

Project No.: 2022000919-000  
 Project Name: SW State Street Reconstruction – Southbound Lanes  
 Project Manager: Scott Port, PE

## Agreement for Engineering Services

This Agreement, is made on the 18th day of July, 2022 , by and between *McClure Engineering Company, of Clive, Iowa*, (herein referred to as "ENGINEER") and the *City of Ankeny, Iowa* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

### SW State Street Reconstruction - Southbound Lanes

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the ENGINEER.
2. Payment to the ENGINEER shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete, and a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30<sup>th</sup> day. If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON EXHIBIT 'A' OF THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The ENGINEER will adjust the schedule and compensation under this Agreement to the extent that ENGINEER's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, state or local governmental unit.

7. The amount of the ENGINEER's compensation is outlined in Exhibit 'C'. The contract type is **Time and Expense Not To Exceed (NTE)**.

	Included	Not Included
Exhibit 'A'    Engineer's Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'    Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'    Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'    Design Criteria	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'    Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'    Duties and Responsibilities of Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G'    Project Exhibit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'H'    Construction Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'    City of Ankeny Insurance Requirements for Professional Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: City of Ankeny

ENGINEER: McClure Engineering Company

By: \_\_\_\_\_

By:  \_\_\_\_\_

\_\_\_\_\_  
 Mark E. Holm  
 (Print Name)

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

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

Title: \_\_\_\_\_ Team Leader

## Exhibit 'A'

### McCLURE ENGINEERING COMPANY ENGINEER'S TERMS AND CONDITIONS (Effective 1/1/2022 through 12/31/2022)

- 1.0 **ACCESS TO SITE:** The **Engineer** shall at all times have access to the Project site.
- 2.0 **INFORMATION PROVIDED BY OTHERS:** The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance, or financing, therefore, the **Owner** shall furnish all legal, accounting, and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.
- 3.0 **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Engineer** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Engineer**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Engineer** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Engineer** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Engineer**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Engineer**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Engineer**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Engineer** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Engineer**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Engineer**.
- 4.0 **UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs, and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 **SUBSURFACE CONDITIONS:** The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 **HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous, or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment, and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 **OPINIONS OF PROBABLE COST:** **Engineer's** opinions (if any) of probable construction costs are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 **PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Engineer** is retained to help apply and/or secure funding from internal or external funding agencies, the **Engineer** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Engineer** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Engineer** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Engineer** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 **ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Engineer** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Engineer** Agreement was signed. The **Owner** recognizes the **Engineer** shall be entitled to additional compensation to coordinate such changes, and schedules shall be adjusted accordingly. The **Engineer** may prepare drawings, specifications, and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the Project.
- 10.0 **BETTERMENT:** If the **Engineer** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Engineer's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory Project, the **Engineer** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original Contract Documents.
- 10.1 In no event shall the **Engineer** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

- 11.0 SHOP DRAWING REVIEW:** If, as part of this Agreement, **Engineer** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. **Engineer** shall not be responsible for any deviations from the Contract Documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- 12.0 CONSTRUCTION OBSERVATION:** If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subcontractor's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Engineer** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subcontractor's work.
- 12.1** **Engineer** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
- 12.2** **Engineer** shall not be responsible for the acts or omissions of any contractor.
- 12.3** **Engineer** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the Contract Documents.
- 12.4** **Engineer** shall not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Contract Documents, other than those made by the **Engineer** or its consultants.
- 12.5** Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous Project review and observation services.
- 13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If **Engineer** is not retained for construction observation and/or on-site resident observation services, **Engineer** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of Contract Documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the Contract Documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, surveying, or professional services.
- 14.0 MEDIA REPRESENTATIONS:** The **Engineer** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Engineer** shall be given reasonable access to the completed Project to make such representations. However, the **Engineer's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Engineer** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.
- 15.0 TERMINATION:** This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven (7) days' written notice to the **Engineer** in the event the Project is permanently abandoned.
- 15.1** Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven (7) days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven (7) days of the date of the notice, the suspension shall take effect without further notice.
- 15.2** In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.
- 16.0 DISPUTE RESOLUTION:** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.
- 17.0 LIMITATION OF LIABILITY:** ~~The **Engineer's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.~~
- 18.0 STANDARD OF CARE:** In providing services under this Agreement, the **Engineer** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 19.0 PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.
- 20.0 LIEN RIGHTS:** **Engineer** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this Agreement at the sole judgment of the **Engineer**.
- 21.0 WAIVERS:** The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents' and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants, and agents.
- 22.0 ASSIGNMENT:** The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.
- 23.0 GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.
- 24.0 COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

EXHIBIT 'B'  
 McCLURE ENGINEERING COMPANY  
 HOURLY RATE SCHEDULE  
 (Effective through December 31, 2022\*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal .....	\$270 - \$295
Project Manager .....	\$185 - \$230
Senior Professional .....	\$185 - \$285
Professional .....	\$155 - \$185
Junior Professional .....	\$125 - \$155
Senior Technician .....	\$135 - \$175
Technician .....	\$115 - \$135
Landscape Architect .....	\$120 - \$155
On-Site Representative .....	\$115 - \$155
Client/Project Liaison .....	\$135 - \$185
Administrative .....	\$65 - \$85
3 Member Survey Crew .....	\$270
2 Member Survey Crew .....	\$200
1 Member Survey Crew .....	\$135

EQUIPMENT

3D Scanner per Scan .....	\$30.00
UAV per Flight .....	\$125.00
Sonar Boat .....	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage .....	\$0.70/Mile
Automobile Mileage (at current IRS rate) .....	Current IRS Rate
Printing .....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.) .....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.) .....	Per Contract

\*Rates are subject to change based on billing rates for future years



**Exhibit 'C'**  
**Detailed Scope of Work**  
**SW State Street Reconstruction – Southbound Lanes**

**I) PROJECT DESCRIPTION**

- A) The PROJECT includes the reconstruction of the southbound lanes of SW State Street from just north of SW Ordnance Road to just south of W First Street. The PROJECT includes construction of new PCC pavement, reconstruction or adjustment of three (3) storm sewer structures, preparation of subgrade, construction of modified subbase, installation of longitudinal subdrain, and application of new permanent pavement markings. Additionally, the PROJECT will include the removal and reconstruction of a portion of the raised median and pavement at the south leg of SW State Street and SW Ordnance Road, including the removal of the traffic handhole in the south raised median. A doweled median will replace the painted median at the north leg of SW State Street and SW Ordnance Road. The southbound lanes of SW State Street will include PCC pavement and subbase thicknesses that will match the northbound lanes that were recently reconstructed in 2020. The PROJECT limits are shown in Exhibit 'G'.
- B) The PROJECT includes the reconstruction of one (1) apartment complex driveway at 210 SW State Street.
- C) Staging and temporary traffic control will be implemented so that northbound and southbound traffic on SW State Street is maintained at all times. Access to adjacent businesses and residents will be maintained at all times. A temporary access from SW 3<sup>rd</sup> Street will be constructed to the 210 SW State Street apartment complex.
- D) Sidewalks are not anticipated on this PROJECT.
- E) Storm sewer relocation or replacement is not anticipated on this PROJECT.
- F) Water main relocation or replacement is not anticipated on this PROJECT.
- G) Sanitary sewer relocation or replacement is not anticipated on this PROJECT.
- H) Retaining walls are not anticipated on this PROJECT.
- I) Traffic signal revisions or replacement is not anticipated on this PROJECT, except for the removal of the handhole and sleeving the existing fiber in the raised median at the south leg of SW State Street and SW Ordnance Road.
- J) Street lighting is not anticipated on this PROJECT.
- K) Right-of-way, permanent easements, and/or temporary easements are not anticipated on this PROJECT. One Right of Entry Agreement, by OWNER, for the temporary access to the apartment complex is anticipated.
- L) The PROJECT will be let by means of a local letting, and the 2022 edition of the Iowa Statewide Urban Design and Specifications (SUDAS) and the City of Ankeny Supplemental Specifications will be applicable to the design.

**II) BASIC SERVICES**

- A) Phase 100 – Preliminary Planning and Reports
  - 1) Not Included.
- B) Phase 200 – Existing Conditions
  - 1) Not Included.
- C) Phase 300 – Funding
  - 1) Not Included.

D) Phase 400 – Preliminary Design

1) Task 401 – Preliminary Design and Plans

- (a) The ENGINEER will perform preliminary design services with the primary focus on geometric plans and profiles, pavement reconstruction, existing and proposed utility improvements, construction staging, and detour route(s). This task includes the preparation of preliminary design plans depicting the proposed grading, drainage, paving, signing, utility improvements, and other features of the PROJECT.
- (b) Preliminary Roadway Geometrics
  - (i) The ENGINEER will develop preliminary roadway geometrics incorporating existing features, extents of paving, and WB-67 turning movements at the intersection of SW State Street and SW Ordnance Road.
- (c) Preliminary Typical Sections
  - (i) Typical sections for the PROJECT will be evaluated to determine the appropriate width and longitudinal jointing layout of the roadway. The typical section utilized for the recent reconstruction of the northbound lanes will be considered. Sidewalk width and location, utility locations, right-of-way width, and clear zone will remain the same as existing conditions. No more than two (2) typical section alternatives will be evaluated with the OWNER.
- (d) Preliminary Horizontal Alignment and Vertical Profiles
  - (i) Utilizing the preliminary geometric layout, the ENGINEER will develop the horizontal alignment and vertical profiles for SW State Street. The existing alignments and profiles will be used as a starting point to design alignments and profiles for the proposed reconstruction. The ENGINEER will evaluate the potential for vertical profile adjustments as necessary to tie into the surrounding existing grades.
  - (ii) The ENGINEER will develop (1) apartment complex driveway and one (1) temporary access driveway for the apartment complex. A profile will not be required for the temporary access driveway.
- (e) Roadway Modeling and Cross Sections
  - (i) The ENGINEER will integrate refined alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
  - (ii) All cross sections will be at 25-foot intervals and entrance centerlines.
- (f) Preliminary Storm Sewer Design
  - (i) The ENGINEER will not perform storm sewer nor drainage design.
  - (ii) Existing intake locations will be utilized. Two (2) intakes will be field reviewed for existing conditions, and if in deteriorated condition, will be replaced; however, if the intakes structures are in good condition, they will only be adjusted to grade. One (1) additional intake is expected to be replaced from a single intake to a double intake due to spread condition requirements. The OWNER will assess the conditions of the existing intakes and inform the ENGINEER of necessary improvements to the intakes.
- (g) Preliminary Construction Staging and Traffic Control
  - (i) The ENGINEER will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the commercial and apartment complex driveways between W First Street and SW 3<sup>rd</sup> Street.
  - (ii) The ENGINEER will develop detour routes and signing for each stage of construction. This will include detours for traffic utilizing SW 3<sup>rd</sup> Street and/or SW State Street.
- (h) Preliminary Acquisition Requirements Identified
  - (i) Not anticipated.

- (i) Preliminary Traffic Signal Design
    - (i) The ENGINEER will develop plans for the removal of the existing handhole in the south leg raised median at the intersection of SW State Street and SW Ordinance Road. It is expected that the existing fiber will be sleeved with no other fiber or conduit design needed.
    - (ii) Timing adjustments as needed during construction will be implemented by the OWNER.
  - (j) Preliminary Plans: The ENGINEER will design and prepare 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description), and Exhibit 'G' of the Agreement. The 60% plans will include the following:
    - (i) A-Sheets (Title Sheet)
    - (ii) B-Sheets (Typical roadway sections and special details)
    - (iii) C-Sheets (General notes and bid items – names only, no quantities)
    - (iv) D-Sheets (SW State Street plan and profile with intake replacement and/or adjustment information)
    - (v) G-Sheets (Survey control and alignments)
    - (vi) J-Sheets (Staging layout and traffic control)
    - (vii) K-Sheets (Pavement marking and permanent traffic sign layout)
    - (viii) N-Sheets (Removal of handhole and details)
    - (ix) W-Sheets (Preliminary cross sections for SW State Street at 25-ft intervals)
  - (k) Order of Magnitude Opinion of Probable Construction Costs
    - (i) The ENGINEER will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 10% construction contingency for the PROJECT.
  - (l) Furnish 60% Documents
    - (i) The ENGINEER will submit and distribute a preliminary plan set to the OWNER for review and comment.
  - (m) Quality Control
    - (i) The ENGINEER will provide quality control for technical accuracy and general constructability prior to the preliminary PROJECT submittal.
    - (ii) This task includes time for the ENGINEER to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
  - (n) Deliverables
    - (i) Preliminary Plans in accordance with SUDAS prepared on 11" x 17" sheets including:
      - (a) Electronic plan files in PDF format
      - (b) Three (3) printed plan sets
    - (ii) Preliminary Plan Opinion of Probable Construction Cost
- E) Phase 500 – Final Design
- 1) Task 501 – Final Design and Plans
    - (a) Based upon approved preliminary design, design development meeting, and project information meeting, the ENGINEER shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
    - (b) Final Roadway and Intersection Design
      - (i) Refine the roadway design developed during the preliminary design phase. Complete the design for the typical cross sections, horizontal alignments, vertical profiles, roadway cross sections, and geometric and jointing construction layout for SW State Street southbound lanes.
      - (ii) Determine final pavement elevations and jointing details at SW 3<sup>rd</sup> Street and SW Ordinance Road intersections.

- (c) Final Erosion Control and Seeding
  - (i) Finalize locations and types of temporary and permanent erosion control measures to be used on the project and coordinate the design with the final drainage and paving designs. Indicate areas to be seeded.
- (d) Final Construction Staging and Traffic Control
  - (i) Refine the construction staging, maintenance of access plans, and traffic control plan developed during preliminary design. The final plans will include provisions for managing access to affected properties during construction. This task also includes designing the temporary traffic control devices, signing, and pavement markings in accordance with OWNER standards and FHWA Manual on Uniform Traffic Control Devices (MUTCD).
- (e) Final Pavement Markings and Signing
  - (i) Design the permanent pavement markings and permanent traffic signing.
- (f) Final Cross Sections
  - (i) Finalize roadway cross sections for SW State Street southbound lanes and determine final earthwork quantities from the cross sections and complete template adjustments. This task includes final roadway modeling and developing the final proposed surface. Determining earthwork quantities for staged construction is not included in this Scope of Services.
- (g) Final Bid Items and Quantities
  - (i) Determine final bid items using the standard bid items provided by SUDAS. Prepare and verify quantity calculations for bid items. Prepare estimate reference information and tabulations based on SUDAS specifications and OWNER Supplemental Specifications.
- (h) Final Plans: The ENGINEER will design and prepare Check (95%) Plan drawings for review and comment for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description), and Exhibit 'G' of the Agreement. The ENGINEER will address one (1) round of OWNER comments and prepare Final plans for bid letting. Both the Check (95%) plans and final plans will include the following:
  - (i) A-Sheets (Title Sheet)
  - (ii) B-Sheets (Typical roadway sections and special details)
  - (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)
  - (iv) D-Sheets (SW State Street plan and profile)
  - (v) F-Sheets (Removals)
  - (vi) G-Sheets (Survey control and alignments)
  - (vii) J-Sheets (Staging layout and traffic control)
  - (viii) K-Sheets (Pavement marking and permanent traffic sign layout)
  - (ix) L-Sheets (Intersection jointing and geometric details)
  - (x) N-Sheets (Removal of handhole and details)
  - (xi) R-Sheets (Erosion control and storm water pollution prevention plan)
  - (xii) U-Sheets (Special details)
  - (xiii) W-Sheets (Final cross sections for SW State Street at 25-ft intervals)
- (i) Project Manual
  - (i) ENGINEER shall prepare project manual documents that will include OWNER front end documents modified to support the PROJECT. The SUDAS Standard Specifications and City of Ankeny Supplemental Specifications shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
- (j) Order of Magnitude Opinion of Probable Construction Costs
  - (i) The ENGINEER will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 0% construction contingency for the PROJECT.

- (k) Furnish 95% Documents
    - (i) The ENGINEER will submit and distribute a Check Plan set to the OWNER for review and comment.
  - (l) Quality Control
    - (i) The ENGINEER will provide quality control for technical accuracy and general constructability prior to the check PROJECT submittal.
    - (ii) This task includes time for the ENGINEER to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
  - (m) Project Permitting
    - (i) NPDES Storm Water Permit
      - (a) The ENGINEER will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.
      - (b) The ENGINEER is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the 'initial' SWPPP for the site.
  - (n) Final Plans
    - (i) Furnish Final Plans and Project Manual
      - (a) The ENGINEER shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.
    - (ii) Order of Magnitude Opinion of Probable Construction Costs
      - (a) The ENGINEER will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the PROJECT. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The ENGINEER has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
  - (o) Temporary Access Exhibit
    - (i) The ENGINEER will provide one (1) exhibit showing the temporary access road from SW 3<sup>rd</sup> Street to the parking lot for the apartment complex at 210 SW State Street. The OWNER will utilize the exhibit for the Right of Entry Agreement.
  - (p) Deliverables
    - (i) Check Plans in accordance with SUDAS prepared on 11" x 17" sheets including:
      - (a) Electronic plan files in PDF format
      - (b) Three (3) printed plan sets
    - (ii) Final Plans in accordance with SUDAS prepared on 11" x 17" sheets including:
      - (a) Electronic plan files in PDF format
      - (b) Five (5) printed plan sets
    - (iii) Check and Final Plan Opinion of Probable Construction Cost
    - (iv) Check and Final Project Manual
    - (v) Exhibit (8.5" x 11") for one (1) parcel for the Right of Entry Agreement
- F) Phase 600 – Construction Administration
- 1) Task 601 – Construction Administration (General)
    - (a) Not Included. To be completed via future Amendment to this Agreement.

- 2) Task 602 – Advertising, Bidding, Contract Award
  - (a) The ENGINEER shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The ENGINEER will prepare the advertisement.
  - (b) OWNER will post and publish the Notice to Bidders and Notice of Public Hearing in accordance with Iowa Code.
  - (c) The ENGINEER will maintain the Planholder's List via QuestCDN.
  - (d) The ENGINEER shall provide Drawings, Specifications, and Bid Documents.
    - (i) The ENGINEER will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
  - (e) The ENGINEER shall prepare and issue addenda as needed.
    - (i) The ENGINEER shall prepare all required addenda to revise plans, specifications, and other Contract Documents to (1) provide clarifications, (2) correct discrepancies, and/or (3) add necessary details or contract alterations.
  - (f) Bidder Questions
    - (i) The ENGINEER shall respond to bidder questions and publish written answers to all planholders at the discretion of the OWNER.
  - (g) The ENGINEER shall attend one (1) bid opening at OWNER's location.
  - (h) Prepare bid tabulation
    - (i) The ENGINEER shall develop tabulation of all bids received within the same day as the bid opening.
    - (j) Review Bidder's Qualifications
      - (i) The ENGINEER shall check for correctness and qualifications of the apparent low bidder.
    - (k) The ENGINEER shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction documents and provide letter of recommendation to the OWNER in making award of Contract.
    - (l) The ENGINEER will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.
  - (l) Deliverables
    - (i) Notice of Project to Contractors
    - (ii) Bid Tabulation
    - (iii) Electronic CAD files in AutoCAD format georeferenced in State-Plane Coordinates (NAD 83 / Iowa South) and Sea Level Elevation (NAVD88).
    - (iv) Tabular text file of existing infrastructure collected during topographic survey.

G) Phase 650 – Onsite Project Representative

- 1) Not Included. To be completed via future Amendment to this Agreement.

H) Phase 700 – Survey Services

1) Task 701 – Survey Services (General)

The ENGINEER shall perform field and office tasks required to collect topographic information deemed necessary to complete the PROJECT. The OWNER shall provide available mapping of the PROJECT area. The specific supplemental tasks to be performed include the following:

- (a) Project Control
  - (i) Horizontal Control – Iowa State Plane (NAD 83 / Iowa South)
  - (ii) Vertical Control – NAVD 88
  - (iii) U.S. Survey Feet
  - (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of

the proposed PROJECT.

- (b) Topographic Survey
  - (i) The ENGINEER will utilize the OWNER provided topographic survey completed for the “SW State Street Reconstruction – Northbound Lanes” project. However, supplemental topographic survey will be needed as follows:
    - (a) South leg, including existing joints, of SW State Street and SW Ordnance Road intersection to account for new raised median.
    - (b) North leg, including existing joints, of SW State Street and SW Ordnance Road intersection to account for new raised median and tie-in elevations/locations from the SW State Street Reconstruction – Northbound Lanes project.
    - (c) Edge of parking lot and SW 3<sup>rd</sup> Street for temporary driveway accesses location.
    - (d) Tie-in elevation and locations as well as existing jointing locations from previous W First Street and NW/SW State Street Intersection Improvements project from SW 3<sup>rd</sup> Street to south of W First Street.
  - (c) Utility Survey
    - (i) The ENGINEER will contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey utilizing the Design Locate Request (DLR) system. The ENGINEER will inform the OWNER if any known utility is not being located. Any private utility locates that are not included in the Iowa One Call services will be shown as map location, if known.
  - (d) Boundary Survey
    - (i) Not anticipated. Polk County parcel lines as received by files from the OWNER will be utilized to show property lines.
  - (e) Project Base Map
    - (i) The ENGINEER will incorporate the existing “SW State Street Reconstruction – Northbound Lanes” project survey and supplement it with the ENGINEER’s topographic survey and utility survey.
    - (ii) Contours shall be shown in 1-foot intervals.
- 2) Task 712 – Acquisition Plats and Legal Descriptions
  - (a) Acquisition and Permanent Easement Plats
    - (i) Not anticipated.
  - (b) Temporary Easement Exhibits
    - (i) Not anticipated.
    - (ii) The OWNER will perform informal Right of Entry Agreements as necessary.
  - (c) If the OWNER determines additional acquisition plats or legal descriptions are necessary, the ENGINEER shall prepare these via future Amendment to this Agreement.
  - (d) Deliverables
    - (i) None anticipated.
- l) Phase 800 – Project Closeout
  - 1) Not Included. To be completed via future Amendment to this Agreement.

- J) Phase 850 - Project Management and Coordination
- 1) Task 851 – Project Management and Coordination (assume 6 months).
    - (a) Project Management
      - (i) The project manager of the ENGINEER will be responsible for coordination with the OWNER.
      - (ii) The ENGINEER will provide up to six (6) monthly progress reporting and project invoices to the OWNER.
      - (iii) The ENGINEER will conduct internal design review meetings.
      - (iv) The ENGINEER will develop and maintain PROJECT schedule.
    - (b) Design Development Meetings
      - (i) The ENGINEER will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
      - (ii) The ENGINEER will attend one (1) initial walkthrough scoping meeting with the OWNER to review the project and mark out project limits.
      - (iii) The ENGINEER will develop agenda, attend, and provide meeting minutes for one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER and one (1) final design meeting to review check plan design comments received by the OWNER, and it is understood by the parties that the ENGINEER will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up to two (2) staff members of the ENGINEER.
    - (c) Utility Coordination
      - (i) The ENGINEER will identify utilities within the PROJECT footprint which require notifications. Conflicts, adjustments, and relocations are not anticipated.
      - (ii) ENGINEER will provide copies of Preliminary Plans to utility companies and facilitate one (1) joint utility coordination meeting during the preliminary design with OWNER and representatives from each utility company. The purpose of the meeting will be to advise utility companies of the nature and extent of the proposed improvements and confirm no conflicts with existing nor proposed utility systems are anticipated. The ENGINEER will prepare an agenda, document discussions and decisions, and provide meeting minutes. For budgetary purposes, two (2) representatives of the ENGINEER will participate in the joint utility coordination meeting.
      - (iii) Since utility relocations are not anticipated, no review of relocation plans are anticipated.
      - (iv) The OWNER will be responsible for establishing the time and location for the meeting and the ENGINEER will be responsible for notifying the utility companies.
    - (d) Individual Property Owner Meetings
      - (i) Not Included.
    - (e) Project Information Meeting
      - (i) The ENGINEER will conduct one (1) project information meeting that will be attended by two (2) staff members of the ENGINEER following submittal of preliminary plans. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
      - (ii) The ENGINEER will prepare display materials and comments and sign-in sheets.
      - (iii) The ENGINEER will compile written and oral comments and submit to the OWNER.
      - (iv) Reserving of the meeting facility, preparing the notice, and the mailing of the public notification will be completed by the OWNER.
      - (v) Refinement of any display materials following the meeting is not included in this Scope of Services. Individual property owner coordination is not included in this Scope of Services.

- (f) Deliverables
  - (i) Preliminary Design and Final Design Meeting Agendas and Minutes
  - (ii) Joint Utility Coordination Meeting Agenda and Minutes
  - (iii) Project Information Meeting
    - a) Electronic scroll plot files in PDF format
    - b) Two (2) printed scroll plots for display
    - c) Comments and sign-in sheet
    - d) Compilation of written and oral comments
    - e) Public notice of meeting

K) Phase 950 – Subconsultants and Fees

- 1) Task 970 – Reimbursable Permit and Publication Fees
  - (a) Iowa DNR NPDES Stormwater Discharge Permit fee and publication in the Des Moines Register.
  - (b) Notice of Hearing publication and associated fees for publication in the Des Moines Register are to be completed by OWNER.
  - (c) QuestCDN download fees are included.

**III) FEES:**

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Phase 100 – Preliminary Planning and Reports	\$ 0.00
2) Phase 200 – Existing Conditions	\$ 0.00
3) Phase 300 – Funding	\$ 0.00
4) Phase 400 – Preliminary Design	\$ 34,800.00
5) Phase 500 – Final Design	\$ 43,100.00
6) Phase 600 – Construction Administration	\$ 3,900.00
7) Phase 650 – Onsite Project Representative	\$ 0.00
8) Phase 700 – Survey Services	\$ 3,600.00
9) Phase 800 – Project Closeout	\$ 0.00
10) Phase 850 – Project Management and Coordination	\$ 16,700.00
11) Phase 950 – Subconsultant and Reimbursable Fees	\$ 500.00
Not to Exceed Fee:	\$ 102,600.00

**IV) TIMELINE:**

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

A) General Schedule

1. Notice to Proceed	July 19, 2022
2. Preliminary Plan Submittal	Sept. 19, 2022
3. Receive Preliminary Plan Comments & Meeting	Oct. 3, 2022
4. Project Information Meeting	Oct. 11, 2022
5. Check Plan Submittal	Nov. 21, 2022
6. Receive Check Plan Comments & Meeting	Dec. 5, 2022
7. Final Plan Submittal	Dec. 16, 2022
8. City Council Approves Plans/Specs & Sets Public Hearing	Dec. 19, 2022
9. Project Letting (Local)	Jan. 10, 2023
10. Public Hearing to Accept Bids and Award Contract	Jan. 17, 2023

11. Construction

Summer 2023

B) Schedule Delays

The ENGINEER shall not be responsible for delays in the schedule that are beyond the ENGINEER's control.

**V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT**

The following services are excluded from the basic services but may be performed by the ENGINEER upon written Amendment to this Agreement.

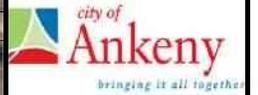
- A) Joint utility trench design.
- B) Construction staking, RPR, and construction administration services.
- C) Environmental and/or Cultural Review and Assessment.
- D) Drainage Design, Report, or Drainage Memorandum.
- E) Irrigation (lawn sprinkler) restoration plans or specifications.
- F) Media correspondences and public outreach planning documents.
- G) Boundary retracement of existing lots to set missing monuments.
- H) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- I) Appraisal fees and condemnation services.
- J) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- K) Grant Administration.
- L) Preparation of bidding or contract documents for alternate bid prices.
- M) Record drawings.
- N) Construction material testing services.
- O) Other permits not indicated within this scope.
- P) Any permit and publication fees associated with permit applications except as noted.
- Q) Project management and coordination tasks beyond that scheduled project completion period.
- R) Special meetings and meetings not outlined in the Scope of Services.
- S) Traffic data collection and traffic signal design.
- T) Sanitary sewer or water main layout and design.
- U) Sidewalk, trail, and pedestrian ramp design.
- V) Street lighting design.
- W) Other services not specifically outlined in this Agreement.

## Exhibit 'E': OWNER's Responsibilities

**OWNER** shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress, and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.
10. Provide **ENGINEER** survey data from recent reconstruction project (SW State Street Reconstruction - Northbound Lanes).
11. Provide **ENGINEER** all known as-built drawings of SW State Street.
12. Provide **ENGINEER** information regarding to pavement, subbase, and subgrade materials and thickness.
13. Organize Project Information Meeting location.
14. Mail Project Information Meeting notification letters to affected property owners.
15. Provide templates for all front-end construction Contract Documents in the Project Manual.
16. Schedule and host the Project bid opening.

Exhibit 'G'

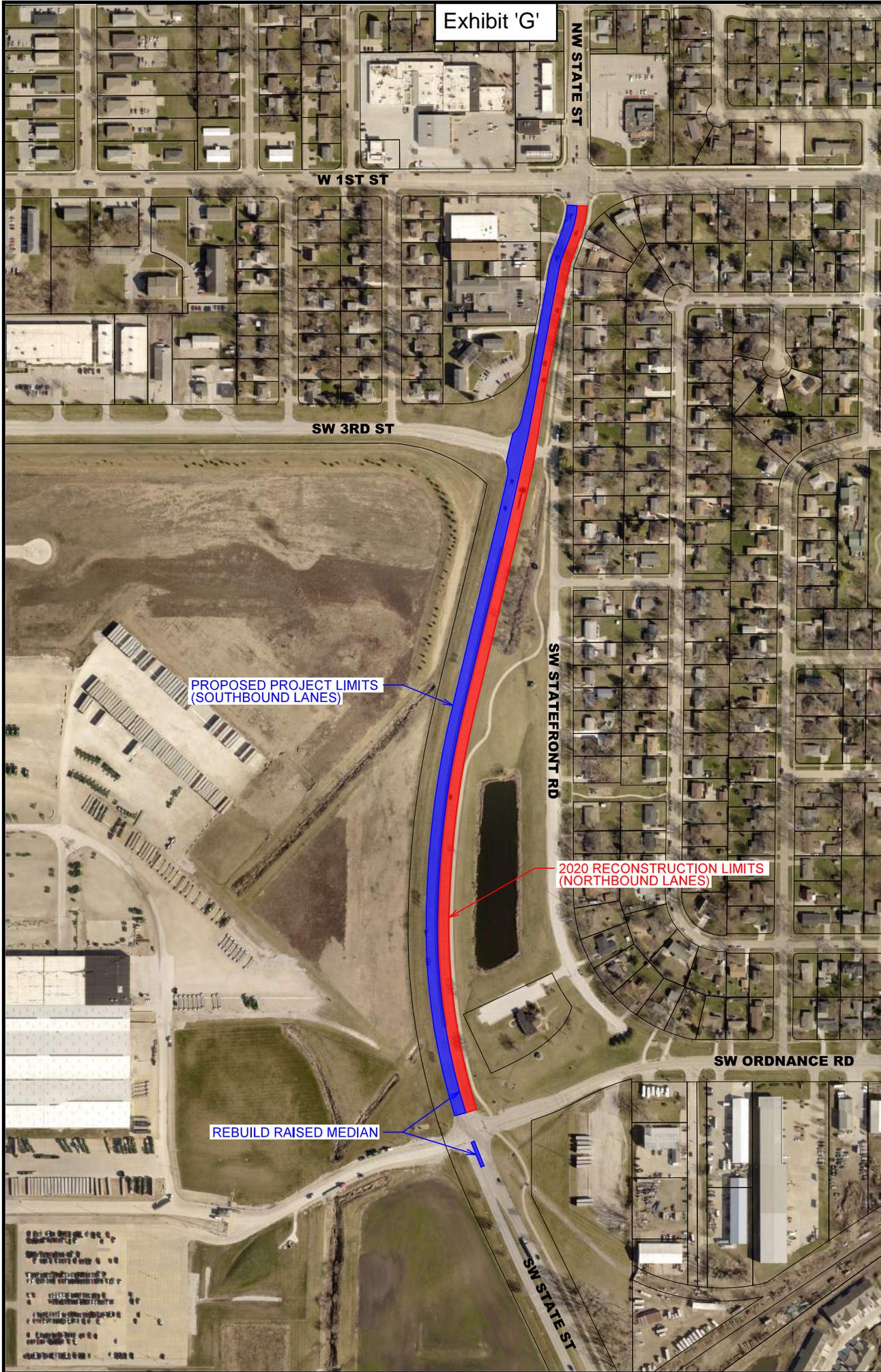


SW STATE STREET RECONSTRUCTION  
SOUTHBOUND LANES  
ANKENY, IOWA

PROJECT EXHIBIT

SYSTEMDATE USERNAME DGN5PEC

DRAWING NO.



# EXHIBIT 'I'

## City of Ankeny Insurance Requirements for Professional Services

1. McClure Engineering Company 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 'I'

## Exhibit A

### A) COMMERCIAL GENERAL LIABILITY

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

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

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

### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

### D) UMBRELLA LIABILITY \$ 2,000,000

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

## EXHIBIT 'I'

### 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. ~~The policy/coverages shall be amended to include the following:~~

~~Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."~~

- 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.

# EXHIBIT 'I'

## 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.