

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

West First Street Widening and Improvements – Phase 1
SW Scott Street to SW Logan Street

This Agreement is made and entered into this 17th day of December, 2018, 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 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

A. Project Coordination	\$ 29,460.00
B. Design Survey and Mapping	\$ 94,260.00
C. Functional Design	<u>\$ 114,000.00</u>
Total	\$ 237,720.00

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 shall provide insurance as specified in the City of Ankeny Insurance Requirements For Professional Services provisions attached to and made part of this Agreement.
- B. 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:

FOR THE CONSULTANT:

Name: City of Ankeny
Attn: Mark Mueller, P.E.
Address: 220 W. 1st Street
City, State: Ankeny, IA 50023-1751

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 3 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 the contract documents.
- 5) 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.


Foth Infrastructure and Environment, L.L.C.
Project No. 18A039.01
Date: December 17, 2018

West First Street Widening and Improvements – Phase 1
SW Scott Street to SW Logan Street
Ankeny, Iowa

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: 
Patrick P. Kueter, P.E.
Client Director

BY: _____
Gary Lorenz, Mayor

WITNESS

ATTEST


Name: Molly D. Long, P.E.
Title: Lead Engineer

Name: _____
Title: _____

ATTACHMENT 1

SCOPE OF SERVICES

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 the following Scope of Services for the Project.

The Project consists of the reconstruction of West First Street from just east of SW Scott Street to just east of SW Logan Street in Ankeny, Iowa. Services to be completed by the Consultant as part of this initial Scope of Services includes initial project coordination, design survey and mapping, drainage study of the project area, and functional layout out of the proposed roadway improvements.

This Scope of Services is based on the following project assumptions:

- West First Street project length is approximately 3,100 LF.
- Side Streets are assumed to reconnect within 100-ft of West First Street.
- Preliminary design including preparation of acquisition plats and easements, final design, and construction period services will be completed under future Amendments to this Professional Services Agreement.

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 regards to the Project:

A. Project Coordination

The Consultant will complete the following project coordination activities as part of this initial Scope of Services.

Task 1 – Design Development Coordination

The Consultant will maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings that will be attended by three (3) staff members of the Consultant.

Task 2 – Iowa DOT Coordination – Future task.

Task 3 – Public Transit Coordination

The Consultant will attend a meeting with Des Moines Area Regional Transit (DART) to address specific design development elements. The Consultant will prepare meeting minutes and keep documentation of other communications. It is anticipated that there will be one (1) meeting(s) with representatives of DART to review the functional design elements in preparation for preliminary design.

Task 4 - Utility Coordination Meetings

The Consultant will conduct two (2) utility coordination meetings with representatives of various utility companies. The first meeting will be to advise the utility of the nature and extent of the

proposed improvements and solicit mapping and input from the utility to develop an understanding of the order of magnitude and limitations of their facilities located within the project corridor. The second meeting will be to review the collected field data, identify any missing information, share with each utility the proposed functional layout of the project, and begin initial assessments of impacts to each utility. The Consultant shall document all communications and correspondence with each utility company and share with the City prior to the start of preliminary design. Known utilities in the corridor include:

- MidAmerican Energy Company
- CenturyLink Communications
- Aureon Network Services
- Windstream Communications
- Unite Private Network
- City of Ankeny
- Ankeny Community Schools
- Mediacom Communications

It is anticipated that additional utility coordination meetings will be completed as part of the future preliminary and final design tasks.

Task 5 – Project Information Meetings – Future task.

Task 6 – Periodic Meetings with Local Elected Officials – Task completed by City Staff.

Task 7 – Maintain and Update Project 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 8 - Project Management

The project manager for the Consultant will be responsible for maintaining coordination with the City, monthly progress reporting, minutes of meetings, interoffice memoranda, and project invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

Project duration is anticipated to be three (3) months for this phase of the project.

B. Design Survey and Mapping

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

Task 1 – Project Control

Establish supplemental horizontal and vertical control for the Project area based on the City permanent Horizontal and Vertical Control monuments and prior Ankeny Boulevard and First Street Intersection project control. 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.

Mobile LiDAR Control

Utilize a base/rover GNSS survey system to establish coordinates on approximately 15 pavement locations. Each photo control point will be observed twice separated by a 3-4 hour window to allow different satellite geometry to verify coordinate accuracy.

Task 2 - Topographic Survey

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.

Mobile LIDAR Scan and Support

When working within the City right-of-way, safety of the traveling public and the field crews are of primary concern. On the day of the scan mission, the Consultant will provide a survey vehicle equipped with safety lights to assist the Mobile LIDAR Scan Vehicle (MLSV) with on-site logistics. Coordinate with the City and local law enforcement to request assistance with a rolling traffic break (during non-peak hours) behind the MLSV for added level of safety and to minimize interruption of normal traffic flow. The rolling traffic break minimizes the presence of potential obstructions in the scan data that may block the scanner's line-of-sight and prevent the capture of the full roadway prism and critical design features. The speed of the MLSV and rolling traffic break is typically just below the posted speed limit and will result in minimal disruption of normal traffic flow.

Mobile LiDAR Data Adjustment

The scan data will initially be tied to a project specific control point, by use of a static GNSS base station, on-board GNSS, and Inertial Measurement Unit (IMU) sensors. Scan data for this project will further be constrained to the Mobile LIDAR Control set in above tasks.

Task 3 - Utility Survey

Utilize the Iowa One-Call Design Request System to identify utility owners of record, obtain existing utility mapping information, and request that buried utilities be marked in the field. Field survey marked utilities, incorporate into project base map, and document utility name and contact information on the utility legend. This task includes establishing manhole and intake elevations for existing sanitary sewer, storm sewer, and roadway culverts. Excavating to expose buried utilities is not part of this agreement.

Anticipated utilities to be surveyed include phone, gas, fiber optic, water main and water valves, overhead/underground electrical, and sanitary sewer and storm sewer manholes.

Task 4 - Wetland Delineation Survey – Task not used.

Task 5 - 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; and 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 6 - Right-of-Way Survey

Perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 7 - 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 twenty-eight (28) parcels are within the project limits.

Task 8 - Soil-Boring Location Survey – Future task.

Task 9 – Pond Sediment Survey - Task not included.

Task 10 - Public Notice of Project

Prepare 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. Distribute the notice letter following the City review and approval.

Task 11 – Report of Record Ownership and Liens (Title Searches)

For preliminary land survey purposes and for preparation of acquisition documents, place an order with a Polk County abstractor for the form of record of property ownership and liens certificates to identify and fulfill title vesting requirements. These reports will be used during the project design to identify ownership information, existing rights of way, and other encumbrances of record. Such reports are also required for properties that will have fee acquisitions or will be encumbered by an easement as part of the project.

Report of record ownership and liens will be obtained for up to twenty-eight (28) parcels.

C. Functional Design

Complete functional design layout for the proposed improvements. The primary focus will be on development of roadway geometrics, identify existing and proposed utility locations, identify existing and proposed right-of-way needs, and develop a general staging concept to construct the improvements. The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will summarize and submit to the City design criteria used to develop the project. Criteria will conform to the City, Iowa DOT, SUDAS, and AASHTO design standards. The criteria to be addressed include:

- Functional classification and design type
- Design speed and Regulatory speed
- Design vehicles for intersection design
- Widths of travel lanes, parking areas, and right-of-way
- Preferred Clear Zone
- Acceptable Clear Zone
- Provisions for pedestrians and/or bicycles
- Street lighting requirements
- Utility corridor locations

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 - Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, and clear-zones. This task does not include pavement and subgrade design. This task also includes identifying potential storm sewer, sanitary sewer, water main, fiber optics, and other utility locations in the development of the typical sections. Detailed design calculations and capacity analysis for storm sewer, water main, or sanitary sewer is not included as part of this task.

It is anticipated that three (3) typical cross sections will be developed for West First Street that includes widening to the north, widening to the south, or a symmetrical widening about the centerline of the existing roadway. Typical cross sections will also be developed for each of the side street connections.

Task 3 - Develop Functional Geometrics

Develop functional geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Included as part of this task is turning design vehicle templates at the intersections.

Task 4 - Develop Horizontal Alignments

Utilizing functional geometrics and design survey, develop horizontal alignments for the mainline and connecting roadways. The alignments will be developed based on the technical memorandum summarizing the design criteria.

Task 5 – Preliminary Drainage Analysis

Review record plans and previous projects to inventory existing stormwater system and established existing drainage patterns. Field located stormwater structures and measure pipe sizes outside of the vicinity of the West First Street project limits to incorporate into hydraulic model. Complete preliminary TR-20 hydraulic analysis of the drainage basin based on Chapter 2 SUDAS Design Manual. Quantify stormwater runoff for the 5-yr, 10-yr, 50-yr, and 100-yr recurrence intervals. Review preliminary analysis with City and identify potential deficiencies. Determine order of magnitude storm sewer size, costs, and/or potential detention facility storage requirements for stated recurrence intervals. Review and determine capacity improvements to take forth into preliminary and final design.

Based on review of the City GIS information and available mapping, it is assumed that the drainage basin limits for this project are generally bounded by SW 3rd Street on the south, West First Street on the north, SW Des Moines Street on the west, and S Ankeny Boulevard on the east. In general, the current outlets for the existing West First Street system drains east down East First Street as well as north towards Hawkeye Pond.

Complete additional field work to validate/resolve GIS storm sewer invert and flowline information outside the immediate Project limits but within the defined drainage basin flowing to the Project. Additional field work will be limited to the major public infrastructure only and will not include minor structures such as roof drains or cleanouts or accessing private property or private infrastructure. Assumed additional field effort is based on two (2) field members for 80-hrs each to complete this task.

Task 6 – Water Main Layout

Review the existing water distribution system with City staff and identify changes that the proposed roadway improvements will have on the existing system. Determine locations of hydrants, valves, water services, and other key connections and develop a staging plan to maintain water service throughout the duration of construction. No water main demand and sizing is anticipated as part of this project.

Task 7 – Sanitary Sewer Review

Review existing sanitary sewer video inspections provided by the City and identify deficiencies and locations of repair or replacement. Review and identify existing manhole structures that need to be replaced. No sanitary sewer flow calculations or sizing is anticipated as part of this project.

Task 8 – Functional Design Exhibit

Prepare functional design exhibit that will consist of a full-size aerial strip map that shows the major project features. Include new roadway features, driveway locations, sidewalk locations, water main locations, storm sewer locations, sanitary sewer locations, fiber optic locations, property lines, property ownership, anticipated right-of-way needs, changes in accesses, and major structure locations.

Task 9 – Functional Staging Plan Exhibit

Prepare high-level overview of anticipated staging necessary to construct the project. Identify the number of major stages and how traffic, utility service, and property access will be maintained during construction. Document any special consideration that public or private utilities will require during construction. Prepare memorandum that documents staging constraints, anticipated construction effort, and any special considerations that will be incorporated into the preliminary and final design.

PROJECT DELIVERABLES

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

- Design Criteria Technical Memorandum
- Preliminary Drainage Report
- Typical Sections Exhibit
- Functional Design Exhibit
- Functional Staging Plan Exhibit

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.) Preliminary Design
- 2.) Final Design
- 3.) Traffic Operation Analysis
- 4.) Preparation of Acquisition Plats and Easement Documents
- 5.) Real Estate Acquisition Services
- 6.) Environmental Evaluation and Documentation
- 7.) Historical and Archeological Preservation Investigations (Section 106)
- 8.) Geotechnical Exploration
- 9.) Subsurface Utility Investigations
- 10.) Construction Period Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.

3. Provide televising of storm sewer or sanitary sewer if needed.
4. Provide existing topographic base mapping, aerial photo images, and other available electronic files pertinent to the Project.

ATTACHMENT 2

SCHEDULE

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 December 17, 2018. If notice to proceed is given at a later date, time of completion shall be extended accordingly.

Project Coordination	October 2018 – February 2018
Design Survey and Mapping	October 2018 – December 2018
Functional Design	December 2018 – February 2019

ATTACHMENT 3 SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C 2018 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
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%.

ADJUSTMENTS TO FEE SCHEDULE

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

City of Ankeny Insurance Requirements for Professional Services

1. **Foth Infrastructure and Environment, LLC** shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A 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 A.
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 A.
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.

Exhibit A

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 endorsement indicating that coverage is primary and non-contributory.
- c) Include endorsement to preserve Governmental Immunity. (Sample attached).
- d) Include an endorsement that deletes any fellow employee exclusion.
- e) 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 \$ 4,000,000

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.

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

West First Street Widening Improvements – Phase 1 Project Limits

