

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive

THIS AGREEMENT is made and entered into this 20th day of January, 2020, between the City of Ankeny, Iowa, hereinafter referred to as the “Owner”, and Civil Design Advantage hereinafter referred to as the “Consultant”.

WITNESSETH:

WHEREAS the Owner has decided to proceed with the design of the following project:

NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Full street construction and utility installation of approximately 3750 lineal feet of NW 18th Street from NW Weigel Drive to NW Spruce Drive, the Consultant shall develop a standalone set of construction drawings for this project.

WHEREAS the Owner desires to employ the Consultant to provide design services in connection with the project; and

WHEREAS the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided, and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers;

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows;

I. DEFINITIONS

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given;

Owner – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

Consultant – the firm of Civil Design Advantage, Grimes, Iowa

Iowa DOT – Iowa Department of Transportation

IDNR – Iowa Department of Natural Resources

Corps – the United States Army Corps of Engineers

EPA – the Environmental Protection Agency

EDA – the Economic Development Agency

Project Manager – the principal project manager assigned to the project, and employed by and working directly under the authority of the Consultant.

Project Engineer – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

Construction Observer – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

II. GENERAL

A. The Owner has decided to proceed with the designing of NW 18th Street from NW Weigel Drive to NW Spruce Drive. This Contract covers the design of the full street and utility construction associated with the NW 18th Street from NW Weigel Drive to NW Spruce Drive project. This Contract does not include any construction related services; however, these can be added by addendum.

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner's requirements.

C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.

D. Submittal of documents: During the progress of the project design, various copies of the design plans and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, five (5) copies of each plan set or document shall be provided by the Consultant to the Owner at the submittal.

E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit A and hereby made a part of this Contract.

III.

SCOPE OF SERVICES

A. General – The Consultant shall provide Basic Design Services and Additional Design Services (if required) for the design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit A to this Contract.

B. Basic Engineering Services

Design Phase Services:

Task 1 – Geotechnical Investigation

The Consultant plans to utilize the services of a sub consultant for the soils investigation and analysis for the project design. Soils investigation shall follow the scope as outlined in Exhibit C. Soils investigation shall be accomplished for the roadway corridor as shown in Exhibit B.

Task 2 – Phase 1 Environmental Site Assessment (ESA)

The Consultant plans to utilize the services of a sub consultant for Phase 1 Environmental Site Assessment (ESA) services for the project. Phase 1 ESA services shall follow the scope of services and cover the project extents as outlined in Exhibit D. Phase 2 ESA or additional environmental review services are not a part of this Contract. If needed, an additional service request shall be submitted for Phase 2 ESA services.

Task 3 – Wetlands Services

The Consultant plans to utilize the services of a sub consultant for wetland services for the project design. Wetland services shall follow the scope and project extents as outlined in Exhibit D.

Task 4 – Existing Utility Information/Coordination

If available, as-built plans for area improvements shall be provided by the Owner to verify municipal utility locations. The Consultant plans to coordinate with existing franchise utility providers and will meet with them up to three (3) times during the design portion of the project. The topographic survey of existing municipal and franchise utilities was completed under a separate agreement between the Owner and the Consultant.

Task 5 – Right-of-Way Services

The Consultant plans to utilize the services of a sub consultant for right-of-way (ROW) services associated with the project. ROW services shall follow the scope as identified in Exhibit E. Plats and legal descriptions and/or exhibits to support the right-of-way process will be completed by the Consultant.

Task 6 – Concept Preparation

The Consultant will prepare a concept plan that incorporates information with two options for the typical section of the street for the Owner's review. The goal is to finalize a complete 2-D layout plan prior to moving into 3-D grade design for the construction drawings.

Task 7 – Construction Drawing Preparation (Preliminary Plans)

Utilizing the previously prepared field survey data and the approved concept plan, the Consultant shall prepare construction drawings for the proposed improvements. The Consultant shall prepare preliminary construction drawings for approximately 3750 lineal feet of NW 18th Street from NW Weigel Drive to NW Spruce Drive.

Preliminary plan sheet layout (and approximate sheet count) shall generally consist of the following:

- Title Sheet (1)
- Details and Typical Sections (2)
- Tabulations of Project Quantities and General Notes (2)
- Plan and Profile Sheets w/ longitudinal storm sewer (9)
- Survey Reference Information (2)
- Right-of-Way Sheets (4)
- Traffic Control/Staging Sheets (4)
- Geometric Staking and Jointing Sheets (4)
- Storm Sewer Cross-run Sheets (2)
- Plan and Profile Sheets w/ water and sanitary sewer (9)
- Striping & Permanent Signage Sheets (4)
- Grading/Erosion Control Sheets (4)
- Sidewalk Plan Sheets (3)
- Cross Sections @ 50' intervals (14)

The Consultant shall coordinate with any planned development of adjacent properties to the roadway corridor for utility services, driveways, streets, etc. Preliminary plans and cost estimate shall be prepared and submitted to the Owner to support the intended letting schedule for the project.

Task 8 – Construction Drawing Preparation (Check Plans)

Once preliminary plan comments are received from the Owner, the Consultant shall proceed with preparation of check plans.

The Consultant shall review the previously prepared geotechnical report and incorporate applicable recommendations into the plans.

The Consultant shall also work closely with the wetlands engineers to determine impacts to delineated wetlands and the course of action to either mitigate or avoid wetlands impacts.

As part of the check plan preparation, the Consultant shall prepare a Storm Water Management Plan (SWMP) to determine storm sewer sizing for the proposed improvements. The consultant shall also prepare IDNR construction permit applications for the proposed public water and public sanitary sewer improvements.

Upon completion of check plans, the Consultant shall submit the plans and cost estimate to the Owner for review.

The Consultant shall prepare an “initial” Storm Water Pollution Prevention Plan (SWPPP) for the project utilizing the Owner’s template and submit the Notice of Intent and General Permit #2 to the Iowa DNR. The Owner shall be responsible for implementation/monitoring.

The Consultant shall continue to coordinate with franchise utility providers along the corridor for utility relocations, if necessary.

Task 9 – Public Street Photometric Plan

The Consultant shall prepare a photometric plan for the new public street alignments. Photometric plan will show location of Mid-Am standard street lights with light levels shown. Upon review and approval, the Owner will submit the photometric plan to MidAmerican Energy Company so a proposal to install public street lights can be prepared for the Owner.

Task 10 – Easement/Acquisition Plat Preparation

The Consultant shall prepare acquisition plat(s) for each parcel as necessary to define the necessary right-of-way for the roadway corridor. The Consultant shall also prepare the necessary permanent and temporary easement documents associated with the sanitary sewer, storm sewer and/or water main outside of the platted right-of-way. This task does not include platting of the undeveloped property adjacent to the roadway corridor.

Task 11 – Project Information Meeting

Prior to finalizing construction plans, the Consultant shall conduct a Project Information Meeting for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project. The Owner will provide

meeting invitations to impacted residents and facilities for the meeting. The Consultant shall provide a strip map/display for use at the meeting.

Task 12 – Construction Drawing Preparation (Final Plans)

Once the Consultant receives check plan comments from the Owner, the Consultant will proceed with final plan preparation.

Final plan sheet layout shall generally consist of the following:

- Title Sheet (1)
- Details and Typical Sections (2)
- Tabulations of Project Quantities and General Notes (2)
- Plan and Profile Sheets w/ longitudinal storm sewer (9)
- Survey Reference Information (2)
- Right-of-Way Sheets (4)
- Traffic Control/Staging Sheets (4)
- Geometric Staking and Jointing Sheets (4)
- Storm Sewer Cross-run Sheets (2)
- Plan and Profile Sheets w/ water and sanitary sewer (9)
- Striping & Permanent Signage Sheets (4)
- Grading/Erosion Control Sheets (4)
- Sidewalk Plan Sheets (3)
- Cross Sections @ 50' intervals (14)

Consultant shall provide 3-D linework/breakline data in digital AutoCAD format for the contractor's use in bidding and machine control grading operations (if applicable) with the understanding that the Consultant will require the contractor to sign an electronic file transfer agreement prior to transmittal.

Task 13 – Front End Contract Documents/Project Manual Preparation

The Consultant shall prepare front end contract documents (project manual) utilizing the Owner's template for use in the bidding process. Front end contract documents shall utilize Owner provided contract, instructions, bond, supplementals and any special requirements. Technical specifications shall reference Standard Urban Design Specifications (SUDAS).

Task 14 – Estimated Construction Costs

The Consultant shall prepare a statement of the total estimated construction costs for the project based on the designs developed. Estimated construction costs shall be prepared for the preliminary, check, and final design plan turn-ins. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

Task 15 – Assessment Plat & Schedule

The Consultant shall prepare one set of Preliminary and Final Assessments Plats and Schedules for the project.

The Consultant shall develop the assessments based on the typical method utilized by the Owner (sample with accepted equations to be provided by Owner). The Preliminary Assessments Plats and Schedules will be based on the preliminary estimated costs for total improvements. The Consultant shall prepare Final Assessment Plats and Schedules utilizing the actual project unit costs and apply these costs to the project.

The Council valuations listed on both the Preliminary Assessment Schedule and Final Assessment Schedule shall be based on the established assessed values as found in the Polk County Auditor/Assessor's data based on the date of the Preliminary Assessment Schedule. The ownership of each parcel shall be verified as found in the Polk County Auditor/Assessor's data on the date each Assessment Plats and Schedules are certified by the Consultant.

The Consultant shall also participate in the public hearing process and assist the Owner in answering public questions concerning the assessments.

Task 16 – Bidding Services

The Consultant shall provide services for the public bidding of the proposed improvements. This shall include plan distribution utilizing QuestCDN, preparation of a plan holder's list, and preparation of any necessary addendums. The Consultant is aware that any plan deposits shall be fully refundable upon return of any plans distributed to contractors.

Task 17 – Bid Letting Services

The Consultant shall attend one public bid letting for the project. Once bids are open, the Consultant will confirm the as-bid prices, prepare a bid tabulation, prepare contract documents, and recommend award of contract to the Owner.

IV. TIME OF BEGINNING AND COMPLETION

Work under this Contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the final design of the NW 18th Street

Extension – NW Weigel Drive to NW Spruce Drive project by Fall 2020, bid the project in late Fall or early Winter 2020, and construct the project during the 2021 construction season.

Following is a general timeline of major tasks anticipated for the project:

Concept Plan	February 2020
Preliminary Design	February – June 2020
Right-of-Way & Easement Acquisition	June – Sept 2020
Final Design	Sept - Nov 2020
Letting	December 2020

The schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule delays outside of their control, including but not limited to access to project site, right-of-way negotiations, unanticipated site conditions, weather, etc.

V. FEES AND PAYMENTS

A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

1. Labor costs – salary and wages paid to all personnel engaged directly on the project including, but not limited to, engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists and administrative staff.
2. Labor cost burden – customary and statutory benefits including, but not limited to, social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension and retirement benefits, sick leave, vacation and holiday pay applicable hereto.
3. Reimbursable Expenses – these costs are in addition to labor cost and labor cost burden, and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and subsistence, reproduction, postage, photography and printing, computer services and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of the Consultant's subcontracts. All reimbursable expenses shall be billed as "pass-through" and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$ 319,825 (three hundred nineteen thousand eight hundred twenty-five dollars). Refer to Exhibit G for Staff hour/Fee Estimate.

B. Payments

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered on Owner's form.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due thirty (30) days from date of invoice.

VI. INSURANCE

The Consultant shall maintain insurance to protect the Consultant from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. The minimum amounts and extent of such insurance is as follows:

- | | | |
|----|------------------------|------------------------------|
| 1. | Professional Liability | \$ 2,000,000 |
| 2. | Vehicle Coverage | \$ 1,000,000 liability |
| | | \$ 5,000 medical |
| | | \$ 1,000,000 uninsured |
| | Property Damage | \$ 1,000,000 each accident |
| 3. | Workmen's Compensation | \$ 100,000 each accident |
| 4. | General Liability | \$ 1,000,000 each occurrence |
| | | \$ 2,000,000 aggregate |

VII. MISCELLANEOUS PROVISIONS

A. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub consultants) pursuant to this Contract shall be the property of the Owner. Such documents are intended as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the Owner machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal size sheets, the copies shall be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal size sheets, a photographically reproduced print shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x 17". The Consultant shall also provide CAD file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs (curb stops).
2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
3. All right-of-way lines, property lines, existing easement lines, and proposed easement lines per original scope of boundary and topographic survey.
4. Streetlight poles, traffic signal poles, controller cabinets, handholes, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has

been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant shall notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.
2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by

thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance With Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she 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 any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

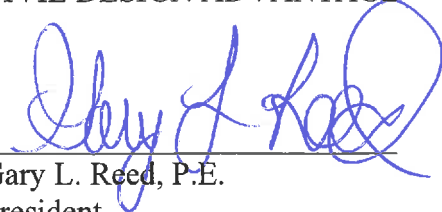
This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA

Mayor

CONSULTANT
CIVIL DESIGN ADVANTAGE



Gary L. Reed, P.E.
President

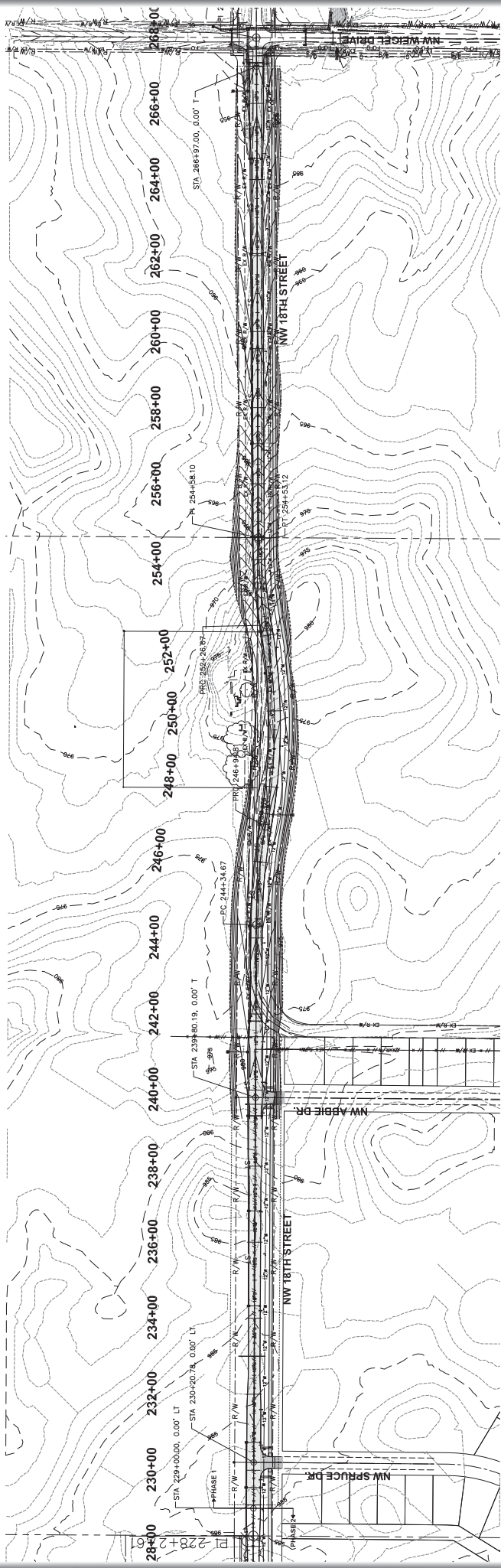
ATTEST:

**Standard Fee Schedule
2019-2020
Civil Design Advantage, LLC**

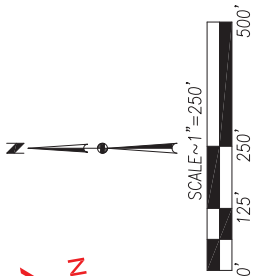
<u>Classification</u>	<u>Billing Rate</u>	<u>Unit</u>
Principal / Senior Engineer	\$180 /	hour
Principal / Senior Land Surveyor	\$180 /	hour
Senior Engineer	\$169 /	hour
Engineer 8	\$154 /	hour
Engineer 7	\$145 /	hour
Engineer 6	\$135 /	hour
Engineer 5	\$125 /	hour
Engineer 4	\$112 /	hour
Engineer 3	\$102 /	hour
Engineer 2	\$92 /	hour
Engineer 1	\$82 /	hour
Senior Technician	\$132 /	hour
Technician 8	\$120 /	hour
Technician 7	\$112 /	hour
Technician 6	\$104 /	hour
Technician 5	\$95 /	hour
Technician 4	\$85 /	hour
Technician 3	\$74 /	hour
Technician 2	\$63 /	hour
Technician 1	\$52 /	hour
Project Manager 8	\$154 /	hour
Project Manager 7	\$140 /	hour
Project Manager 6	\$134 /	hour
Project Manager 5	\$128 /	hour
Project Manager 4	\$120 /	hour
Administrative 3	\$80 /	hour
Administrative 2	\$60 /	hour
Administrative 1	\$45 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.50 /	sheet
Plots (Color)	\$30 /	sheet
Mylar Plots	\$15 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page

CONCEPT DRAWING FOR:

NW 18TH STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE DRIVE



PRELIMINARY
NOT FOR CONSTRUCTION
JAN 13, 2020





STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: NW 18th Street Extension NW Weigel Dr. to NW Spruce Dr. **PN:** 191554
PROJECT ADDRESS: NW 18th Street from NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CLIENT: Civil Design Advantage - Attn: Josh Trygstad, P.E.
ADDRESS: 3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

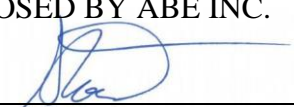
SCOPE: Geotechnical Exploration - Mobilization with truck mounted and all-terrain mounted drilling equipment, utility locations (Iowa One Call), drill and sample eight (8) test borings 20 to 25 feet deep, laboratory testing (including moisture contents, dry densities, unconfined compressive strengths, and Atterberg limits, grain size analysis, and standard Proctors for soil classification per SUDAS per soil type – two (2) soil types for classification included), engineering analysis (including pavement and subbase thickness analysis), and written report.

COMPENSATION TERMS: Total cost for above scope of services will be \$7,850.00. If borings need to be deepened, then \$25 per lineal foot will be added to the above cost. Consultation subsequent to completion of report at current engineering rates. We assume that CDA will stake the boring locations, based on information provided by ABE, at the site prior to utility locations and drilling, the costs of which are not included in the above fee.

REMARKS: Field exploration could be scheduled to be conducted within one to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

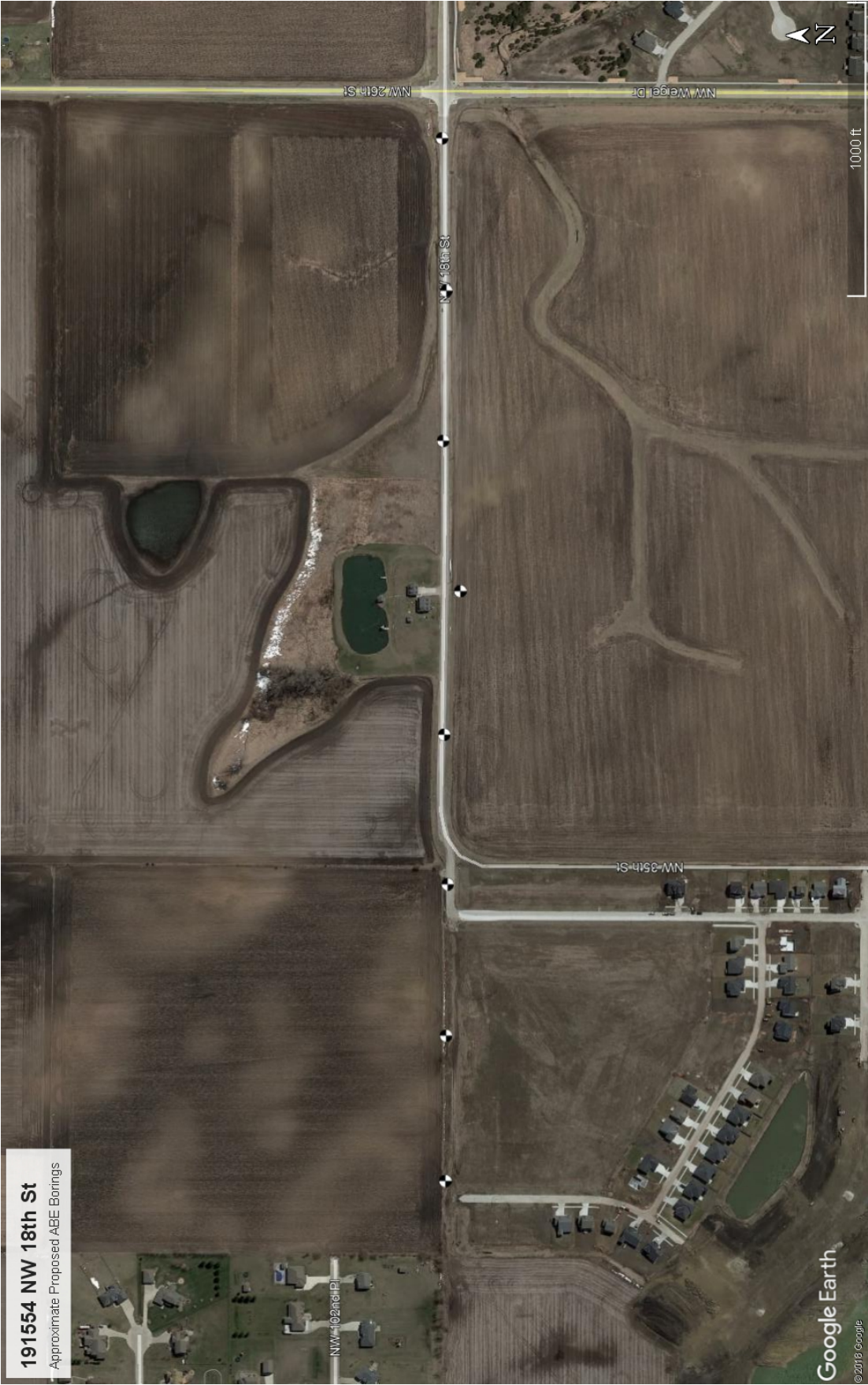
By: 
Stacy G. Brocka, P.E.
Title: Senior Project Engineer
Date: December 27, 2019

ACCEPTED FOR CLIENT

By: _____
Printed Name
Title: _____
Date: _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

Email – Above





Professional Services Agreement

Project:	NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive		
Property:	NW 18th St. between NW Weigel Dr. and NW Spruce Dr.	Date:	1/20/2020

Client:	Civil Design Advantage		
Contact:	Josh Trygstad		
Address:	3405 SE Crossroads Drive, Suite G		
City/State/Zip:	Grimes, IA, 50111		
Phone:	515-369-4400		
Email:	josht@cda-eng.com		

AGREEMENT made this 20th day of January, 2020, by and between the service provider, Impact7G, Inc. ("Impact7G") and Civil Design Advantage LLC ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to:

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to complete a Phase 1 Environmental Site Assessment, wetland delineation and provide associated wetland permitting services for the construction corridor for the above project.

2. **Scope of Services**

Phase I ESA

Impact7G uses standard methods to research the environmental condition of properties, coupled with professional judgment on research needs to meet the guidelines outlined in the American Society for Testing and Materials (ASTM) E1527-13, *Standard Practice for Environmental Site Assessments* coupled with EPA's *Rule: Standards and Practices for All Appropriate Inquiries* (AAI). The initial part of the Phase I ESA will be a document review of each property to determine the site history. Documents reviewed will include previous ESAs, DNR records, land use and zoning information, aerial photographs, Sanborn maps, city directory, plat maps, index of deeds data, and abstracts of title, if available. Reports will also be ordered from a federal and state database "records review" information provider. These reports will provide an up-to-date regulatory status of the site and map risk sites within the ASTM search distance parameters.

Where available, interviews will be conducted with the Fire Marshall, City and/or County health department officials, and property owners to compile information regarding past and current environmental conditions. A visit will be made to the subject property to investigate any or all of the following, as required:

- Location of any known aboveground or underground fuel or bulk chemical storage tanks.
- On-site waste disposal practices.
- Evidence of unreported or unpermitted activities that are presently covered under local, state, or federal regulations.
- Location and description of existing structures.
- Photographs of selected areas.
- Use and management of hazardous and petroleum material.
- On-site presence of PCB-containing equipment.
- Location of buried septic systems, cesspool, evaporation pond, or other waste treatment units.
- Location of existing monitoring wells, drinking water wells, stock wells, and irrigation wells.
- Evidence of vegetative distress, soil discoloration, surface subsidence, or other environmental damage, if seasonal conditions permit such observations.
- Conduct an inspection of surrounding area.

Identify possible sampling/analytical needs for Phase II assessment.

Wetland Delineation

Impact7G will identify existing wetlands and streams throughout the project area, documenting their vegetation communities, hydrology and soils using the routine onsite determination method defined in the U.S. Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (USACE, 2010). All wetland areas and types will be documented to GIS with map, shapefile, and location information provided in digital formats. If field access allows, we will use a small ATV to navigate the site. The wetland investigation will include:

- Wetland Field Delineation:
 - Determine if the project will impact any of the following:
 - Hydric soils
 - Hydrophytic vegetation
 - Areas with wetland hydrology
 - Wetlands
 - Other Waters of the U.S. and/or the State (Streams, tributaries, ponds, other)
 - Survey wetland boundaries with a handheld GPS unit providing sub-meter accuracy.
 - Add survey information to GIS base map.
- Rapid Stream Assessment
 - Any stream or tributary waterways with potential for regulatory jurisdiction will be documented, including:
 - Stream type
 - Priority waters
 - Existing functional conditions

- Stream classification indicators such as the Ordinary High Water Mark
- Wetland Delineation Report: The report shall include:
 - A narrative of work done and wetland areas/other waters found.
 - General and detailed maps showing the boundaries of the wetlands in relation to the proposed project.
 - Delineation data sheets.
 - GIS shapefile and/or georeferenced AutoCAD 2018 file of wetland areas and other waters.
 - Report content and format appropriate for regulatory submission and permitting related to Section 404, U.S. Clean Water Act and Section 401, Iowa Water Quality Certification.

Regulatory Coordination & Permitting

- Impact7G will provide regulatory consultation regarding permitting impacts to potentially regulated waters of the U.S., if found to be present. Consultation will assist the client in identifying opportunities to avoid and minimize wetland impacts/permitting needs, while maximizing development objectives, and applying for applicable permits. This may involve preparation and submittal of 1) request for an Approved Jurisdictional Determination (if warranted) and 2) a Joint Application to Iowa DNR and U.S. Army Corps of Engineers for wetland mitigation including a wetland mitigation plan that utilized wetland mitigation bank credits to offset proposed wetland impacts.

Assumptions:

- 1) Waters of the U.S. have not been previously impacted as part of the proposed project and the Client is not currently in violation of the Clean Water Act.
- 2) Wetland and T&E Field work is typically completed during the growing season from May 1 – October 1. If work must be completed outside of the growing season, findings may be considered preliminary until an additional site visit (beyond contract scope) can be completed during the growing season for verification of dominant vegetation, per USACE requirements. Additional cost may apply.
- 3) Weather and field conditions will be adequate and appropriate for the completion of the plant and soil survey portion of the wetland delineation.
- 4) Project areas currently in use for agricultural row-crop production cannot be more than 3 feet in height at the time of delineation to be considered appropriate field conditions. The presence of row crops, or any other crops, greater than 3 feet in height may necessitate excessive field times beyond contract scope. Additional cost may apply.
- 5) Within the project area, the ground will be able to be penetrated by a standard shovel and/or 1-inch soil probe. Frost must be less than 1 inch thick and snow cover will be less than 3 inches.

Exclusions:

- 1) To minimize cost, no planning, kick-off, or other in-person meetings are budgeted for in this proposal.
- 2) Permittee Responsible Wetland Mitigation Plan or any other wetland mitigation planning not specifically included above (see Regulatory Coordination & Permitting section): Mitigation is often required under Section 404 for stream impacts and wetland impacts greater than 1/10th of an acre. The extent of the mitigation required depends upon the type and the amount of wetland proposed to be impacted.
- 3) Development of permittee-responsible (onsite) wetland mitigation options.

- 4) Preparation or submission of the Iowa Joint Application or applications for State or Federal Permits, unless specified above.
- 5) A biological assessment. (BA)
- 6) A conservation/mitigation plan.
- 7) Additional Staking and/or Surveying.

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work;
- (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and
- (iii) Provide copies of any previously-completed reports that may be pertinent to this Project.

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Impact7G anticipates being able to fully complete the project within approximately six weeks of receiving the PSA.

Objectives & Deliverables	Completion Period
Wetland Field Investigations	3 weeks
Phase 1 ESA	4 weeks
Wetland mapping/digital files provided	4 weeks
Wetland Report	4-6 weeks
Joint Application	tbd

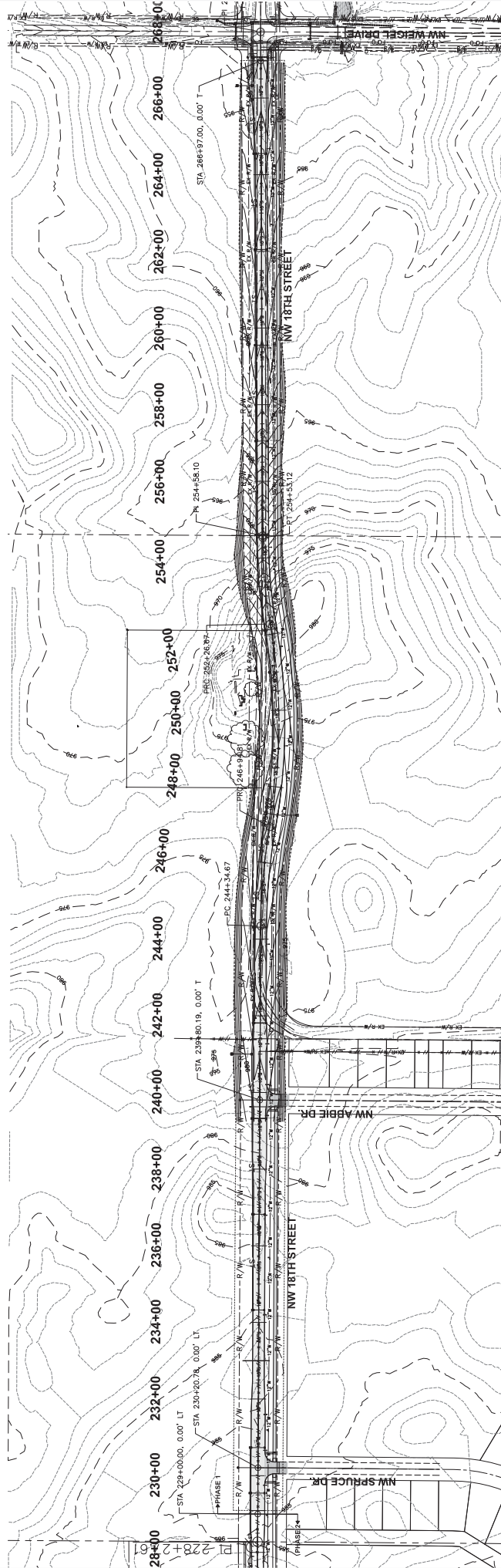
6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the Lump Sum cost for completed services for selected task(s) listed below in performance of this Agreement.

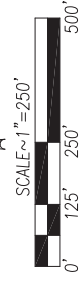
Tasks	Cost
Phase 1 ESA	\$2,800.00
Wetland Investigation	\$3,700.00
Regulatory Coordination & Permitting	\$1,000.00
TOTAL	\$7,500.00

CONCEPT DRAWING FOR:

NW 18TH STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE DRIVE



PRELIMINARY
NOT FOR CONSTRUCTION
JAN 13, 2020



JCG Land Services, Inc. – ROW Scope of Services

RIGHT OF WAY and EASEMENT ACQUISITION:

On behalf of the CLIENT, JCG will perform the following tasks; or, when necessary, will obtain those professional services from local, qualified resources and pass those direct costs through to the CLIENT based on actual bills and/or receipts for service with JCG's invoice(s):

- **Record of Property Ownership and Liens Certificates.** Based on the final design of the facility or public improvement project, JCG will identify those parcels that are expected to be acquired in fee or encumbered by an easement to identify current ownership. For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. *The costs for procuring the Recertified Record of Ownership and Liens for each parcel will be a pass-through, reimbursable expense as noted on JCG's project Invoices.*
- **Acquisition Plats and Legal Descriptions / Project Plans.** To be provided by CLIENT.
- **Compensation Valuation.** JCG will prepare offers of compensation based upon current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right of way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of just compensation payments. If the proposed acquisition for any parcel is complicated and/or estimated to exceed \$25,000.00, JCG will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products for the CLIENT. If requested, JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The CLIENT shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. *The costs for procuring appraisal and review appraisal reports for each parcel will be a pass-through, reimbursable expense as noted on JCG's project Invoices.*
- **Acquisition Process.** Forms of transfer documents and purchase agreements will be submitted to the CLIENT for approval and acceptance.

JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owners, tenants and/or their legal representative to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. Nonresident landowners shall be contacted by mail, return receipt requested if necessary. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the CLIENT.

Negotiations shall be considered complete upon occurrence of one of the following:

- both the owner and tenant accept the offer or an administrative settlement, or
- either the owner or tenant fails or refuses to sign the offer or administrative settlement, or
- in the judgment of the CLIENT, negotiations have reached an impasse.

EXHIBIT 'E'

For every parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, JCG shall deliver as much of the file to the CLIENT as is necessary for the CLIENT's Attorney, or other attorney, to begin preparation for the condemnation of the parcel.

- **Closing Process.** Upon completion of the acquisition of right of way, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to the CLIENT for payment processing and the closing process. The completed file will contain originals of all executed conveyance documents, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.
- **Relocation Assistance** As necessary, **(UNDER A SEPARATE TIME AND MATERIALS ADDENDUM TO THIS AGREEMENT)** JCG will provide relocation assistance and advisory services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The relocation agent will meet with the CLIENT to review the program and discuss the scope of work before beginning any activities relating to relocation assistance. The JCG relocation assistance specialist will follow the general procedures, provide services, create and maintain records, and submit reports and status reports as required by State and Federal procedures. The tasks involved with relocation activities include initial interviews with displacees, preparation of studies, presentation of offers, inspecting replacement properties, attending closings, monitoring moves, processing and reviewing claims, and providing advisory assistance.
- **Condemnation Support.** In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for the CLIENT and/or the ACQUIRING AUTHORITY's attorney, or other attorney, to file the Application for Condemnation. If requested, **(UNDER A SEPARATE TIME AND MATERIALS ADDENDUM TO THIS AGREEMENT)** attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in the Scope of Services for this Agreement, JCG will also provide additional support and administrative services as requested by the CLIENT's attorney in support of the condemnation process on a case by case basis.
- **Project Management.** Throughout the project, JCG will provide a project manager with significant public works project experience to oversee the process and progress of the acquisition team, meet with the CLIENT and/or its contractors as necessary, and submit periodic status reports to CLIENT's personnel that will calculate the level of completion of each respective task in the process.

Services not furnished by JCG are not covered by the terms of this Agreement. The CLIENT shall be solely responsible for performance of work not covered by this Agreement.

EXHIBIT 'E'

JCG Land Services R.O.W. Cost Estimate Breakdown

Civil Design Advantage, LLC

City of Ankeny, NW 18th Street Extension - NW Weigel Drive TO NW Spruce Drive

1/20/2020

Estimate includes ROW and/or Easement acquisitions from Eight Landowners

Description of Work	ROW Agent (hours)	Project Manager (hours)	GIS / GPS Mapping	JCG Expenses**	By Others	total # parcels
					Appraisals & ROL's	8
Record of Ownership and Liens - Six Title Certificates					\$2,250.00	0.0 hrs.
Compensation Valuation						
(6) Compensation Estimates by JCG	12.0					12.0 hrs.
(2) Appraisals and Review Appraisals						
Acquisition Process	184.0	32.0			\$6,200.00	184.0 hrs.
Proj. Management, client meetings, and parcel tracking/status reporting						32.0 hrs.
Subtotal (hours)	196.0	32.0				228.0 hrs.
Rate/hr.	\$90.00	\$100.00				
JCG Expenses (mileage, copies, recording, postage, misc.)				\$545.00		\$545.00
JCG Fees	\$17,640.00	\$3,200.00				\$20,840.00
Subtotal JCG Acquisition Services Estimate						\$21,385.00
Reimbursable Expenses (BY OTHERS)					\$8,450.00	\$8,450.00
Total: Right of Way Acquisition Cost Estimate						\$29,835.00

Exhibit 'F'

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Phase 2 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than previously completed
- Wetland Mitigation Services
- Revisions/Monitoring of the Storm Water Pollution Prevention Plan (SWPPP)
- Subdivision Platting
- Separate Site Plan Preparation (impacts to adjacent sites are included in basic services and will be shown in roadway construction drawings)
- Traffic Studies
- Submittal/Permitting Fees
- Structural Engineering
- Technical Specification Preparation beyond traffic signal special provisions (Refer to SUDAS)
- Franchise Utility Design
- Color Renderings
- Easement Document Preparation (outside of ROW, unless specified)
- Relocation Assistance
- Construction Services
- Construction Staking
- Construction Administration
- Construction Observation
- Extra Service items identified within sub-consultant agreements, unless otherwise indicated

Exhibit 'G'

Estimate of Hours by Task/Employee Classification

	Principal/ Proj. Mngr.	Land Surveyor	Project Engineer	Design Technician	CADD Operator	Construction Observer	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Task 1 - Geotechnical Investigation	2		4				2		\$7,850	\$9,060
Task 2 - Phase 1 Environmental Site Assessment (ESA)	2		4				2		\$2,800	\$4,010
Task 3 - Wetland Services	2		4				2		\$4,700	\$5,910
Task 4 - Existing Utility Information/Coordination	8		20				4			\$4,640
Task 5 - Right-of-way Services	4		8						\$29,835	\$31,555
Task 6 - Concept Preparation	8		16	16						\$5,360
Task 7 - Construction Drawing Preparation (Preliminary Design)	100		140	180	40			8		\$61,380
Task 8 - Construction Drawing Preparation (Check Plans)	100		200	240	80			12		\$80,120
Task 9 - Public Street Photometric Plan	2		8	12						\$2,800
Task 10 - Easement/Acquisition Plat Documents*		30		80			6			\$16,050
Task 11 - Project Information Meeting	4		4	4				2		\$1,820
Task 12 - Construction Drawing Preparation (Final Plans)	100		140	160	40			8		\$58,980
Task 13 - Front End Contract Documents/Project Manual Prep.	20		20					8		\$6,580
Task 14 - Estimated Construction Costs	16		30					4		\$6,870
Task 15 -Assessment Plat & Schedule	20	16	40	40	20			4		\$18,420
Task 16 - Bidding Services**	4		4					16	\$750	\$2,930
Task 17 - Bid Letting Services	4		4					2		\$1,340
								Subtotal		\$317,825
								Estimated Expenses		\$2,000
								Total		\$319,825

* We have assumed 5 acquisition plats and 20 perm./temp easement plats shall be required

** Assume 50 downloads at \$15 each

*** No construction phase services are included with this fee estimate