prepare a preliminary drawing for each area for review and comment by the City. Attend one (1) meeting during the preliminary design phase to receive City Staff input.

FEES FOR SERVICES.....LUMP SUM \$2,500

II. CONSTRUCTION DOCUMENTS

- A. Prepare demolition and construction plans for the restroom building improvements.
- B. Provide final construction details for proposed building improvements.
- C. Prepare electrical and mechanical plan for proposed improvements.

- D. Prepare an opinion of probable construction cost for all improvements.
- E. Prepare technical specifications for proposed improvements.
- F. Meetings and Coordination: To attend two (2) meeting with City Staff during preparation of the final construction documents.
- G. Printing: To provide Client with two sets of construction documents and sets necessary for prospective bidders during the bidding phase.

FEEES FOR SERVICES.....LUMP SUM \$5,000

III. BIDDING ASSISTANCE

- A. Preparation of the project manual, including bid form, form of contract, instruction to bidders and general conditions based on City of Ankeny standards.
- B. Distribution of construction documents electronically to potential bidders.
- C. Preparation of addenda, if required.
- D. Address bidder questions.
- E. Attend bid opening to assist the Client in receiving bids. Prepare a bid tabulation and recommendation.

FEEES FOR SERVICES.....LUMP SUM \$1,500

IV. CONSTRUCTION ADMINISTRATION

- A. Attend a pre-construction meeting to review sequence of work, schedule and general construction information.
- B. Review shop drawings.
- C. A three month construction period is anticipated, requiring construction progress review site visits. Includes four visits during construction, including construction observation report for each.
- D. Review pay applications and address requests for additional information.
- E. Conduct a final review of the project, prepare a final list of construction items and provide a recommendation at the completion of work

FEEES FOR SERVICES.....HOURLY ESTIMATED, NOT TO EXCEED \$5,500

V. SUBSTANTIAL MODIFICATIONS AND CHANGES OF SCOPE.

- A. As directed by the Client and/or City requirement for the Engineer to provide substantial modifications and changes of scope.
- B. In the event assistance is requested by the Client, the Engineer will provide services on an hourly basis.
- C. Upon initiation of Additional Services, the Engineer may submit in writing to the Client, a Work Order to be executed by both parties which defines the scope of Additional Services and the corresponding fees for services. Such costs may be based on the currently hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule.

FEES FOR SERVICES.....To be hourly plus
expenses as per attached
Standard Fee Schedule

VI. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

- 1. Submittal fees to any and all regulatory agencies.
- 2. Soil borings.
- 3. Boundary and topography surveys, other than described.
- 4. Client requested major revisions.
- 5. Color presentation drawings.
- 6. Public improvement documents and plans.
- 7. Additional meetings.

EXHIBIT B

SNYDER & ASSOCIATES, INC.
2017-18
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$196.00	/hour
Principal I		\$185.00	/hour
Senior		\$166.00	/hour
VIII		\$153.00	/hour
VII		\$146.00	/hour
VI		\$140.00	/hour
V		\$130.00	/hour
IV		\$120.00	/hour
III		\$110.00	/hour
II		\$100.00	/hour
I		\$86.00	/hour
Technical			
Technicians--CADD, Survey, Construction Observation			
Lead		\$117.00	/hour
Senior		\$113.00	/hour
VIII		\$105.00	/hour
VII		\$97.00	/hour
VI		\$86.00	/hour
V		\$78.00	/hour
IV		\$72.00	/hour
III		\$60.00	/hour
II		\$52.00	/hour
I		\$45.00	/hour
Administrative			
II		\$60.00	/hour
I		\$49.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	