

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

## 2019 North Creek Channel Flood Repair

This Agreement is made and entered into this 7th day of January, 2019, by and between the CITY OF ANKENY, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), a limited liability company 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 shall be as further described in Attachment 1, Scope of Services.

### 2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. 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 fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

#### I. Basic Services of the Consultant

##### Division 1 – FEMA Reimbursable

a. Project Coordination	\$2,200.00
b. Functional & Preliminary Design	\$7,100.00
c. Design Survey	\$5,800.00
d. Final Design	\$4,200.00
e. Project Bidding	\$4,000.00

f. Environmental Investigation & Permitting	\$1,500.00
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g. Geotechnical Investigation	\$5,200.00
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##### Division 2 – City Funds

g. Functional & Preliminary Design	\$1,400.00
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h. Design Survey	\$2,700.00
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i. Final Design	\$1,050.00
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j. Environmental Investigation & Permitting	\$500.00
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Total	\$35,650.00
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B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, 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's 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; \$2,000,000 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 \$2,000,000 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 Ankeny  
Attn: Mark Mueller, P.E.  
Address: 220 W. 1<sup>st</sup> Street  
City, State: Ankeny, IA 50023-1751

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment LLC  
Attn: Patrick Kueter, P.E.  
Address: 8191 Birchwood Court, Suite L  
City, State: Johnston, IA 50131

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 or 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 affected 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.

Foth Infrastructure and Environment, LLC

CITY OF ANKENY, IOWA

BY: 

BY: \_\_\_\_\_

Patrick P. Kueter, P.E.

Gary Lorenz, Mayor

Client Director

WITNESS

ATTEST



Name: David Kapler, P.E.

Name: \_\_\_\_\_

Title: Senior Vice President

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

# ATTACHMENT 1

## SCOPE OF SERVICES

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The work to be performed by the **Consultant** under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project consists of repairing the banks of North Creek beginning at approximately NW Irvinedale Drive and continuing repair for approximately 500-ft. in Ankeny, Iowa. This scope of services is based on the following project assumptions:

- Total bank repair does not exceed 500-ft. The repair is not continuous along both banks.
- Division 1 will include the south bank of North Creek just west of NW Irvinedale Drive and adjacent to NW Irvinedale Drive culvert for approximately 70-ft. Division 2 will include repairs to damaged areas of banks from end point of Division 1 to approximately 500-ft downstream of NW Irvinedale Drive culvert.
- Project will utilize information from the City of Ankeny's GIS data (storm sewer, etc.) in order to determine approximate drainage basin to culvert located at NW Irvinedale Drive.
- Storm events, including approximation of storm event that occurred June 30, 2018, will be analyzed in order to provide at least 2 alternatives for Division 1.
- Design services to be completed in spring 2019 with construction services to start in summer 2019 and end no later than May 2020.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

### **I. BASIC SERVICES OF THE CONSULTANT.**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following basic services in regard to the Project:

#### **1) PROJECT COORDINATION**

The Consultant will complete the following project coordination as part of the project.

##### Task 1 - Maintain/Update Mailing List

The Consultant will maintain the project mailing list and update it as needed to include all local officials, agencies and interested parties. The City will provide the initial list of interested parties.

##### Task 2 - Project Newsletters

Task not used.

##### Task 3 - Project Information Meetings

The Consultant will conduct one (1) project informational meeting that will be attended by two (2) staff members. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the property owners adjacent to the project and a discussion of the functional plan, as well as gather information about the concerns, priorities and specific issues of the adjacent property owners and other affected parties. The purpose of the meeting will also be to provide a timeline and expectation of the construction process. This task includes preparation of display materials and hand out information, reserving an appropriate meeting facility, and notifying the surrounding property owners of the meeting.

**Task 4 - Individual Property Owner Meetings**

Conduct meetings with individual property owners to discuss the specifics of the project (access issues, changes in grading, and other issues) as it relates to their specific parcel. Obtain information regarding any issues the property owner feels is important, and solicit input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents.

For estimating purposes, it is anticipated that two (2) meeting(s) with two (2) individual property owners will be needed.

**Task 5 – Design Utility Coordination Meetings**

Task not used.

**Task 6 - Periodic Meetings with Local Elected Officials**

Task not used.

**Task 7 - Exhibit Preparation for Council Work Session**

Task not used.

**Task 8 - Project Management**

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables. For estimating purposes, it is assumed that the project duration will be six (6) months spread throughout the calendar year 2019.

**2) FUNCTIONAL DESIGN**

Complete functional design for the channel flood repairs. The primary focus will be on geometric plans, existing and proposed utility locations, determining construction access location, and easement requirements. Incorporate potential elements that may affect the bank repairs, including property impacts. The plans will show bank repair locations, utility locations, and property lines.

The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

**Task 1 – Channel Flood Repairs**

A functional design will be completed using available city mapping to define the bank geometry, and investigate property and grading impacts. This task also includes the preparation of display materials, cost estimates and hand out information for an informational/coordination meeting. The purpose of this phase is to determine the preferred channel flood repair alternative. For estimating purposes it is assumed that a maximum of two (2) functional alternatives will be developed.

**Task 2 - Meetings**

It is estimated that the Consultant's staff will attend two (2) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

The functional design will be graphical and will be used as a reference in preparing preliminary and final plans for the bank repairs. The City will review the functional design. The Consultant will provide roll plots and drawings to facilitate the review of the design. Suggested revisions or design modifications will be addressed in the preliminary design phase. A brief memorandum with supporting marked-up plan sets will serve to document completion of this task and acknowledgement of design changes to be executed in preliminary design phase.



### **3) DESIGN SURVEYS**

The Consultant shall perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

#### Task 1 - Control Survey

The Consultant shall establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

#### Task 2 - Topographic Survey

The Consultant shall perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

#### Task 3 - Utility Survey

The Consultant shall perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

#### Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

#### Task 5 - Right-of-Way Survey

Task not used.

#### Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that two (2) parcels are within the project limits.

#### Task 7 - Preparation of Acquisition Plats and Legal Descriptions

The Consultant shall prepare acquisition plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following number of acquisition plats are assumed for this agreement.

Fee-Title Right-of-Way Acquisitions = 0  
Permanent Easement = 1  
Temporary Construction Easement = 2

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions shall be "of" descriptions or metes & bounds descriptions. The plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats shall also be completed in accordance with the City of Ankeny requirements.

This task also consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and shall also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

#### Task 8 - Soil-Boring Location Surveys

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of approximately one (1) soil boring.

#### Task 9 – Property Owner Notice of Project

The Consultant shall prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant shall distribute the notice letter following the City review and approval.

### **4) PRELIMINARY DESIGN PHASE**

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, bank repair types and locations, and other features of the project. The preliminary plans will include but not be limited to the following tasks:

#### Task 1 - Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

##### Title and General Information Sheets (A Sheets)

Assemble the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

##### Preliminary Typical Cross Sections and Preliminary Details (B Sheets)

Assemble the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading and drainage improvements.

##### Preliminary Estimate of Quantities and Preliminary Estimate of Miscellaneous Quantities (C sheets)

Determine preliminary bid items to be included in the project, along with an estimate of quantities for each item. An estimate reference is not included in this task.

Preliminary Plan Sheets (D Sheets)

This task consists of the development of preliminary plan sheets that will show the existing topography along with the proposed improvements based on the existing topographic survey. Proposed Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=20'.

Reference Ties and Bench Marks (G Sheets)

Assemble reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Right-of-Way Sheets (H Sheets)

Sheet Not Used

Preliminary Traffic Control and Staging (J Sheets)

Develop a plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction.

The traffic control devices, procedures, and layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

Preliminary Intersection Geometrics (L Sheets)

Sheets Not Used

Preliminary Storm Drainage Design (M Sheets)

Sheets Not Used

Preliminary Sanitary Sewer and Water Main Design (R Sheets)

Sheets Not Used

Accessible Curb Ramp Design (S Sheets)

Sheets Not Used

Preliminary Special Construction Details (U Sheets)

This task consists of preliminary design and drafting associated with special project details.

Detailed Cross Sections (W Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 2 - Wetland Permitting

Based on the proposed activities, it is assumed that a wetland delineation will not be required by the United States Army Corps Engineers (USACE). However, the project will require that a Section 404 Nationwide Permit be submitted and approved for the project to proceed. Fees assume that mitigation will not be required for the project.

Section 404 Permit:

Prepare a Section 404 Permit application for the proposed channel flood repairs. The proposed scope of work will consist of phone discussions with regulatory entities and preparation of 404 Permit Application.

Limited Phase I Cultural Resource Survey: - If Requested by USACE

Retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO), if necessary. Fees are not included for this work as it is assumed this will not be required for the project.

Bat Habitat Survey: - If Requested by USACE

Evaluate whether the trees within the project area may be suitable habitat for the Indiana bat and/or northern long-eared bat based on the FWS 2015 Range-Wide Indiana Bat Summer Survey Guidelines (April 2015) by performing an Initial Project Screening, as described in the guidance, if necessary.

Task 3 - North Creek Hydraulics

The proposed channel flood repair project is not located within a FEMA detailed study area, as such there are no FEMA published base flood elevations for this section of the channel. The contributing drainage area at the proposed channel flood repair location is greater than 2.0 square miles and will require an Iowa DNR Flood Plain Permit. It is assumed that a No Rise Certification will not be needed for this project. Therefore, limited hydraulics modeling will be required as part of this project.

Agency Coordination

The Consultant will coordinate hydraulic data and analysis with the Iowa Department of Natural Resources (IDNR) and the US Army Corps of Engineers (USACE) pursuant to issuance of a floodplain development permit and Nationwide 404 Permit.

Task 4 - Meetings

It is estimated the Consultant's staff will attend two (2) meetings with the City and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties the Consultant will attend additional meetings as needed to complete the Project.

The Consultant will provide drawings to facilitate the review of the preliminary design. Suggested revisions or design modifications will be addressed in the final design phase. A brief memorandum with supporting marked-up plan sets will serve to document completion of this task and acknowledgement of design changes to be executed in final design phase.

Task 5 –Geotechnical Subconsultant

Coordinate with Allender Butzke Engineers Inc. (ABE) for one soil boring 40 feet deep, located roughly in line with the east edge of the townhouse. Per ABE a report will be prepared that will include recommendations and design parameters for a sheet pile wall, and if possible discussion of alternate concepts for bank stabilization. Rubble drilling, if any, will be at a rate of \$275/hour.

**5) FINAL DESIGN PHASE**

Based upon approved preliminary design, field review, and project informational meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Final Typical Sections and Final Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Final Plan Sheets (D Sheets) - This item consists of the final plan sheets that will show the existing topography along with the proposed channel flood repairs. Permanent easements and temporary construction easements will be shown on these drawings.

Reference Ties and Bench Marks (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Right-of-Way Sheets (H Sheets)

Sheets not used

Traffic Control and Staging (J Sheets) – This item consists of final design and drafting of the traffic control and staging plans.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets)

Sheets not used.

Final Design of Storm Drainage Systems (M Sheets)

Sheets not used.

Final Sanitary Sewer and Water Main Plan and Profiles (R Sheets)

Sheets not used.

Accessible Curb Ramp Design (S Sheets)

Sheets not used.

Final Soils Design (T Sheets)

Sheets not used

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, and structural elements such as sheet pile wall details, not included in the standard drawings, and other required miscellaneous details found to be required for completion of the project.

Final Design Cross-Sections (W Sheets) - This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, ditches, and other pertinent information.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR NPDES Stormwater Discharge Permit

- IDNR Floodplain Permit
- Notice of Publication
- Pollution Prevention Plan
- USACE Permit

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

#### Task 3 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. Also, the Statewide Urban Design and Specifications and City of Ankeny SUDAS Supplemental Specifications shall be utilized for this project. Appendices with FEMA provisions will also be included.

#### Task 4 – State Revolving Fund Design Coordination

Task not used.

#### Task 5 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

#### Task 6 - Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the Project Team.

#### Task 7 - Meetings

It is estimated that the Consultant's staff will attend one (1) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

### **6) PROJECT BIDDING PHASE**

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

#### Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that seven (7) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase. Quest CDN will be used for distribution of contract documents, facilitated by Consultant.

#### Task 2 - Notice of Project

The Consultant shall prepare the formal Notice to Bidders and Notice of Public Hearing. The City shall handle posting the Notice to Bidders with MBI and Iowa League of Cities as well as the publication of the Notice of Public Hearing in the newspaper. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expand the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall have a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

### **PROJECT DELIVERABLES**

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Preliminary construction drawings (11" x 17") electronic and 2 hard copies to facilitate review of design
- Preliminary engineer's opinion of probable construction cost
- Geotechnical report by others (ABE)
- USACE/IDNR 404 permit & IDNR Flood Plain permit
- Permanent easement & temporary construction easement documents
- Seven (7) sets of the original Final Construction drawings (half-size 11"x17") and final Project Manual
- Final engineer's opinion of probable construction cost

### **ADDITIONAL SERVICES:**

Additional Services are **not** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) Review Appraisals
- 2.) Eminent Domain proceedings
- 3.) Preparation of Environmental Evaluation and Documentation
- 4.) Bat mist netting, acoustic surveys, or emergence surveys
- 5.) Contaminated Soils Investigations
- 6.) Wetland Delineation/Mitigation
- 7.) Major HEC-RAS Water Surface Modeling
- 8.) Structural/Retaining Wall, if different than steel sheet pile wall
- 9.) Special Geotechnical Considerations
- 10.) Subsurface Utility Investigations
- 11.) Storm Water Pollution Prevention Monitoring
- 12.) Construction Period Testing Services
- 13.) Construction Phase Services

### **CITY'S RESPONSIBILITIES:**

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.



## ATTACHMENT 2

### SCHEDULE

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The Consultant shall complete the following phases of the Project in accordance with the schedule shown; assuming notice to proceed is issued by the City on or before January 7, 2019. If notice to proceed is given at a later date, time of completion shall be extended accordingly.

Functional Design	January – March 2019
Design Survey	January - February 2019
Preliminary Plan Preparation	March 2019
Final Plan Preparation	April 2019
IDNR & USACE Permit Submittal	March - April 2019
Plan Approval & Project Letting	May 2019
Construction	July – December 2019

It must be understood that the Consultant does not have control over the length of time the IDNR and USACE require to review, comment on, and subsequently issue permit(s). Construction of the proposed channel flood repairs cannot begin until the required IDNR & USACE permits are issued. The Consultant shall not be held responsible for delays in the project due to the length of time the IDNR & USACE require for permit issuance.

## ATTACHMENT 3

### SCHEDULE OF FEES

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#### FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C

#### 2018 STANDARD HOURLY RATE SCHEDULE

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Director	\$191.00
Project Manager	\$160.00-\$186.00
Project Scientist	\$110.00-\$135.00
Project Engineer	\$134.00-\$178.00
Staff Engineer	\$108.00-\$132.00
Planner	\$108.00-\$178.00
Technology Manager	\$155.00
Technician	\$75.00-\$134.00
Construction Manager	\$155.00
Land Surveyor	\$125.00-\$158.00
Project Administrator	\$75.00-\$95.00
Administrative Assistant	\$60.00

#### REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.
- 5.

#### ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2018. Rates subject to change annually on January 1.

## ATTACHMENT 4 **PROJECT LOCATION MAP**

