

ATTACHMENT 2

SEH SCHEDULE OF EXPENSES – 2022

Vehicle Mileage Rates

Current IRS Rate

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.50/hour + Current IRS Mileage Rate

Survey Equipment

Robotic Total Station\$30.00/hour

Global Positioning System (GPS)\$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore				
- up to 30"x42"			40.00	
- larger than 40"x60"			75.00	
3-Ring Binder	size	2"	3"	4"
	cost	3.20	5.60	7.24
Machine Folding				0.02
Binding				
- wire				3.60
- comb				3.20
Covers				
- custom				0.15
- blank				0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.



SEH Hourly Billable Rates – 2022

Classification – Office Staff	Billable Rate ⁽¹⁾
Principal	\$175 - \$295
Project Manager	\$145 - \$260
Senior Project Specialist	\$140 - \$240
Project Specialist	\$105 - \$190
Senior Professional Engineer I	\$120 - \$195
Senior Professional Engineer II	\$145 - \$245
Professional Engineer	\$110 - \$180
Graduate Engineer	\$90 - \$150
Senior Architect	\$130 - \$230
Architect	\$115 - \$165
Graduate Architect	\$90 - \$120
Senior Landscape Architect	\$120 - \$185
Landscape Architect	\$100 - \$135
Graduate Landscape Architect	\$90 - \$110
Senior Scientist	\$135 - \$185
Scientist	\$95 - \$150
Graduate Scientist	\$85 - \$115
Senior Planner	\$135 - \$230
Planner	\$105 - \$165
Graduate Planner	\$95 - \$130
Senior GIS Analyst	\$115 - \$190
GIS Analyst	\$105 - \$130
Project Design Leader	\$125 - \$200
Lead Technician	\$110 - \$185
Senior Technician	\$95 - \$150
Technician	\$65 - \$125
Graphic Designer	\$95 - \$160
Administrative Professional	\$55 - \$140

Classification – Field Staff	Billable Rate ⁽¹⁾
Professional Land Surveyor	\$115 - \$175
Lead Resident Project Representative	\$100 - \$170
Sr. Project Representative	\$95 - \$150
Project Representative	\$80 - \$135
Survey Crew Chief	\$90 - \$150
Survey Instrument Operator	\$60 - \$105

⁽¹⁾ The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2022
Expires: December 31, 2022



Building a Better World
for All of Us[®]

SHORT ELLIOTT HENDRICKSON INC.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit A-1
to Agreement for Professional Service
Between City of Ankeny, IA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 7th, 2022

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). 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 Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

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Short Elliott Hendrickson Inc.

By:



Katie Kinsey, P.E. (Lic. IA, NE)

Title:

Project Manager

City of Ankeny, Iowa

By:



Title:

Mark E. Holm, Mayor

schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.

2. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
3. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
4. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
5. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
 - a. Environmental Assessment/NEPA Compliance Services
 - b. Wetland Assessment/Mitigation Services
 - c. Services associated with obtaining flood plain permitting

C. Payment: In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. Compensation for Basic Services – Standard Hourly Rate Not to Exceed Method of Payment

- a. Client shall pay Consultant for Basic Services items A.1 through A.4 as described above, as set forth in Exhibit A-1, excluding Printing and Distribution of Bidding Documents as follows:

Total Not-to-Exceed fee of \$216,800.00, based on the Consultant's standard hourly rates and expenses. The anticipated breakdown of the Total Not-to-Exceed Fee for engineering services is as follows:

Project Administration	\$8,700.00
Preliminary Design	\$123,600.00
Final Design	\$78,700.00
Bidding Services	<u>\$5,800.00</u>
Total Not-to-Exceed Fee	\$216,800.00

- i. Consultant may alter the distribution of compensation between individual phases noted above to be consistent with services actually rendered, but shall not exceed the total Not-to-Exceed fee amount unless approved in writing by the Client
 - ii. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
 - iii. Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.
- 2. Compensation for Additional Services – Standard Hourly Rates Method of Payment**
- a. Client shall pay Consultant for Additional Services described above, as set forth in Exhibit A-1 as follows:
 - 1) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
 - 2) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

- f. *Bid Documents Packaging*: Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.
 - 1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.
- g. *Deliverables*: Deliverables to the Client from the Consultant during the Final Design Phase shall be as follows:
 - 1) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size.
 - 2) Final Bid Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size. *5 PLANS 2 SPECS*
 - 3) Minutes of meeting(s).

4. Bidding Services

After acceptance by Client of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences, if any.

- a. *Public Notice*: The Consultant shall assist the Client in preparing the formal Notice of Hearing and Letting. The Client shall be responsible for publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.
- b. *Distribute Bidding Documents*: The Consultant will post project on QuestCDN bidding site, which is where the planholders list will be maintained. Potential bidders can obtain hard copies of bid documents from Consultant at a cost of \$100 per set that will be refundable per Iowa law. Consultant will also post the Notice to Bidders on the Iowa League of Cities Classified website and the MasterBuilders of Iowa website per Iowa law.
- c. *Plan Clarification/Addenda*: Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.
- d. *Acceptability of Contractor/Subs*: Consult with Client as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- e. *Bid Opening/Bid Tabulation/Recommendation of Award*: Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- f. *Deliverables*: Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:
 - 1) Public Notice: One (1) hard copy and one (1) electronic copy in .pdf or .docx format.
 - 2) Addenda, if any: Same number and kind as Bid Documents.
 - 3) Bid tabulation and recommendation of award documents: One (1) hard copy and one (1) electronic copy in .pdf format.

B. Additional Services:

Additional services will be provided by the Consultant upon the request of the Client. These services may include:

- 1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's

existing critical utilities that are potentially in conflict with the alignment of the proposed transmission main. This includes an estimate of fifteen (15) utility test holes.

- l. *Geotechnical Investigation*: The Consultant will perform the soils and materials testing for the soil investigation for the Project. This includes ten (10) soil borings approximately 600 feet apart spaced along the project, review of analysis of the soil borings, and presentation of the findings and recommendations in a report.
- m. *Review Meeting(s)*: Meet with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the preliminary design phase is one (1).
- n. *Field Review of Preliminary Drawings*: A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings. The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.
- o. *Revise Preliminary Design Documents*: Revise the Preliminary Design Phase documents and any other deliverables in response to Client's comments, as appropriate, and furnish to Client copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables after receipt of Client's comments.
- p. *Deliverables*: Deliverables to the Client from the Consultant during the Preliminary Design Phase shall be as follows:
 - 1) Review copies of Preliminary Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size.
 - 2) Minutes of meeting(s).

3. Final Design

The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Prepare Final Drawings*: Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- b. *Prepare Final Project Manual*: Prepare Final Design Phase specifications (Project Manual) for review and approval by Client. The Project Manual shall include:
 - 1) Client provided front-end documents.
 - 2) Technical Specifications based on SUDAS with supplemental technical specifications.
- c. *Permits*: Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Consultant shall provide assistance in obtaining the following permits:
 - 1) Iowa Department of Natural Resources (IDNR) Water Construction Permit (Included in Basic Services)
 - 2) Iowa Department of Natural Resources (IDNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 (Included in Basic Services)
 - 3) Iowa Department of Transportation (IDOT) permit(s) to complete work in IDOT right-of-way (Included in Basic Services)
- d. *Final Opinion of Probable Cost*: Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.
- e. *Review Meeting(s)*: Meet with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the final design phase is one (1).

monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per local datum.

- c. *Design Survey:* The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:
 - 1) *Topographic Survey:* Perform topographic surveys required for the development of the project and to supplement any existing topographic mapping provided by the Client. This task also includes verification of the existing topographic mapping. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing base mapping.
 - 2) *Utility Surveys:* Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.
 - 3) *Boundary Surveys:* Perform boundary surveys required for the development of the project by establishing existing right-of-way lines to facilitate design needs. This task also includes locating existing monuments in the field to graphically show the boundary on the preliminary drawings.
 - 4) *Office Processing:* Complete processing of the data obtained in the field as necessary to incorporate into the project.
- d. *Prepare Preliminary Plans:* Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.
- e. *Prepare Preliminary Project Manual:* Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:
 - 1) Client provided front-end documents.
 - 2) Technical Specifications based on SUDAS with supplemental technical specifications.
- f. *Preliminary Opinion of Probable Cost:* Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.
- g. *Permits Determination:* Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design of the Project.
- h. *Furnish Preliminary Design Documents to Client:* Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.
- i. *Right-of-Way/Easements Determination:* Provide assistance in determining extents of additional Right-of-Way or easements that will be necessary for construction and maintenance of the project. The Consultant will prepare permanent easement(s) or fee title acquisition(s), and legal description(s) necessary to acquire necessary easements. This includes an estimate of one (1) permanent easement and legal description.
- j. *Utility Company Coordination:* The Consultant will conduct meeting(s) to coordinate with utility companies that have utilities in the project area to determine if any potential conflicts with existing utilities exist, and to determine if any measures will be necessary to relocate existing utilities or revise locations of proposed improvements. The Consultant will rely on maps and other information provided by utility companies and is not responsible for the accuracy of the information provided by the utility companies.
- k. *Subsurface Utility Exploration Test Holes:* The Consultant will provide subsurface utility exploration test holes using nondestructive digging equipment to establish the vertical and horizontal location of

Agreement for Professional Services

This Agreement is effective as of Feb. 7, 2022, between City of Ankeny, Iowa (Client) and Short Elliott Hendrickson Inc. (SEH) (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

South Ankeny Boulevard Transmission Main: Design and Bidding Services

Client's Authorized Representative: Don Clark, Director of Municipal Utilities

Address: 1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Telephone: 515.963.3529 **email:** dclark@ankenyiowa.gov

Project Manager: Katie Kinsey, P.E. (Lic. IA, NE)

Address: 5414 NW 88th Street, Ste 140
Johnston, IA 50131

Telephone: 515.957.2373 **email:** kkinsey@sehinc.com

Project Description: The project shall consist of the installation of approximately 5,500 feet of 24" transmission main along S Ankeny Boulevard from SW Magazine Road south to SE Oralabor Road. This new transmission main is intended to improve the overall operation of the water distribution system by looping both connections from Des Moines Water Works and connecting all the water towers and the NW Booster Station with a redundant source of water, allowing the Client to have non-interrupted source water in case any pump stations or transmission mains are out of service.

Scope of Services: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Project Administration

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, invoicing and other important elements of the project.

- a. *Project Team Meetings:* Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall prepare minutes of meetings and keep documentation of other communications.
- b. *Quality Control Plan:* Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2. Preliminary Design

- a. Review proposed new water main routes with Client prior to commencing subsequent work.
- b. *Control Survey:* Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and