



PROFESSIONAL SERVICES AGREEMENT

For

**NW Irvinedale Drive and NW 18th Street
Intersection Improvements**

City of Ankeny
Public Works
1210 NW Prairie Ridge Drive
Ankeny, IA, 50023
515-963-3520

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March 14, 2023

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THIS **AGREEMENT** is between the City of Ankeny (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

This project will include a traffic and life-cycle cost analysis and alternative feasibility study for the upcoming reconstruction of the NW Irvinedale Drive and NW 18th Street intersection. Alternatives that will be studied for comparison include a 4-leg signalized intersection and a 4-leg roundabout intersection. Concept drawings and opinions of probable construction and on-going maintenance costs will be developed for each alternative and a preferred alternative will be developed for inclusion into the City of Ankeny Capital Improvement Program (CIP) in early September 2023. A topographic and boundary survey will be completed as soon as possible following 2022/2023 Winter conditions for the project area to accommodate streamlined design phases. Preliminary design (not included in this agreement) is scheduled to commence during the winter of 2023 if so desired by the CLIENT.

2.0 Scope of Services

The CLIENT agrees to employ the COMPANY to perform the following services:

Phase 1.0 – Project Management and Administration
Phase 2.0 – Traffic Analysis
Phase 3.0 – Concept Design
Phase 4.0 – Surveying and Mapping

Each of these Phases of professional services is described in the following pages.

2.1 Phase 1.0 – Project Management and Administration

The COMPANY will perform the following project management and administration services to deliver the project.

2.1.1 Administration and Controls

The project manager for the COMPANY will be responsible for general coordination with the CLIENT regarding project activities, meetings, invoicing, and deliverables. This task includes development and execution of a project work plan.

2.1.2 Progress Reporting and Invoicing

Prepare monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery.

2.1.3 Communications and Meetings

Participate in bi-weekly phone and email correspondence with the CLIENT for the six-month project duration.

This task includes three (3) project progress meetings with the CLIENT. One (1) meeting to discuss the draft traffic analysis, one (1) meeting to discuss the draft concepts, and one (1) meeting to select a preferred alternative and discuss final concept/traffic report considerations. Meetings will involve two (2) representatives of the COMPANY, to be held at either CLIENT's location, or hosted by the COMPANY online. The COMPANY will prepare an agenda and distribute minutes for each meeting.

2.2 Phase 2.0 – Traffic Analysis

The COMPANY will perform the following traffic analysis services to deliver the project.

2.2.1 Data Collection

The COMPANY will complete a field review at the study location and observe traffic operations during typical morning, afternoon, and evening peak periods during a typical school attendance day. The COMPANY will have two (2) representatives on-site.

Traffic Counts

The CLIENT will provide available historic traffic count information from prior traffic studies completed at or near the project location. The CLIENT will collect current turning movement traffic counts at the study intersection and provide to the COMPANY.

Crash Data

Historic crash data will be obtained from Iowa DOT's Iowa Crash Analysis Tool (ICAT). The most recent five-years of available data will be queried (assumed to be 2018 – 2022). Iowa DOT Potential for Crash Reduction information will be obtained from the Iowa DOT on-line portal.

Future Land Use

Future lane usage near the study location will be obtained from the City of Ankeny Future Land Use map as well as recent traffic studies completed at or near the study location (provided by the CLIENT).

2.2.2 Traffic Capacity & Safety Analysis

The COMPANY will complete the following analyses:

Traffic Volume Forecasts

Future daily and peak-hour turning movement traffic volumes will be forecasted for the Opening Year (2025) and Design Year (2045) of the infrastructure improvements. Future traffic volumes will consider current and anticipated developments in the vicinity of the project location in addition to an annual growth rate based on population estimates for the City of Ankeny. Peak hours will include morning, afternoon (school peak), and evening periods.

Capacity Analysis

The COMPANY will develop traffic operations models using Synchro/SimTraffic software for signalized operations and SIDRA software for roundabout operations for the time periods described above. The operational analysis will be based on a 4-leg signalized intersection and a 4-leg roundabout intersection. Measures of effectiveness used to evaluate intersection operations will include Level of Service (LOS), average delay, and queue length. The capacity analysis will be performed to satisfy the requirements presented in the City of Ankeny Traffic Impact Study Requirements for Proposed Developments.

Safety Analysis

The COMPANY will use Highway Safety Manual methodologies to evaluate and assess safety countermeasures to inform recommendations for intersection configurations and treatments to address safety issues. The COMPANY will utilize the Iowa DOT's Potential for Crash Reduction information and methodologies in the Iowa DOT Safety Analysis Guide, including comparisons of crash modification factors for the alternative intersection types, to aid in potential safety recommendations.

2.2.3 Life Cycle Analysis

The COMPANY will complete a life-cycle analysis to compare life cycle costs for the 4-leg signalized intersection and 4-leg roundabout intersection alternatives. The life-cycle cost analysis will include costs for initial infrastructure improvements, safety (crashes), travel time, and on-going maintenance.

2.3 Phase 3.0 – Concept Design (30%)

The COMPANY will perform conceptual design services including the preparation of concepts depicting the proposed improvements for a 4-leg signalized intersection alternative and a 4-leg roundabout intersection alternative. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.3.1 Design Criteria and Constraints

Develop project design criteria based on SUDAS, National Cooperative Highway Research Program (NCHRP) Report 672 – Roundabouts: An Informational Guide; Guide for the Planning, Design, and Operation of Pedestrian Facilities; and other applicable sources with input from the CLIENT. Identify constraints applicable to the project and consistent with the goals of the project. The following will be performed to document design criteria and constraints in a Project Design Criteria Memo:

- Site visit to observe physical characteristics of the project location
- Verify functional classification, design type, design vehicle, and design speed
- Determine extents of turn lane, median, curb return, and pedestrian facilities improvements
- Provisions for pedestrians with regards to pedestrian push button accessibility, sidewalk and curb ramp vertical elevations as required by PROWAG
- Identify constraints such as utilities, right-of-way, trees, private infrastructure, drainage-related elements, sight distance, etc. that will influence the design

2.3.2 Alternative Development

Develop the geometric layout for two (2) intersection alternatives based on Exhibit C coupled with results of the analysis. Intersection geometric (horizontal and vertical) and pedestrian facility designs will consider right-of-way restrictions, location of storm sewer intakes, existing utility locations, and other constraints (e.g., adjacent storm water detention and conveyance features) based on site visits, aerial imagery, and Polk County GIS property data.

Alternative A - Signalized

The 4-leg signalized intersection alternative will include a concept traffic signal layout. The proposed signal cabinet, poles, handholes, vehicular and pedestrian signal heads, and associated equipment will be included in the concept plan. Intersection returns will be evaluated to accommodate the design vehicle identified during **2.3.1 Design Criteria and Constraints**. An exhibit will be prepared with geometrics, right-of-way needs, and design vehicle turning movements and provided to the CLIENT for approval.

Alternative B - Roundabout

The 4-leg roundabout intersection alternative will include concept geometric design to review optimal entrance deflection angles, edge of roadway / circulating path linework, splitter island and traversable apron(s) layout, sight distance analysis, upstream and downstream operations, and fastest path speed control elements. Roundabout geometry will be evaluated to accommodate the design vehicle identified during **2.3.1 Design Criteria and Constraints**. An exhibit will be prepared with geometrics, right-of-way needs, and design vehicle movements and provided to the CLIENT for approval.

2.3.3 Opinion of Probable Construction Cost

The COMPANY will identify quantities and bid items for major work items using the standard bid items provided by SUDAS for the two intersection alternatives. The COMPANY will prepare a preliminary Opinion of Probable Cost (OPC) for the two alternatives for use in the life-cycle cost analysis. The OPC will be based on concept level estimated quantities for major construction items (e.g. removals, pavement, sidewalk, pedestrian ramps, traffic signals, streetlights, fiber optic infrastructure, design and engineering, right-of-way, etc.) and include 20% contingency for unquantified items and inflation.

2.3.4 Preferred Alternative

Following the selection of a preferred alternative by the CLIENT, the preferred concept alternative will be finalized and presented on plan sheets as part of the final documentation of the study.

2.4 Phase 4.0 – Surveying and Mapping

The COMPANY will perform survey and mapping services for the project. Survey will include visible features within existing right-of-way and 10 feet beyond the existing right-of-way to understand the terrain and existing features adjacent to existing roadway

project limits. COMPANY shall provide survey generally described below and identified in EXHIBIT D.

- Along NW 18th Street from approximately 525 feet west of the NW Irvinedale Drive intersection to approximately 550 feet east of the NW Irvinedale Drive intersection. (Total length approximately 1,075 feet). Total cross section width is approximately 125 feet.
- Along NW Irvinedale Drive from the center of the NW 15th Street intersection to the center of the NW Trestle Point Drive intersection (Total length approximately 1,675 feet). Total cross section width is approximately 125 feet.

2.4.1 Surveying

Right-of-Way and Parcel Mapping and Research

The COMPANY will prepare a Bentley MicroStation CAD file with parcel lines based on publicly available GIS mapping. Parcel owner names will be obtained from Polk County public records and added to the CAD file for the purposes of plan preparation. COMPANY will recover existing right of way evidence for approximately 1,075 feet of NW 18th Street and 1,675 feet of NW Irvinedale Road as defined above. COMPANY will calculate the existing right of way as shown on the provided right of way documents, and recorded plats per Polk County records to include on the base map. Re-setting of disturbed right-of-way monuments can be included in future agreements, as necessary.

Right-of-Entry

Right-of-Entry is anticipated for adjacent parcels. Survey activities on private property are required. Right-of-entry will be coordinated and acquired via a letter drafted by the COMPANY and signed and mailed by the CLIENT.

Ground Control

Iowa Regional Coordinate System Zone 8 NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88 GEOID12A) IA RTN US Survey Feet will be used. Narrative explaining how horizontal control points and vertical datum were determined will be prepared. This narrative will be included in the final plans. The COMPANY will produce Reference Ties in Bentley MicroStation CAD format.

- *Horizontal Control* – Locate existing survey control points established along the roadways within the project area. Obtain section corner information from Polk County. Establish additional control points (minimum of 4) along the project extents as necessary. The additional control points will be referenced to physical features.
- *Vertical Control* – Locate existing benchmarks established along roadways within the project area. Existing benchmark and datum information will be provided by CLIENT. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

Iowa DOT feature codes will be used for survey on the project and identify the following:

- Locate visible topographic features within the project limits. These items include trees, shrubs, fences, parking lots, retaining walls, signs, mail boxes, ground break lines, etc.
- Locate streets, driveways, sidewalks, pedestrian curb ramps, curb and gutter, etc. Existing joints will be located near proposed pavement tie-in locations. The type of material shall be noted (e.g. concrete, asphalt, etc.).
- Locate visible storm sewer intakes, storm sewer manholes, driveway pipes, roadway cross culverts, sanitary sewer manholes, water valves, hydrants, traffic and fiber handholes, light poles, traffic signal poles, and cabinets.

Utility Survey

Perform One-Call Design Information and Design Locates requests. Field survey the horizontal locations of private utilities and public utility systems based on surface visible features (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaires, valves, utility accesses and vaults, etc.) and flags and marks by utility owners.

Intakes and unlocked manholes will be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials.

Field Books

Field books will be prepared and describe typical field information associated with field conditions, control point and benchmark information, and unique topographic features. In addition to information and data typically included with survey field books, sketches of storm sewer structures, driveway pipes, and roadway cross culverts will include:

- Identification of pipe sizes, shapes, flow lines, and materials.
- Location of casting(s) in relation to center of structure or walls.
- "Assessment of Condition" ("Good" / "Fair" / "Poor") for the structure and visible portions of connecting pipes, including identification of structure materials (e.g. concrete block, cast-in-place concrete, corrugated metal pipe, brick, etc.)
- Structure type identification (e.g. specific SW series (DOT/SUDAS)), if possible.



2.4.2 Mapping

Base Mapping and Digital Terrain Modeling

A Base Map and Digital Terrain Model (DTM) will be used by the COMPANY for the design of the proposed improvements.

- *Base Map* – Prepare a MicroStation CAD drawing that contains survey line-work, symbols, and drawings of features that were located as part of the topographic, boundary, and utility surveys. Public and private utility locations will be based on surface visible features and locations marked by the Iowa One-Call system in the field in coordination with maps obtained from utility companies.
- *Digital Terrain Model* – Create a DTM to display ground contours at one-foot (major) and 0.2 foot (minor) intervals in the Base Map Contours Model. The DTM and base map will be used for the design of the proposed improvements.

3.0 Deliverables and Schedules Included in this Agreement

3.1 Schedule

The following schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of the COMPANY.

- | | |
|---|--------------------|
| • Notice-to-Proceed | March 20, 2023 |
| • Topo / Boundary Survey ¹ | NTP-May |
| • Traffic Assumptions Memo to CLIENT | April 21, 2023 |
| • CLIENT comments on Assumptions Memo | April 28, 2023 |
| • Draft Traffic Analysis (with models) | June 2, 2023 |
| • CLIENT comments on Draft Traffic Analysis | June 20, 2023 |
| • Draft Concept Alternatives | July 11, 2023 |
| • CLIENT comments on Draft Concepts | July 28, 2023 |
| • Draft Final Concept (Preferred Alternative) | September 1, 2023 |
| • CLIENT comments on Draft Final Concept | September 22, 2023 |
| • Final Documents ² | October 6, 2023 |

¹ Work will commence upon optimal weather conditions and project scheduling

² September 8 is preferred target for the CLIENT's budgeting purposes, advance schedule accordingly where possible

3.2 Deliverables

The following deliverables are included with the Scope of Services for the project.

- Traffic Study Assumptions Memo (in PDF format)
- Draft and Final Technical Report (in PDF format)
- Project Design Criteria Memo

- Exhibits for geometrics, right-of-way, and design vehicle intersection turning movements and roundabout movements.
- Scroll Plot layouts for draft concept design alternatives (in PDF format)
- Concept level OPC for two intersection alternatives (in PDF format)
 - Includes design and construction engineering, right-of-way and easements, and lighting
- Preferred Alternative Concept Design (30%) Plan Sheets (in PDF and CADD format)
- Synchro and SIDRA traffic modeling files
- Tabular text file of existing infrastructure collected during the topographic survey for the project, containing XYZ data in NAD83 / Iowa South and NAVD88 coordinates.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Preliminary and Final intersection / roadway design
- Vertical roadway / cross section design elements
- Construction documents
- Construction observation and administration services
- Construction survey and staking
- Traffic data collection
- Drainage analysis and storm sewer design
- Sanitary sewer or water line layout and design
- Street lighting design and photometric analysis
- Individual property owner coordination
- Special Assessment cost analysis and documentation
- Right-of-way and easement exhibits
- Land acquisition services

Supplemental services not included in the AGREEMENT can be provided by COMPANY under a separate agreement, if desired.

5.0 Services by Others

None

6.0 Client Responsibilities

The COMPANY will rely on CLIENT for the following items:

- Provide existing turning movement traffic count data for study intersection
- Provide existing benchmark and datum information
- Provide related plan sets and/or traffic studies within the vicinity of the project
- Provide approval of proposed design vehicle, turning, and roundabout movements; roadway, pedestrian, and traffic signal layouts



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of \$107,920 summed as follows:

• Phase 1.0 – Project Management and Administration	\$ 12,080
• Phase 2.0 – Traffic Analysis	\$ 23,200
• Phase 3.0 – Concept Design	\$ 51,500
• Phase 4.0 – Surveying and Mapping	\$ 21,140

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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 COMPANY. The COMPANY'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 COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Indemnification

The COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the COMPANY's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the COMPANY is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY, its officers, directors, employees and subconsultants (collectively, the COMPANY) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the COMPANY shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal



entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Approved by:

A blue ink signature of David R. Dougherty, written over a horizontal line.

Printed/Typed Name:

David R. Dougherty

Title: Principal

Date:

March 14, 2023

City of Ankeny

Accepted by:

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date:

City of Ankeny

ATTEST:

Printed/Typed Name:

Michelle Yuska

Title: City Clerk

Date:

City of Ankeny Insurance Requirements for Professional Services

1. HR Green, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 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.

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.

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.



HR GREEN
Billing Rate Schedule
Effective January 1, 2023

Professional Services	Billing Rate Range
Principal	\$215- \$350
Senior Professional	\$210- \$320
Professional	\$150- \$220
Junior Professional	\$100- \$150
Senior Technician	\$135- \$175
Technician	\$80- \$140
Senior Field Personnel	\$155- \$225
Field Personnel	\$90- \$170
Junior Field Personnel	\$95- \$145
Administrative Coordinator	\$75-\$125
Administrative	\$75- \$110
Corporate Admin	\$95- \$150
Operators/Interns	\$70- \$125

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost.
4. All other direct expenses will be invoiced at cost.

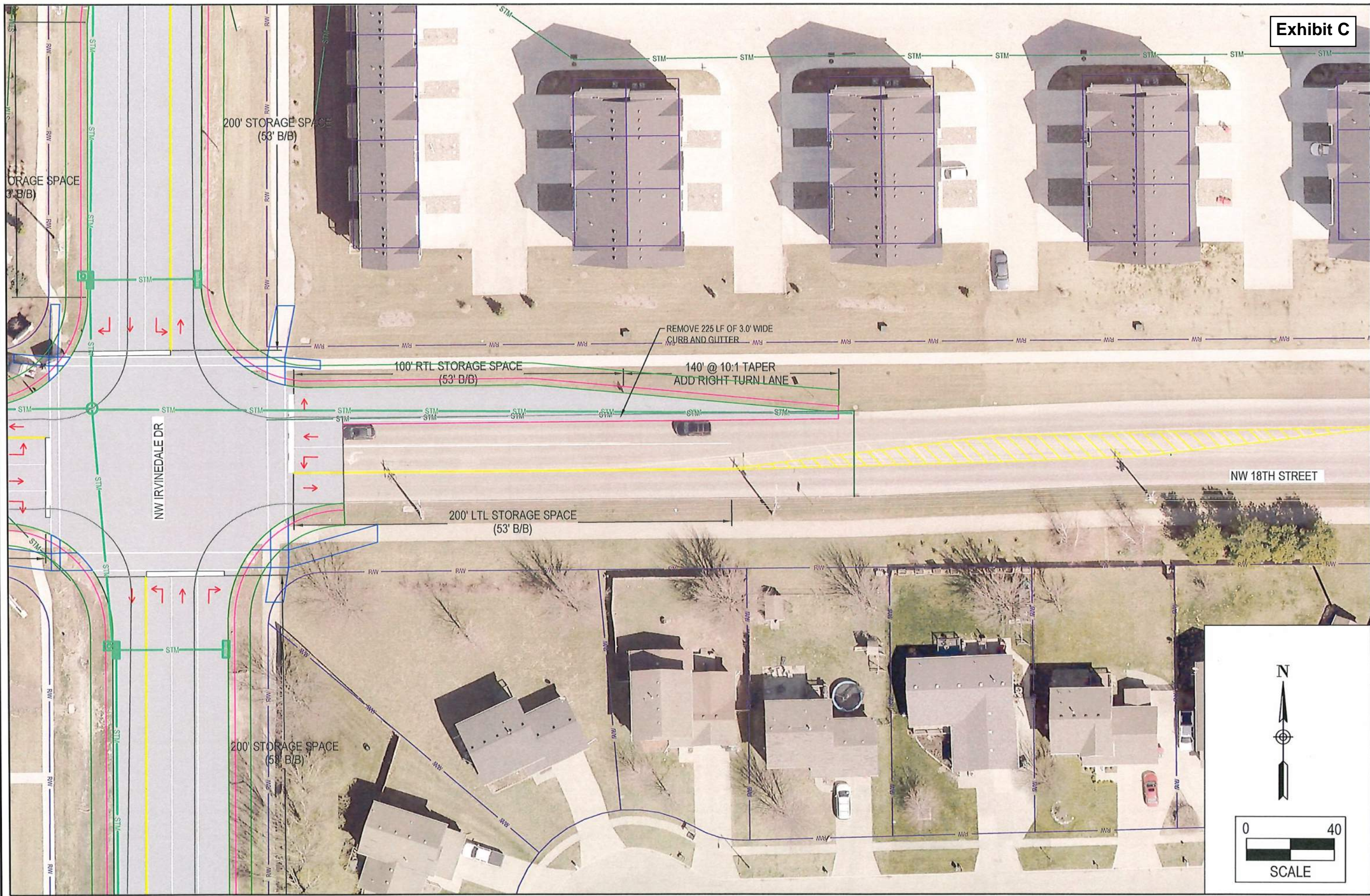
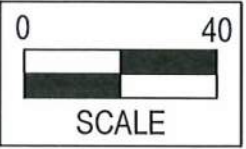


Exhibit C

NW 18TH STREET

NW IRVINEDALE DR



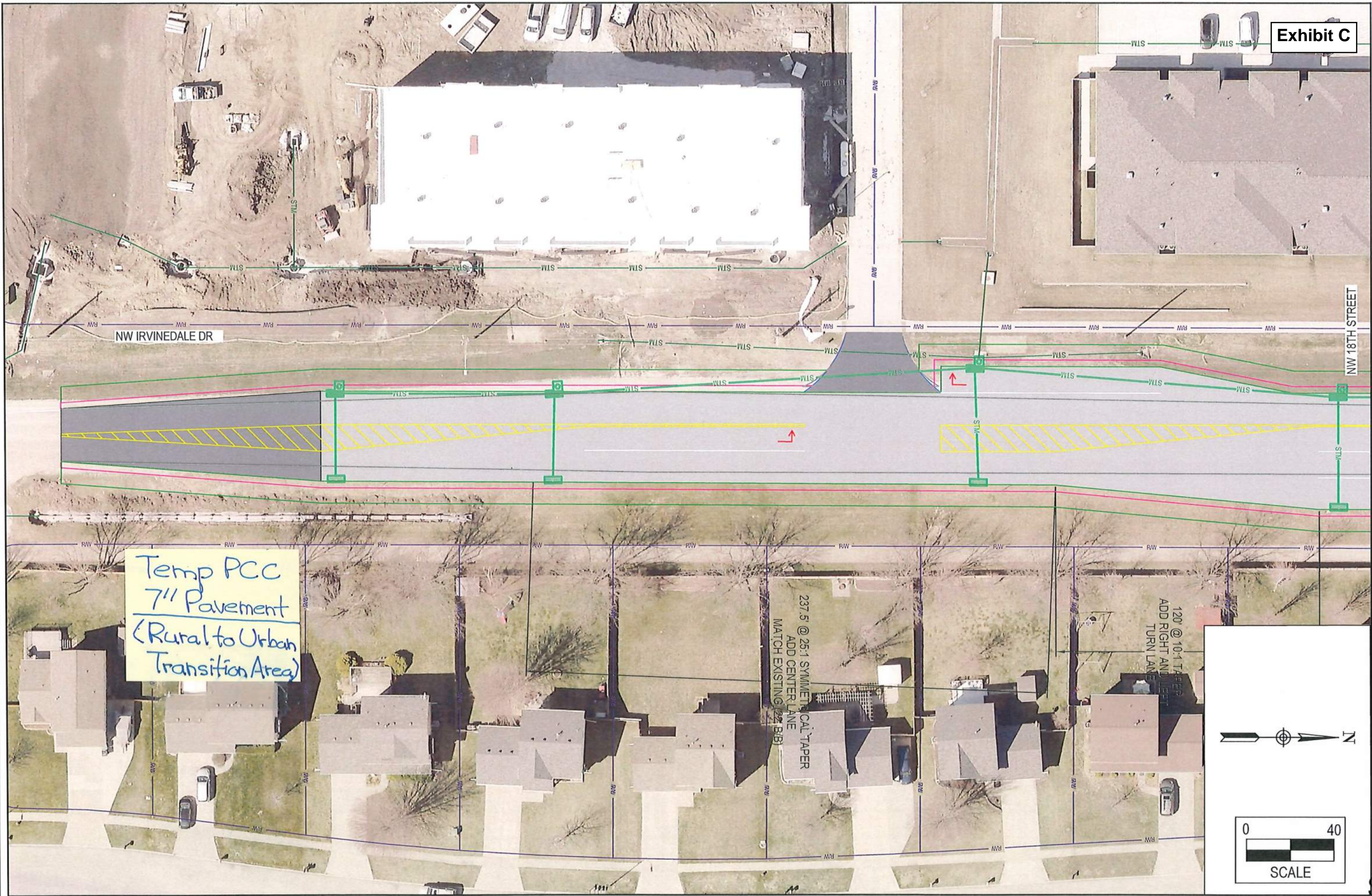


Exhibit C

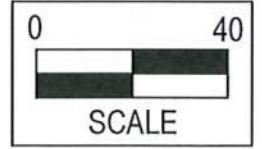
NW IRVINEDALE DR

NW 18TH STREET

Temp PCC
7" Pavement
(Rural to Urban
Transition Area)

237.5' @ 25:1 SYMMETRICAL TAPER
ADD CENTER LANE
MATCH EXISTING (22' BBI)

120' @ 10:1 TAPER
ADD RIGHT AND LEFT
TURN LANE



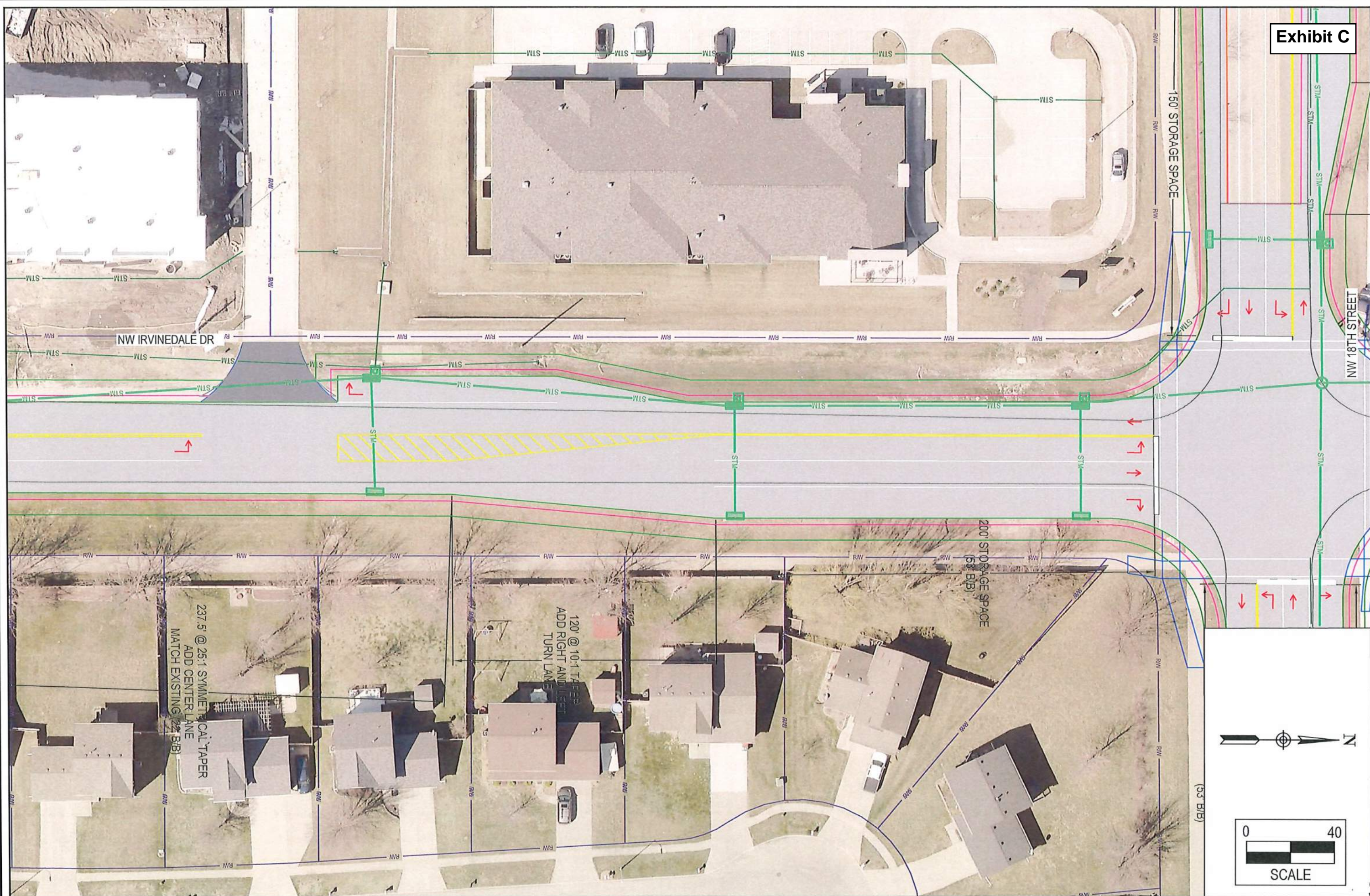


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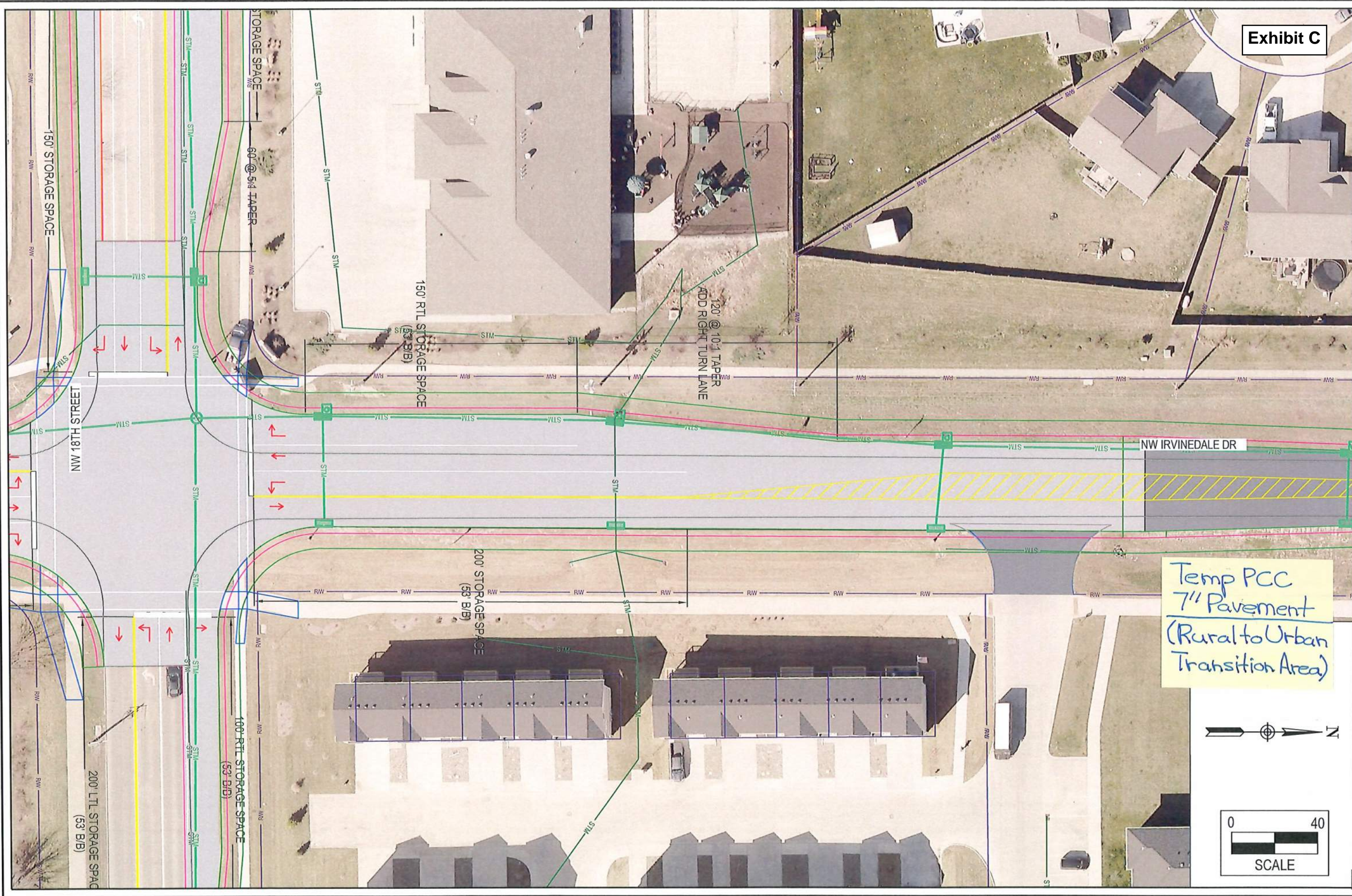
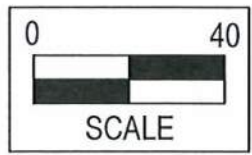


Exhibit C

Temp PCC
7" Pavement
(Rural to Urban
Transition Area)



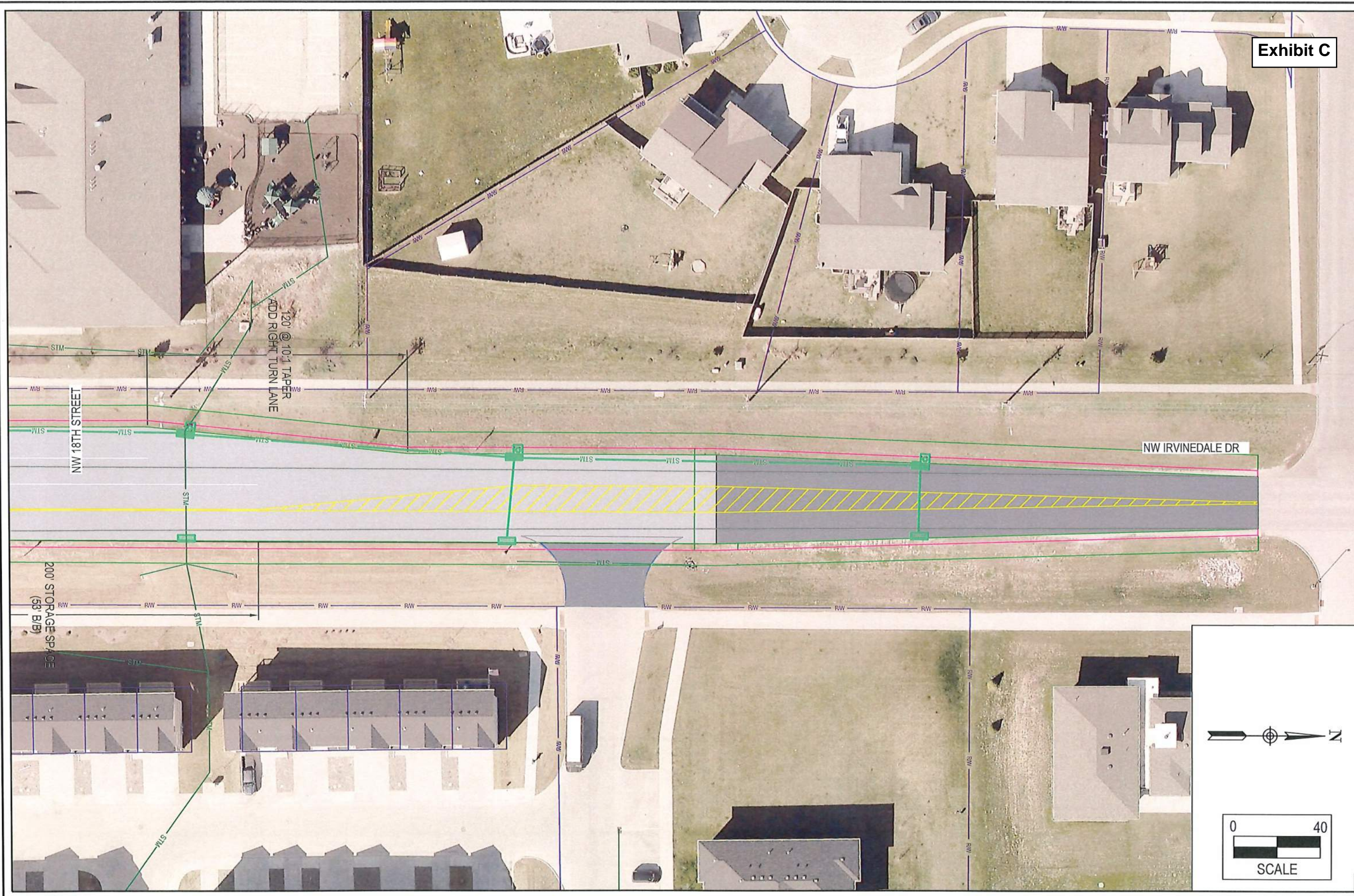
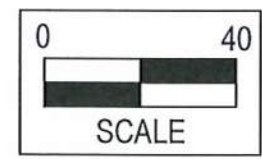


Exhibit C



NORTH LEG

2023 CIP Exhibit - NW Irvinedale Drive and NW 18th Street Int 2



**PROJECT SURVEY LIMITS –
NW IRVINEDALE DRIVE AND NW 18TH STREET**