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March 10, 2023

Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1564

Attention: Mr. Don Clark, Director of Municipal Utilities

Re: Agreement for Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services
NE 36th Street and NE 38th Street Water Main Loop

This is an Agreement between the City of Ankeny, Iowa, hereinafter referred to as OWNER, and FOX-Strand, hereinafter referred to as ENGINEER, to provide Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services (Services) for the NE 36th Street and NE 38th Street Water Main Loop project. This Agreement shall be in accordance with the following elements.

Project Understanding

This project will include design of approximately 11,500 linear feet of 16-inch water main on the north side of NE 36th Street and the west side of NE 38th Street to create a loop between the existing 16-inch water main that ends north of NE 18th Street along NE 38th Street and the existing 16-inch water main along NE 36th Street.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Geotechnical Engineering Subcontracting Services

1. Prepare a scope for geotechnical engineering for the project.
2. Procure geotechnical engineer to provide soil borings and geotechnical report for project.
3. Provide draft geotechnical report to OWNER for review, incorporate OWNER's comments as appropriate, and finalize the report.

Design and Bidding-Related Services

1. Communicate with local utility providers to provide one-call utility locates.
2. Delineate the water main route using existing mapping, conduct a topographic survey of the water main route, and prepare conceptual drawings for water main and discuss with OWNER. Include in the conceptual drawings the existing conditions and proposed water main route.

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3. Conduct preliminary boundary and title research including field time to locate controlling government and parcel corners along the proposed water main route, in accordance with state statutes.
4. Attend up to two staff meetings during preliminary design; one meeting for project kick-off and one meeting midway through the preliminary design as a status review.
5. Prepare a preliminary design report that summarizes the preliminary design water main route and opinion of probable construction cost (OPCC) and submit to OWNER.
6. Construction Drawings and Specifications:
 - a. Prepare construction drawings and technical specifications, in accordance with the Iowa Statewide Urban Design and Specifications and OWNER-provided Supplemental Specifications. Contract Documents will include OWNER-provided front-end documents.
 - b. Drawings will include water main plan and profile, bid items, construction details, stormwater pollution prevention plan, and restoration drawings. Traffic control drawings are not anticipated.
7. Prepare an erosion control plan.
8. Prepare the Iowa Department of Natural Resources (IDNR) National Pollutant Discharge Elimination System and IDNR Water Supply permits. Permit fee shall be reimbursed by OWNER.
9. Attend up to two staff meetings during final design.
10. Prepare draft Bidding Documents using OWNER Contract Documents, technical specifications and engineering drawings.
11. Submit draft Bidding Documents to OWNER.
12. Prepare a prebid OPCC and submit to OWNER.
13. Review the draft Bidding Documents with OWNER, incorporate review comments as appropriate, and submit five bound half-sized sets of drawings and two bound sets of specifications for the final Bidding Documents to OWNER.
14. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com.
15. Prepare addenda and answer questions during bidding.
16. Attend Bid opening, tabulate and analyze Bid results, and assist OWNER in the award of the Construction Contract.
17. Prepare two sets of Contract Documents for signature.
18. Prepare up to three draft exhibits of the proposed easements and legal descriptions for the selected water main route.

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19. Submit draft exhibits and legal descriptions to OWNER's attorney for review and negotiation with landowners.
20. Prepare and provide final easement exhibits to OWNER.

Easement Acquisition Assistance

Assist OWNER and OWNER's legal counsel with easement acquisition for up to three easements.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
7. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

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Compensation

OWNER shall compensate ENGINEER for Geotechnical Engineering Subcontracting Services on an hourly rate basis plus expenses an estimated fee of \$25,000.

OWNER shall compensate ENGINEER for Design and Bidding-Related Services a lump sum of \$175,000.

OWNER shall compensate ENGINEER for Easement Acquisition Services on an hourly rate basis plus expenses an estimated fee of \$4,000.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and estimated fees for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum and estimated fees that reflects any wage scale adjustments made.

The lump sum and estimated fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of March 20, 2023. Services are scheduled for completion on December 29, 2023.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

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3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
8. Reimburse ENGINEER for all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of OWNER's requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

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Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

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IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF ANKENY



Joseph M. Bunker
Corporate Secretary

3/10/23
Date

Honorable Mark Holm
Mayor

Date