



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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, 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:

NW Irvinedale Drive Water Main Improvements ("Project").

JEO Project Number: 190369.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**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**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$0.00
- 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 can be provided upon request.

## ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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### 4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

Exhibit C – Standard Hourly Rate Schedule

### 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:  \_\_\_\_\_

Don Clark, P.E.  
\_\_\_\_\_  
(Print Name)

Scott Port, P.E.  
\_\_\_\_\_  
(Print Name)

Title: Director of Municipal Utilities

Title: Project Manager

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

Date Signed: March 26, 2019

Address for giving notices:

Address for giving notices:

City of Ankeny – Public Works

JEO Consulting Group, Inc.

220 W First 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 installation of approximately 850 LF of 12" diameter water main within the right-of-way on the east side of NW Irvinedale Drive from the north side of NW 36<sup>th</sup> Street to the existing 12" water main line at the southwest corner of Villas at Brinmore Estates Plat 1.
- B. The storm sewer along NW Irvinedale Drive will be installed by Casey's General Store and a casing pipe will be installed under the driveway of the Casey's entrance for the 12" water main. The Casey's General Store is planning on being open August 2019.
- C. Bidding services and construction service are not included on this agreement and if necessary, a separate agreement will be utilized for these services

**II. Topographic Survey and Data Collection**

- A. Determine public right-of-way including locating property pins.
- B. Contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey. Private utility locates are not included in the Iowa One Call service and if known will be shown as map location.
- C. Perform topographic survey of the project corridor. Field survey will include utility locations, pavement, structures, signs, manholes, pipe aprons, posts, flowlines, etc., and other visible features the Engineer determines to meet project objectives.
- D. Survey water valves and hydrants near project corridor.
- E. Plot topographic survey, including existing utilities, physical features, and existing road right-of-way. Contours will be shown at 1-foot intervals.
- F. 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.
- G. Horizontal Datum will be provided in Iowa State Plane (NAD 83 / Iowa South) and the Vertical Datum will be provided using NAVD 88.

**III. Preliminary Design**

- A. Review existing information provided by Owner.
- B. Advise Owner if additional information or data is needed.
- C. Evaluate existing utilities with regard to water main improvements.
- D. Provide exhibits for Temporary Construction Easements, if needed.
- E. Coordinate with utility companies during design process.
- F. Conduct an internal QA/QC review of plan set.
- G. Prepare and furnish preliminary design phase documents to Owner with cost estimate.
- H. Prepare and furnish preliminary design phase documents to Utility companies.
- I. Meet with Owner to review preliminary design phase documents (1 meeting).
- J. Revise plan set after internal QA/QC and Owner reviews.

Preliminary design phase is considered complete when documents are reviewed with the Owner.

**IV. Final Design Services**

- A. Procure additional field information for design, if necessary.
- B. Prepare detailed working drawings including:
  - i. Cover sheet with listing of applicable SUDAS details. – A-sheets
  - ii. Project specific details, if necessary – B-sheets
  - iii. Estimate of quantities with estimate reference information – C-sheets

## JEO Consulting Group, Inc. SCOPE OF SERVICES

- iv. Removals and proposed construction drawings – D-sheets
- v. Erosion control sheets – E-sheets
- vi. Control and alignment – G-sheets
- vii. Traffic control sheets – J-sheets
- viii. Staging sheets, if necessary – J-sheets
- C. Perform internal Quality Assurance/Quality Control review of the final plans.
- D. Furnish plans and front end documents for formal bid process to Owner for review.
- E. Revise plans and front end documents after QA/QC and Owner reviews.
- F. Prepare opinion of probable construction cost.
- G. Attend up to one (1) meeting during final design phase.
- H. Prepare and submit the Iowa DNR Water Main Construction Permit.

Final Design phase is considered complete when the final plans have been reviewed with Owner.

### V. Deliverables

- A. Construction Drawings (11" x 17") and Front End Documents 5 Copies
- B. Electronic version of Contract Documents and Front Ends (PDF Format)
- C. CAD file and/or XYZ file in accordance with Owner's Submittal Requirements

### VI. Fee Schedule (Not to Exceed)

|   |               |
|---|---------------|
| A. Topographic Survey and Data Collection | \$0.00        |
| B. Preliminary Design Services            | \$0.00        |
| C. <u>Final Design Services</u>           | <u>\$0.00</u> |
| Total                                     | \$0.00        |

### VII. 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 Completed May 10, 2019
  - ii. 50% Preliminary Design Submittal June 14, 2019
  - iii. City Completes 50% Preliminary Plan Review June 21, 2019
  - iv. 95% Final Plans and Contract Document Submittal July 12, 2019
  - v. City Completes 95% Final Plan and Contract Doc. Review July 19, 2019
  - vi. Final Plans to Owner August 2, 2019
  - vii. Council Set Hearing and Letting August 5, 2019
  - viii. Bid Letting (Services under a Separate Agreement) August 27, 2019
  - ix. Hearing & Award Contract September 3, 2019
  - x. Construction (Services under a Separate Agreement) Sept. – Oct. 2019

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

### VIII. Additional Services Not Included in the Proposal

- A. Preparation and/or review environmental studies including wetlands or cultural studies
- B. Traffic studies
- C. Preparation of bidding of contract documents
- D. ROW and/or easement negotiations and property owner meetings

**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. Services in connection with geotechnical exploration, geotechnical testing, or materials testing.
- H. Boundary retracement of existing lots to set missing monuments
- I. Developing and Submitting the Iowa DNR Water Main Construction Permit
- J. Other permits not indicated within this scope
- K. Any permit and publication fees associated with permit applications
- L. Special meetings and meetings not outlined in the Scope of Services
- M. Updates to water, sanitary sewer and electrical distribution plat maps (existing and proposed)
- N. Bidding and negotiation services
- O. Other services not specifically outlined in this agreement

**IX. Owner's Responsibilities**

- A. Provide Engineer with all criteria and full information as to requirements for the project.
- B. Furnish or otherwise make available such additional project related information and data to enable Engineer to complete basic and additional services. Such additional information or data would generally include the following:
  - i. Property descriptions
  - ii. Zoning, deed, and other land use restrictions
  - iii. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the project
  - iv. Copies of the most current water, sanitary sewer, and stormwater base maps.
  - v. Video of existing storm sewer
- C. Give prompt written notice to Engineer of any hazardous environmental conditions.
- D. 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.
- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto.
- F. Perform or provide the following additional services:
  - i. 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/<br>Architectural/Planning/GIS<br>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.