

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

North Four Mile Creek Trunk Sewer

This Agreement is made and entered into this 7th day of March, 2022, by and between City of Ankeny, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	\$ 127,100.00
II. Construction Services	<u>Added via Amendment</u>
Total	\$ 127,100.00

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Ankeny
Attn: Don Clark, P.E.
Title: Director of Municipal Utilities
Address: 1210 NW Prairie Ridge Drive
City, State: Ankeny, IA 50023

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Andy Floy, P.E.
Title: Lead Civil Engineer
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgements or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF ANKENY

BY: _____

BY: _____

Name: Andy Floy, P.E.

Mark E. Holm, Mayor

Title: Lead Civil Engineer

WITNESS

ATTEST

By: _____

By: _____

Name: Patrick P. Kueter, P.E.

Name: _____

Title: Client Director

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The North Four Mile Creek Trunk Sewer project is generally described as follows:

The project involves the design of a 30-inch sanitary sewer to provide capacity in the wastewater collection system north of NE 54th Street adjacent to N Ankeny Boulevard/US-69.

This scope of services is based on the following project assumptions:

- Design shall consist of the gravity sewer extension from the existing sanitary sewer located on the north side of NE 54th Street and run along the east side of N Ankeny Boulevard/US-69.
- Anticipated length of extension is approximately 4,200 feet
- Foth shall provide construction services as an amendment if needed

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

PHASE 10 – PROJECT COORDINATION

Task 1 - Project Management

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, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be eight (8) months.

Task 2 – Project Review Meetings.

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Ankeny Municipal Utilities and Foth. Meet to review progress and to discuss specific elements of the project 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.

For budget purposes, it is assumed two (2) meetings will be attended by two (2) staff members of the Consultant.

Task 3 - Periodic Meetings with Local Elected Officials – Task Not Included

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with the Council Work Sessions. For estimating purposes, it is assumed that the Consultant will attend zero (0) meetings.

Task 4 - Project Permitting Coordination

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- US Army Corps of Engineers
- Iowa Department of Natural Resources
- Iowa Department of Transportation
- Polk County

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that three (3) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 5 - Individual Property Owner Meetings – Task Not Included

The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition Segments of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultants project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that the following meetings with 0 individual property owners involved in the right-of-way acquisitions will be required.

- Zero (0) meetings with zero (0) property owners.

Task 6 – Design Development Exhibit Preparation

Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 7 – Individual Parcel Exhibits

The Consultant will prepare individual property acquisitions exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits will be label with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

- Two (2) Exhibits

PHASE 20 – DESIGN SURVEYS

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

The Consultant will perform limited topographic surveys required for the development of the conceptual design. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping. Assume that additional topographic surveys will be required for preparation of final construction plans.

Task 3 - Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa 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.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 5 - Right-of-Way Survey

The Consultant will perform right-of-way surveys required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

Task 7 - Soil-Boring Location Surveys

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of the following number of soil borings:

- Eight (8) borings.

Task 8 – Utility Relocation Staking (Task not included)

Task 9 - Public Notice of Project

The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant will distribute the notice letter following the City review and approval.

Task 10 - Easement Staking

This task consists of staking the easement locations for purposes or property negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and will also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 11 – Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

PHASE 22 – ACQUISITION PLATS

For budgetary purposes, it is assumed that two (2) parcels are within the project limits.

Task 1 - Preparation of Acquisition Plats and Legal Descriptions

The Consultant will prepare acquisition plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats = 0 each (FE)
- Temporary Construction Easement = 0 each (TE)
- Sanitary Easements = 1 each (PE)

The following table summarizes the anticipated project acquisitions, for which this scope of service task has been developed:

No.	Parcel Name	Fee-Title ROW (FE)	Temporary Easements (TE)	Permanent Easements (PE)
1	Denny Elwell Family LC	n/a	1	1
2	Dennis S and Manda J Elwell	n/a	1	0
Totals		n/a	2	1

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions will be “of” descriptions and not be metes & bounds descriptions. The plats and legal descriptions will comply with requirements of the Iowa Code and will be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats will also be completed in accordance with the City requirements.

PHASE 25 – GEOTECHNICAL SERVICES

Task 1 – Soil Borings (Subconsultant Terracon Consultants, Inc.)

This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after sewer alignment has been selected. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing eight (8) borings 30-ft deep. The borings will be for purposes of the utility design, moisture contents, groundwater levels, laboratory testing and engineering analysis. The soil borings shall include coordination of traffic control measures and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the soil borings.

This subsurface exploration will include laboratory testing, engineering analysis, trench design and a written report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Trench excavation and backfill
- Bearing soils for sanitary sewer and manholes
- Pipe and Manhole structure subgrade preparation
- Settlement and global slope stability review, if applicable
- Expansive soil design considerations, if applicable
- Discussions of potential need for dewatering

PHASE 30 – ENVIRONMENTAL SERVICES

The Consultant will complete the following environmental services.

Task 1 - Wetland and Waters of the U.S. Delineation

The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation. Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
- Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
- Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
- Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may be needed to identify wetland boundaries. Fees for standard surveying have not been included in this proposal.
- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

Task 2 - Threatened & Endangered Species Habitat Assessment

The Consultant will retain a subcontractor to perform a Threatened and Endangered (T&E) habitat assessment of the project area. The T&E Habitat Assessment will include a review of FWS's Planning and Consultation System and the IDNR's Natural Areas Inventory database to identify species of concern and records of known occurrences. A walking survey of the project area will be conducted to assess the potential for T&E species. An acoustic survey will be conducted in accordance with the FWS 2021 Range-Wide Indiana Bat Survey Guidance to evaluate the presence/probable absence of T&E bat species. A report will be prepared to document the findings of the database search, field survey and acoustic survey.

Task 3 - Phase I Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

Task 4 – Section 404 Permit Application

If wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The proposed utility project would likely be covered under Nationwide Permit (NWP) 12 for Utility Line Activities. Under NWP 12, mitigation is generally not required for temporary WUS or emergent wetland impacts if the ground surface is restored to pre-construction elevations upon completion of the project.

PHASE 44 – PELIMINARY DESIGN (SANITARY SEWER)

The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

The Consultant will complete the preparation of preliminary plans for the sanitary sewer improvements. The primary focus will be on utility improvements, including development of typical trench sections, identification of related street/utility improvements, and other necessary construction elements. The preliminary plans will also incorporate potential elements that may affect the corridor including property impacts. The plans will show existing topographic features, utility improvements and right-of-way/easement requirements.

Task 1 - Data Collection & Review (Task not used)

Task 2 - Develop Design Criteria

The Consultant will develop project design criteria to be used in developing utility improvements. Criteria will conform to the Statewide Urban Design Standards. The criteria to be addressed include:

- Typical utility improvement details.
- Maintenance of traffic/property access during construction, including access requirements, allowable street closures, and other issues (i.e. emergency vehicles, property owners, pedestrians and/or bicycles).
- Provisions for resolution of utility conflicts, including necessary relocations.

The Consultant will distribute conceptual plans to utility companies for their review, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 3 - Develop Trench Sections

The Consultant will develop typical trench sections for the utility improvements. This task consists of preparation of typical trench sections, including permanent sanitary sewer easement widths, right-of-way widths, and utility locations.

Task 4 – Preparation of Preliminary Design Plans

The Consultant will prepare conceptual design plans, which will be approximately 60 percent complete and shall consist of the following tasks:

Plan Preparation - Title Sheet and Typical Sections (A and B Sheets)

Prepare title and typical section sheets for each of the proposed project segments.

Plan Preparation – Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with their appropriate tabulations.

Plan Preparation - Plan and Profile (D Sheets)

Prepare preliminary plan and profile drawings at a scale of 1"=50' horizontal and 1"=5' vertical. These drawings will show base mapping and proposed sanitary sewer alignments. Include sanitary sewer, storm sewer, water main and other existing utility information, existing and proposed right-of-way, easements, and sewer profiles. These drawings will also show existing topographic information and proposed grading utility improvements along the project corridor.

Plan Preparation - Special Construction Details (U Sheets)

This task consists of the design and drafting associated with the preliminary assembly of modified standards and special details.

Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of conceptual plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the conceptual engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task 5 - Public Utility Review

This task includes review of existing public utilities, including electric, gas, telephone and cable. Also includes analyzing the effects of the proposed improvements will have on the existing utilities and identifying potential public utility corridors.

Task 6 - Field Exam

This task includes a Field Exam will with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right-of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the Field Exam will allow preparation for Final Plans.

Task 7 – Opinion of Probable Construction Costs

The Consultant will prepare a preliminary opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Conceptual cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the conceptual cost estimate.

PHASE 48- FINAL DESIGN (SANITARY SEWER) AND SPECIFICATIONS

Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the Index of Sheets, Legend, Location Map and Project Number.

Final Typical Sections and Final Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the project.

Final Plan and Profiles (D Sheets) - This item consists of the final design and drafting of sanitary sewer plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Reference Ties, Bench Marks and Alignment Information (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. Provide the centerline alignment tangent and curve data.

Traffic Control, Staging and Trail Signing (J Sheets) – This item consists of final design and drafting of the traffic control, staging, and haul road information.

Final Erosion Control (R Sheets) – This item consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration locations.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, bank grading, special stabilization details, and other required miscellaneous details found to be required for completion of the project.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Wastewater Construction Permit
- Use of Highway Right-of-Way for Utilities Accommodation
- Section 404
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant. The Consultant shall provide technical criteria, written descriptions and design data for use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

Task 4 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Quality Control

Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the Project Team.

PHASE 60 - PROJECT BIDDING

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting per sewer phase has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant, with six (6) of those being delivered to the City. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents. For estimating purposes, one (1) addendum will be issued.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

Project Deliverables

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Wetland & WUS Delineation Report
- T&E Habitat Assessment
- Phase I Cultural Resource Survey
- Section 404 Permit Application
- Five (5) sets of the original Final Construction drawings (half-size 11"x17") and two (2) final Project Manuals.
- Two (2) copies of Parcel Exhibits
- Permanent and Temporary Easement Plats (3 copies of original signed plats)

ADDITIONAL SERVICES:

Additional Services are *not* included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) State Revolving Fund (SRF) Applications
- 2.) Right of Way Services
- 3.) Review Appraisals
- 4.) Eminent Domain proceedings
- 5.) Mitigation Plan
- 6.) USACE Meetings or additional data collection
- 7.) Alternative Analysis for Individual Permit
- 8.) NEPA Evaluation
- 9.) T&E Botanical or Insect Surveys
- 10.) As-Constructed Documentation for the Section 404 Permit
- 11.) Major HEC-RAS Water Surface Modeling
- 12.) Contaminated Soils Investigations
- 13.) Streetscape Design
- 14.) Traffic Signal Design
- 15.) Structural/Retaining Wall Design
- 16.) Bridge Design
- 17.) Special Geotechnical Considerations
- 18.) Subsurface Utility Investigations
- 19.) Storm Water Pollution Prevention Monitoring
- 20.) Construction Period Services
- 21.) Construction Period Testing Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	February 22, 2022
A. Project Coordination	March – October 2022
B. Design Survey	March – April 2022
C. Legal Survey and Platting	May – June 2022
D. Environmental Services	April – July 2022
E. Preliminary Design	April – May 2022
F. Final Design and Specifications	July - August 2022
G. Letting	October 2022

ATTACHMENT 3 - SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208.00
Project Manager	\$178.00-\$205.00
Project Engineer	\$147.00-\$196.00
Staff Engineer	\$121.00-\$146.00
Planner	\$121.00-\$194.00
Project Scientist	\$121.00-\$147.00
Technology Manager	\$173.00
Technician	\$82.00-149.00
Construction Manager	\$173.00
Land Surveyor	\$138.00-\$173.00
Project Administrator	\$80.00-\$100.00
Administrative Assistant	\$60.00

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 reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.