



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

THIS IS AN AGREEMENT effective as of January 7, 2019 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Tradition Park Stormwater Detention Basin Flood Repair ("Project").

JEO Project Number: 181798.00

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 Owner Responsibilities

- A. Owner responsibilities are outlined in Section XV of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee schedule is outlined in Section XII of Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

Exhibit C – Standard Hourly Rate Schedule

Exhibit D – City of Ankeny Insurance Requirements for Professional Services

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa

Engineer: JEO Consulting Group, Inc.

By: _____

By: Scott Port _____

Gary Lorenz

(Print Name)

Scott Port, P.E.

(Print Name)

Title: Mayor _____

Title: Project Manager _____

Date Signed: _____

Date Signed: December 27, 2018 _____

Address for giving notices:

Address for giving notices:

City of Ankeny – Public Works _____

JEO Consulting Group, Inc. _____

220 W 1st Street _____

1615 SW Main Street, Suite 205 _____

Ankeny, IA 50023 _____

Ankeny, IA 50023-7261 _____

JEO Consulting Group, Inc.
SCOPE OF SERVICES

I. Project Description

- A. The Project includes the design and construction of a 12 ft x 10 ft box culvert extension that will re-orient the box culvert outlet to the open water of the existing north detention basin (SW-03 per the City of Ankeny's GIS database) of Tradition Park in Ankeny, Iowa. Additionally, the project includes the installation of energy dissipation measures within the tributary, site and channel grading, the construction of erosion control measures, and installation of approximately 125 feet of ADA compliant trail. The box culvert carries the unnamed tributary of Saylor Creek from SW Oralabor Road to Tradition Park.
- B. The City of Ankeny completed a wetland delineation report of the area in October 2016 and has supplied the report to the Engineer.
- C. The City of Ankeny completed the Tradition Park Stormwater Detention Basin Remediation project and has supplied the Engineer with the plans, contract documents, and study of the project.
- D. This Agreement will provide topographic surveying and data collection, geotechnical engineering, preliminary and final design, project information meeting, bid letting services, and permitting services for the project.

II. Project Administration and Coordination

- A. The Engineer shall perform Project coordination with the Owner, adjacent property owners, and other necessary agencies. The Owner will be the primary coordinator with the Federal Emergency Management Agency (FEMA). As needed, the Engineer will assist the Owner in FEMA coordination.
- B. The Engineer shall prepare and submit monthly invoice statements and progress reports.
- C. The Engineer shall perform one (1) Project Team Meeting (PTM) with the Owner for a project kickoff meeting, one (1) PTM with the Owner during the Preliminary Design Phase, and one (1) PTM with the Owner during the Final Design Phase.
- D. The Engineer shall perform any necessary utility coordination that may be deemed necessary with franchise utilities located within the project corridor.

III. Topographic Survey and Data Collection

- A. Contact Iowa One Call and coordinate public utility locations with utility owners. Private utility locates are not included in the Iowa One Call service and if known will be shown as map location.
- B. A topographic survey of the design reach will be created with sufficient detail to design the proposed interventions. Field survey will include pavement, structures, signs, manholes, pipes, box culverts, aprons, posts, etc., and other visible features above ground. Non-visible below ground structures will be shown from information provided by the Owner and are approximate. Contours will be shown at 1-foot intervals.
- C. A minimum of two temporary benchmarks will be placed on site with descriptions and elevations to the nearest 0.01 foot so that horizontal and vertical control can be established throughout the design and construction of the proposed project.
- D. Horizontal Datum will be provided in Iowa State Plane (NAD 83 / Iowa South) and the Vertical Datum will be provided using NAVD 88.
- E. Establish existing right-of-way, property lines, and known easements to facilitate design needs. Survey will include existing monuments to re-establish the record boundary lines to show in the construction documents.

IV. Geotechnical Engineering

- A. Work includes all-terrain drill rig mobilization, Iowa One Call utility locates, drilling, sampling, lab testing, engineering analysis and written report.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- B. The Engineer will perform two soil borings within the location of the proposed box culvert extension. One boring will be 25 feet deep near the end of the existing culvert apron and one boring will be 15 feet deep near the entrance of the detention basin. Final boring locations will be determined upon ground and water level conditions at the time of drilling.
- C. A written report will include box culvert soil foundation remediation and culvert granular material blanket recommendations. The report will also include any other information necessary for the design of the box culvert.

V. Preliminary Design Services

- A. Project Kick-off Meeting
 - i. A project kick-off meeting will be held with the Owners to discuss the scope and nature of the project, and to refine the project's goal, objectives, and schedule. We will identify interested public and private agencies or persons who will need to be consulted about various aspects of the project.
- B. Hydrologic and Hydraulic (H & H) Analysis
 - i. The Engineer will develop detailed original, original corrected, and proposed improvement HEC RAS models that will determine stream velocities and water surface elevations for the design of the box culvert extension and realigned stream. Additionally, this information will be used to provide the necessary submittal information in order to obtain an Iowa DNR Floodplain Development Permit.
- C. The Engineer will prepare preliminary 60% design and plans for the proposed site improvements that include:
 - i. Title Sheet (A-sheet)
 - ii. Typical Sections and Details (B-sheets)
 - iii. Estimated Quantities and General Notes (C-sheets)
 - iv. Plan and vertical geometry information for bank stabilization, box culvert, and site grading (D-sheets)
 - v. Survey Control and Alignment (G-sheets)
 - vi. Identifying any fee title, permanent easement, and temporary easement needs (H-sheets)
 - vii. Preliminary Project Staging (J-Sheets)
 - viii. Project Removals (R-sheets)
 - ix. Trail Improvements (S-sheets)
 - x. Box Culvert Situation Plan (V-sheets)
- D. Provide internal QA/QC for the Project.
- E. The Engineer will submit a preliminary plan set to the Owner for review and comment.
- F. The Engineer will prepare a 60% Engineer's Opinion of Probable Construction Cost for the Project.

Preliminary Design phase is considered complete when documents are reviewed by the Owner.

VI. Permitting Services

- A. The Engineer assumes a U.S. Army Corp of Engineers (USACE) Section 404 permit is required and the project will be covered under a Nationwide Permit. If the USACE requires an Individual Permit, additional items will be required, and those services will be presented to the Owner for approval as a supplemental agreement or amendment to this agreement.
- B. The Engineer shall prepare, coordinate with applicable permitting agencies, submit on behalf of the Owner, and respond to any comments of the following permits:

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- i. USACE Section 404 Permit
 - ii. Iowa DNR Flood Plain Development (Section 401) Permit
 - iii. NPDES Storm Water Permit (if necessary)
 - 1. Includes obtaining public notices and proof of publication, submitting notice of intent, and preparing the "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project using the Owner's SWPPP template. The Owner is responsible for implementation.
 - 2. JEO is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the "initial" SWPPP for the site.
- C. Wetland mitigation is expected on this project with the purchase of wetland credits from the "Voas Mitigation Bank". The Engineer will assist the Owner in the application for purchasing wetland credits. Owner to pay all fees associated with the purchase of credits.

VII. Project Information Meeting

- A. Prior to finalizing construction plans, the Engineer with the Owner shall conduct one (1) Project Information Meeting for the Project.
- B. The Owner will provide meeting invitations to impacted owners, tenants, and residents along the project corridor. The Owner will provide the meeting facilities.
- C. The Engineer will attend the meeting and provide a display drawing for use at the meeting that will depict the project details.
- D. The Engineer will respond to any property owner questions.

VIII. Final Design Services

- A. Upon receipt of preliminary plan review comments from the Owner, the Engineer shall prepare 90% plans and contract documents for the Project.
 - i. Review Preliminary Plan comments from the Owner and internal QA/QC review and incorporate comments into the final design and plans.
 - ii. Elements shown on the plans will include:
 - 1. Title Sheet (A-sheet)
 - 2. Typical Sections and Details (B-sheets)
 - 3. Estimated Quantities, Estimate Reference, and General Notes (C-sheets)
 - 4. Plan and vertical geometry information for bank stabilization, box culvert, and site grading (D-sheets)
 - 5. Erosion Control Plan (E-sheets)
 - 6. Survey Control and Alignment (G-sheets)
 - 7. Identifying any fee title, permanent easement, and temporary easement needs (H-sheets)
 - 8. Project Staging (J-Sheets)
 - 9. Project Removals (R-sheets)
 - 10. Trail Improvements (S-sheets)
 - 11. Box Culvert Situation Plan and Construction Details (V-sheets)
 - iii. The Engineer shall design the box culvert as a cast-in-place box culvert.
 - iv. The Engineer shall prepare bid documents that will include City of Ankeny front end documents modified to support the Project. The SUDAS technical specifications and Ankeny supplemental specifications shall be referenced for construction. Specifications

JEO Consulting Group, Inc.
SCOPE OF SERVICES

may include Special Provisions to supplement SUDAS standard specifications, FEMA specifications/contract provisions.

- v. Provide internal QA/QC of the Project.
- vi. Provide 90% Engineer's Opinion of Probable Construction Cost for the Project.
- vii. Furnish a copy of the 90% final plans, specifications, and bid documents of the Project to the Owner for review.

B. Final 100% Plans and Specifications

- i. Upon receipt of the 90% plan and specification review and comments by the Owner, the Engineer shall incorporate comments and complete the plans, specifications, and bid documents for the project bid letting.
- ii. The Engineer will prepare and submit to the Owner a final Engineer's Opinion of Probable Construction Cost for the Project. The estimate shall be based on engineering judgement and does not represent a guarantee of the actual construction costs. JEO has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining bid prices.

IX. Bidding Phase Services

A. Bid Documents

- i. Furnish plans, specifications, and contract documents of the Project to the Owner and prospective bids via upload to QuestCDN.
- ii. Issue addenda as appropriate to clarify, correct, or change bidding documents.

B. Advertising

- i. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during this phase of services.

C. Bid Opening

- i. The Project will be let by the Owner and the Engineer will:
 - 1. Attend bid opening
 - 2. Confirm as bid prices
 - 3. Prepare tabulations of construction bids
 - 4. Recommend award of contract to the Owner

Bidding phase is considered completed when the Contract Documents are presented to City Council.

X. Construction Services

- A.** Construction services shall be performed under separate Agreement or Amendment.

JEO Consulting Group, Inc. SCOPE OF SERVICES

XI. Deliverables

- A. Preliminary Construction Drawings (11" x 17") – Electronic Copy and 2 Hard Copies
- B. Engineer's Preliminary Opinion of Probable Construction Cost
- C. Geotechnical Report (By Subconsultant)
- D. Joint Application for CWA Section 404 and IDNR Flood Plain Development permits submitted to USACE and IDNR on Owner's behalf
- E. Final Construction Drawings (11" x 17") – Electronic Copy and 5 Hard Copies
- F. Front End Documents and Special Provisions – Electronic Copy and 5 Hard Copies
- G. Engineer's Final Opinion of Probable Construction Cost
- H. Pre-construction GIS/Survey Submittals Per City Requirements (Including Base Map and Project Design in AutoCAD format)

XII. Fee Schedule (Hourly Not to Exceed)

A.	Project Administration and Coordination	\$8,000.00
B.	Topographic Survey and Data Collection	\$3,400.00
C.	Geotechnical Engineering	\$4,500.00
D.	Preliminary Design Services	\$24,300.00
E.	Permitting Services	\$5,200.00
F.	Project Information Meeting	\$2,400.00
G.	Final Design Services	\$23,100.00
H.	Bidding Phase Services	\$2,500.00
I.	<u>Construction Services</u>	<u>By Amendment</u>
	Total	\$73,400.00

XIII. Timeline

- A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.
 - i. Topographic Survey & Data Collection (per City's 12/4/2018 email) December 2018
 - ii. Notice to Proceed January 2019
 - iii. Geotechnical Borings February 2019
 - iv. Preliminary Plan Design Feb. 2019 - March 2019
 - v. Permitting Services March 2019 - June 2019
 - vi. Project Information Meeting April 2019
 - vii. Final Plan and Contract Document Design April – May 2019
 - viii. Project Bid Letting June 2019
 - ix. Contract Award July 2019

* Note: Project schedule is dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the Owner.

XIV. Additional Services Not Included in the Proposal

- A. Grant Administration.
- B. Land rights and ownership.
- C. Preparation of environmental studies or reports, including wetlands and/or cultural studies.
- D. Land purchase costs, closing costs associated with land acquisition, and cost associated with condemnation process.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- E. Construction phase services including construction administration, resident project representation or construction staking (to be negotiated at a later date).
- F. Record drawings (to be negotiated at a later date).
- G. Acquisition plats, legal descriptions, and any other right-of-way/easement services for fee title, permanent easements, or temporary easements.
- H. Material testing services.
- I. Full NEPA CE or EA services.
- J. Biological and cultural review.
- K. Boundary retracement of existing lots to set missing monuments.
- L. Project management and coordination tasks beyond the scheduled project completion period.
- M. Preparation of bidding or contract documents for alternate bid prices.
- N. Other permits not indicated within this scope.
- O. Any permit and publication fees associated with permit applications.
- P. QuestCDN bidding fees.
- Q. Purchase of wetland mitigation credits and fees.
- R. Hydraulic and hydrologic analysis and design.
- S. Special meetings and meetings not outlined in the Scope of Services.
- T. Other services not specifically outlined in this Agreement.

XV. Owner's Responsibilities

- A. Provide timely plan reviews and the Engineer with all criteria and full information as to requirements for the project.
- B. Provide copies of the most current water, sanitary sewer, and storm sewer base maps.
- C. Provide all available study and design information relevant to this project, including any HEC RAS or other modeling information and any hydrology/hydraulic information.
- D. Give prompt written notice to Engineer of any hazardous environmental conditions.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
- F. Provide a room/location for the Project Information Meeting.
- G. Provide meeting invitations for Project Information Meeting.
- H. Provide a designated authorized project representative.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit C.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Standard Hourly Rates Schedule



JANUARY 1, 2019

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$150.00	-	\$250.00
Project Engineers/Architects:	\$115.00	-	\$200.00
Project Engineers (E.I.):	\$96.00	-	\$115.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$70.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$102.00
Principals:	\$200.00	-	\$250.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Exhibit D

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Ankeny. Coverage B limits shall be greater if required by Umbrella Carrier.

D) UMBRELLA LIABILITY \$ 2,000,000

Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY \$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract.
- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY \$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #_____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.