



## STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

**NOW ON THIS** 15th day of May, 2023, **Snyder & Associates, Inc.**,  
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and  
**City of Ankeny, Iowa**

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: South Ankeny Boulevard Improvements – SE Peterson Drive to 1st Street
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
  - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
  - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
  - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
  - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
  - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional 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.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
  - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
  - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. 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; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
  - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
  - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
  - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
  - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
- 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. 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 Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES:** If the Project or the Professional'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 Professional 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 Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional 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 Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

17.3. It is further agreed that any legal action between the Client and the Professional 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.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **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 Professional. The Professional'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 Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

**Exhibit A Scope of Services**

**Exhibit C Standard Fee Schedule**

**Exhibit B Insurance Requirements**

**Exhibit D Project Location Map**

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA (Client)

**SNYDER & ASSOCIATES, INC. (Professional)**

By: \_\_\_\_\_  
(Authorized agent)

By: \_\_\_\_\_  
(Authorized agent)

\_\_\_\_\_  
(Printed or typed signature)

Mark A. Land, P.E., CFM  
(Printed or typed signature)

Route executed copy to: Andy Burke

**Exhibit A**  
**Scope of Services**

**SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO 1<sup>ST</sup> STREET**

**I. SCOPE OF WORK**

**A. PROJECT DESCRIPTION**

Professional shall provide Professional Services as required to complete the preparation and assembly of the Project through Iowa DOT's D5 submittal, as described hereinafter as follows:

1. Perform a traffic study to identify intersection geometry, lane configuration needs, turn lane lengths, and access management recommendations. This information will be reviewed with the Client and Iowa DOT for approval.
2. Replacing the existing traffic signal at South Ankeny Boulevard and 3<sup>rd</sup> Street with a new permanent traffic signal. Modifications to and/or replacement of the existing traffic signal at Ankeny Boulevard and 1<sup>st</sup> Street, as determined by the traffic study.
3. Design for reconstructing South Ankeny Boulevard from an urban four-lane undivided section to an urban four-lane divided boulevard section with raised medians along with auxiliary lanes at major intersections. Based on the Traffic Operations and Safety Study dated August 2020 the following auxiliary lane improvements are anticipated: southbound left turn lane at SE Peterson Drive, northbound right turn lane at SE Peterson Drive, northbound and southbound left turn lanes at 3<sup>rd</sup> Street, northbound right turn lane at SE 3<sup>rd</sup> Street, and northbound left turn and right turn lane at 1<sup>st</sup> Street. Reconstruction limits along South Ankeny Boulevard will be from approximately 300' south of SE Peterson Drive to 1<sup>st</sup> Street. Reconstruction limits along SE Peterson Drive will be approximately 300' east of South Ankeny Boulevard. Reconstruction limits along SW 3<sup>rd</sup> Street will be approximately 300' west of South Ankeny Boulevard. Reconstruction limits along SE 3<sup>rd</sup> Street will be coordinated with the Client during design but are anticipated to be within 150' of South Ankeny Boulevard. Updated traffic counts were completed in December 2022 that will be utilized to perform the traffic study mentioned in Item #1 above. These results may change the recommendations for auxiliary lane improvements noted in the August 2020 study.
4. Design for an 8' wide sidewalk along the west side and a 5' wide sidewalk along the east side of South Ankeny Boulevard within the Project limits.
5. Design for new storm sewer under the new pavement along South Ankeny Boulevard within the Project limits. Professional shall coordinate with the Client's current construction project along SE 3<sup>rd</sup> Street.
6. Design for new sanitary sewer along South Ankeny Boulevard within the Project limits and outside the new pavement with the intent to continue sanitary sewer



replacement with a future project south of SE Peterson Drive. Professional shall coordinate with Client's current construction project along SE 3<sup>rd</sup> Street.

7. Design for new water main along South Ankeny Boulevard within the Project limits and outside the new pavement with the intent to continue water main replacement with a future project south of SE Peterson Drive to SW Ordinance Road. Professional shall coordinate with Client's current construction project along SE 3<sup>rd</sup> Street.
8. The Project will be developed with the understanding that it will be let through the Iowa DOT Contracts Bureau and final design services will be performed at a later date under a Supplemental Agreement. The Project will be developed on the Iowa DOT Projectwise site.
9. Construction staking, administration, observation, and final Project acceptance will be performed under a Supplemental Agreement.
10. It is understood that the Iowa DOT will perform boundary survey, right-of-way design, platting, acquisition services, and all other right-of-way-related services.

#### B. PRELIMINARY PROFESSIONAL SERVICES

Professional will provide the Preliminary Professional Services as follows.

##### 1. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

All preliminary survey shall meet the requirements of the "November 2010, Office of Design, English Preliminary Survey Specifications" and "Specifications for Targeting Ground Control Points for Photogrammetry".

- a. Professional shall contact all potentially impacted property owners. This will include sending a letter to each potentially impacted property owner identifying the scope of work, and the timeline surveyors may enter the property. If entry is not allowed, Professional shall notify "Survey Manager, Design Bureau" with the name of the property owner to discuss other options.
- b. Survey horizontal datum shall be established as needed at control points on the Project relative to IaRCS Zone 8. The survey will include horizontal control information relating the survey datum to a minimum of one project as built benchmark and a minimum of one National Geodetic Survey Benchmark within 6 miles of the Project location, provided they exist.
- c. Survey vertical datum will be relative to NAVD88 (Geoid 12b) and will relate the survey datum to two National Geodetic Survey Benchmarks within 2 miles of the Project location, provided they exist.
- d. Professional shall obtain what is considered a "Full Field Survey" within the area shown on Exhibit D - Project Location Map. The rules for this

agreement shall be for Professional to survey all hard objects including, but not limited to, roadways, bridges, drainage structures, and utility structures. Ground features included are all break lines outside shoulder to outside shoulder, top back slope break line, all drainage feature break lines such as draws, side ditches, banks, stream beds, edges of rivers, ponds and pond beds.

- e. The Iowa DOT shall provide existing plans or as-builts for roadways, existing bridges and culverts within the identified survey corridor.
- f. Professional shall utilize the Iowa Real-Time Network (RTN) as the primary method of collecting data on soft surfaces only. Hard surface data collection will be obtained by utilizing a Real-Time Kinematic (RTK) positioning base station on a primary control station or by utilizing secondary control in association with total station observations. A report shall be provided to the Client and Iowa DOT on what types of checks and balances were observed for quality assurance.
- g. Professional will require all field personnel to wear the ANSI 107 Class 2 safety apparel while occupying the state right-of-way.
- h. Professional shall place an Iowa One-Call Design Locate request. If the utility company locators do not cooperate, Professional will attempt to resolve the issue with assistance from City Staff, if necessary. If the utility company locators still do not cooperate, Professional shall notify "Survey Manager, Design Bureau" via email with the name of the company and one-call confirmation number. The "Survey Manager, Design Bureau" shall then contact said utility office for further assistance.
- i. It is understood that all work needed to locate, calculate, record, and show existing right-of-way lines, property lines, lot lines, section lines, quarter section lines, and U.S. Public Land Corner Certificates will be performed by Iowa DOT.

## 2. TRAFFIC STUDY AND TSIP FUNDING APPLICATION

Professional will perform a traffic study to evaluate intersection lane configuration needs, as an update to the 2020 US Highway 69 / South Ankeny Boulevard Corridor Traffic Operations and Safety Study (previous study). Services provided will include the following:

- a. Perform 24-hour turning movement traffic counts at the following South Ankeny Boulevard intersections (study intersections), using video methods.
  - i. 1st Street
  - ii. SW 2nd Street
  - iii. S 3rd Street
  - iv. SE Peterson Drive
  - v. SE 8th Street

- b. Prepare 2050 AM, midday, and PM peak hour turning movement traffic forecasts for the study intersections, based on traffic count data and anticipated growth rate.
- c. Perform traffic operations analyses of estimated 2050 AM, midday, and PM peak hour traffic for the four-lane divided boulevard with auxiliary lanes concept identified in the previous study to determine average delays, levels of service, and vehicle queuing. Analyses will utilize and modify initial Synchro files to be provided by the Client.
- d. Evaluate the need for additional right turn lanes at the study intersections per Client's turn lane warrant criteria and consider potential operational and safety benefits and access impacts.
- e. Review existing access along the Project corridor and provide access management recommendations.
- f. Based on analysis results, determine recommended intersection lane configurations and turn lane lengths at the study intersections.
- g. Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum and Synchro files to the Client for review. Finalize memorandum upon receipt of Client comments.

Professional shall prepare a Traffic Safety Improvement Program (TSIP) funding application for the Project. The TSIP application will include the following:

- a. Completed application form.
- b. Project narrative including existing conditions, proposed concept and safety justification.
- c. Graphics including a detailed Project location map, concept design drawing, signal layout drawings and photos.
- d. Itemized breakdown of estimated Project costs with safety-related costs listed separately.
- e. Project development schedule.
- f. Crash data from ICAT.
- g. Safety benefit / cost analysis using Iowa DOT worksheet. Iowa DOT Potential for Crash Reduction (PCR) information for the corridor and intersections will also be reviewed and discussed.
- h. Coordination with the Client and Iowa DOT, and submittal of the completed application to the Client for submittal to Iowa DOT by the August 15, 2023, deadline.

### 3. CONCEPTUAL DESIGN

The purpose of this phase is to develop the typical sections, set the roadway functional geometry, establish the limits of the raised median construction, determine approximate side road removal limits, and evaluate Project staging and constructability.

- a. Preparation and submittal of the Project Concept Statement to the Client and Iowa DOT for review and comment. Project Concept Statement to follow standard Iowa DOT requirements and show, at a minimum, Project location, Project data, purpose and need, feasible alternates, recommendations, cost estimating, programmed funds, and anticipated Project impacts. It is anticipated that the Traffic Operations and Safety Study dated August 2020 may be referenced within the Project Concept Statement.
- b. Professional shall prepare a conceptual opinion of probable construction costs with 20% contingency for the Project to assist the Client and Iowa DOT on required funding needs.
- c. Professional shall evaluate the construction staging for reconstruction of South Ankeny Boulevard with consideration of utility reconstruction, maintaining through traffic, and maintaining access to property owners and businesses. A summary of findings and recommendations will be provided to the Client and Iowa DOT for review and comment. Professional shall review the future reconstruction layout and staging of South Ankeny Boulevard to the south of SE Peterson Drive. It is anticipated that traffic will need to shift between the northbound and southbound lanes along South Ankeny Boulevard during future reconstruction. Professional will evaluate the limits of the median construction to the south of SE Peterson Drive. Professional will summarize the findings in a technical memorandum for the Client and Iowa DOT's review.
- d. Professional shall evaluate the consolidation of existing access points for property owners and businesses to provide more efficient and safer traffic operations. A summary of findings and recommendations will be provided to the Client and Iowa DOT for review.

### C. BASIC PROFESSIONAL SERVICES

Professional will provide the Basic Professional Services as follows.

#### 1. PROJECT ADMINISTRATION AND MANAGEMENT

Professional shall perform the following administrative services during the design of the Project:

- a. Monthly progress reports as requested to the Client.
- b. Monthly billing reports to the Client.

- c. Project coordination for engineering with the Client and Iowa DOT.
- d. Project design review with the Client.
- e. Administer monthly, on average, Project management team (PMT) meetings to review Project development progress.
- f. Preparation for and attendance at one (1) Public Information Meeting (PIM). Professional shall prepare exhibits and other needed documents for the PIM. Exhibits will be prepared ahead of the PIM and submitted to Client and Iowa DOT for review and comment. Professional shall prepare a video illustrating the general Project overview and will include an audio voice-over to assist users with an understanding of Project features and intent. Professional will gather comments from the PIM, prepare meeting notes, and distribute the meeting notes to the Client and Iowa DOT. It is understood that the Iowa DOT will post notices and send notices to affected property owners in advance of the PIM and lead the PIM, and the Client will coordinate a meeting location.
- g. Attend one (1) City of Ankeny City Council Work Session to present the Project.

## 2. PRELIMINARY UTILITY COORDINATION

- a. Professional will coordinate with the Client, Iowa DOT, and utility companies to discuss the locations of facilities and potential impacts as a result of the Project.
- b. Professional will keep a log of utility discussions that will include primary utility contact, secondary utility contact, phone numbers, email addresses, utility relocation status, and a log of conversations conducted with utility representatives.
- c. Professional will assist the Client and Iowa DOT with holding and facilitating two (2) group utility meetings to present the Project and address specific issues related to existing franchise utilities. Professional will prepare and distribute meeting minutes to all attendees and available utility contacts.
- d. Professional shall assist the Client and Iowa DOT in reviewing of submitted relocation plans by franchise utilities to accommodate the roadway and utility improvements associated with the Project design.

## 3. PRELIMINARY (D2) DESIGN AND CONSTRUCTION PLANS (ROADWAY AND UTILITIES)

Professional shall perform preliminary design work necessary to further define the Project scope and order of magnitude construction costs for the Project. Preliminary design and plan preparation will be through the Iowa DOT's D2

(Field Exam) submittal. This task will develop the plans to a 30% complete level and follow the Iowa DOT's Design Manual and Standard Specifications. Services are to include:

- a. A design criteria memorandum will be prepared for this Project to establish the basis for design parameters. Iowa DOT Design Criteria Worksheets will be prepared and submitted. Anticipated elements presented within the design criteria include, but are not limited to, typical section(s), posted and design speed, horizontal and vertical curve data, stopping sight distance, intersection radius, design vehicles, storm sewer design, sanitary sewer design, water main design, possible fiber optic design, utility materials, and other pertinent information.
- b. Preliminary plan and profiles for the paving of South Ankeny Boulevard and side streets within the Project limits. Design to show preliminary geometric design for auxiliary lanes, intersections, sidewalks, and general business and residential driveways. Design vehicle turning movement exhibits will be provided to the Client and Iowa DOT for review and approval prior to preliminary design production.
- c. Preliminary plan view for the proposed water main along South Ankeny Boulevard, pertinent connections to the existing water main system at intersections, and water service locations based on topographic survey and Client's GIS mapping information. It is anticipated that water services will be replaced to a point approximately 5' outside of the right-of-way. It is not anticipated that lead services will be present within the Project limits and replacement of lead services to the building are not included in this scope.
- d. Preliminary plan view for proposed sanitary sewer replacement along South Ankeny Boulevard, pertinent connections to the existing sanitary sewer system, and sanitary sewer service locations based on Client's GIS mapping information, available record drawings, or available sewer videos provided by the Client. It is anticipated that the existing flowlines and slopes will be maintained. It is anticipated that sanitary sewer services will be replaced to a point approximately 5' outside of the right-of-way.
- e. Preliminary hydraulic and hydrology design and plan views for the new storm sewer system.
- f. Preliminary staging plan to delineate construction phasing while maintaining two-way traffic along South Ankeny Boulevard and access to adjacent properties to the greatest extent possible. It is anticipated that only right-in / right-out vehicle movements will be allowed for property access during construction. Closing of side streets will be evaluated and reviewed by the Client and Iowa DOT for consideration prior to the Project Information Meeting.

- g. Included with this task and plan development are the following:
  - i. Title sheet.
  - ii. Typical sections and general notes sheets.
  - iii. Preliminary plan quantities and general information.
  - iv. Plan and profile sheets along South Ankeny Boulevard and side streets showing existing and proposed features. It is anticipated that storm sewer, water main, and sanitary sewer improvements along with possible fiber optic improvements, will be shown in plan view only and will be further developed to include profiles and other details on independent sheets with subsequent design tasks. Preliminary Project grading limits or “need lines” will be shown.
  - v. Removal sheet identifying pavement, utility, and other site features scheduled for removal.
  - vi. Horizontal and vertical survey control sheets.
  - vii. General traffic control and staging sheets. It is anticipated that general notes, typical sections, and preliminary plan views will be provided. Detailed design of traffic control and staging plans will be completed on subsequent design tasks.
  - viii. Preliminary pavement marking plan sheets.
  - ix. Preliminary cross-sections.
- h. It is anticipated that the pavement design determination will be provided by the Iowa DOT during the Preliminary Plan development.
- i. Professional will administer a quality control review which includes a site walk-through and a plan review. The quality control plan review will be performed by a Professional Engineer.
- j. Professional will submit the Field Exam (D2) preliminary plan set to the Client and Iowa DOT for review and comment at least two weeks prior to the scheduled field exam.
- k. Professional will attend a field exam with the Client and Iowa DOT, take notes during the field exam, prepare meeting minutes, and submit minutes to all attendees.
- l. Professional will submit a preliminary opinion of probable construction costs to the Client with a 15% construction contingency.

#### 4. PRELIMINARY TRAFFIC SIGNAL DESIGN AND CONSTRUCTION PLANS

Professional will utilize Project base mapping and proposed intersection layouts to prepare preliminary traffic signal plans (60%) for a new traffic signal installation at the South Ankeny Boulevard / South 3<sup>rd</sup> Street intersection along with traffic signal modifications and / or a new signal installation at the Ankeny

Boulevard / 1<sup>st</sup> Street intersection. Services provided will include the following:

- a. Prepare a preliminary traffic signal layout sheet for each intersection and preliminary plan sheet(s) for fiber optic communications conduits and handholes along South Ankeny Boulevard, within the Project limits.
- b. Prepare a preliminary wiring sheet for each intersection.
- c. Prepare preliminary plan sheet(s) showing temporary traffic signals and/or temporary traffic signal modifications needed to accommodate proposed construction staging.
- d. Determine right-of-way needs associated with proposed traffic signal improvements.
- e. Prepare a preliminary cost opinion for proposed traffic signal improvements with a 15% contingency.

5. RIGHT-OF-WAY (D5) DESIGN AND CONSTRUCTION PLANS  
(ROADWAY AND UTILITIES)

- a. Professional shall perform design tasks and plan preparation to provide a right-of-way submittal (D5) to the Client and Iowa DOT. The plans shall be used by the Iowa DOT for right-of-way design and property acquisitions. This task will develop the plans to a 60% complete level and will incorporate comments from the Client and Iowa DOT during the Field Exam (D2) submittal. The D5 plans shall include, but not be limited to, the following information:
  - i. Title sheet.
  - ii. Typical sections and general notes sheets.
  - iii. Estimated construction plan quantities and estimate reference information.
  - iv. Plan and profile sheets along South Ankeny Boulevard and side streets showing existing and proposed features. The plans will show right-of-way needs and will be highlighted, bubbled, dimensioned, and noted for a clear understanding of the proposed right-of-way need locations and purpose.
  - v. Removal sheet identifying pavement, utility, and other site features scheduled for removal.
  - vi. Horizontal and vertical survey control sheets.
  - vii. Refined traffic control and staging sheets showing additional details on property access that may impact right-of-way needs. It is anticipated that general notes, typical sections, and plan views will be provided. Detailed traffic control and staging plans will be completed during the Final Design tasks.
  - viii. Storm sewer sheets showing plan and profile information related to the storm sewer design with intake type and data, pipe sizes, utility crossings, materials, flowlines, slopes, and lengths. The hydraulic grade line will be displayed on the profile for



- reference. A storm sewer drainage report will be prepared and submitted to the Client and Iowa DOT for review and comment.
- ix. Water main sheets showing plan and profile information related to the water main design with pipe length, size, materials, bury depths, utility crossings, profile adjustments, fire hydrants, water valves, pipe bends, water service piping, etc.
  - x. Sanitary sewer sheets showing plan and profile information related to the sanitary sewer design with structure type and data, pipe sizes, flowlines, materials, slopes, and lengths, sanitary sewer service piping, etc.
  - xi. Preliminary pavement marking sheets.
  - xii. Preliminary cross-sections.
- b. Anticipated design and plan development elements not included in the D5 Plan submittal include, but are not limited to, final quantity tabulations, final traffic control and staging plan, intersection geometric, staking, and jointing sheets, erosion control, pedestrian ramp compliance design, earthwork sheets, final cross-sections, etc.
  - c. Professional will submit the Right-of-Way Plans (D5) submittal to the Client and Iowa DOT for review and comment. The Professional will submit an opinion of probable construction costs to the Client with a 10% construction contingency.
  - d. Professional will provide a schedule of anticipated Developmental Specifications or Special Provisions that may apply to this Project. Preparation of these documents will take place during Final Design tasks.
  - e. Professional will prepare a Public Interest Finding (PIF) for any proprietary items such as traffic signalization equipment and water main appurtenances. Professional will submit the PIF to the Client for review. Client will submit the PIF to Iowa DOT for approval.

## 6. LIGHTING ANALYSIS AND DESIGN

- a. Professional shall determine existing light pole relocation and possible additional light pole needs associated with the Project, based on photometric analysis of existing and proposed lighting.
- b. Professional shall prepare plan sheet(s) showing proposed lighting system modifications and provide to the Client. Plan sheet(s) will be provided to MidAmerican Energy for pricing and installation, as directed by the Client.

## 7. FINAL DESIGN AND CONSTRUCTION PLANS (ROADWAY AND UTILITIES)

This service will be added by Supplemental Agreement.

8. FINAL TRAFFIC SIGNAL DESIGN AND PLANS

This service will be added by Supplemental Agreement.

D. ADDITIONAL SERVICES

1. ROADWAY GEOTECHNICAL INVESTIGATION

Through a subconsultant, Professional shall perform the soil and materials testing for soil investigation of the Project. This includes up to five (5) soil borings, mobilizing truck-mounted drilling equipment, perform traffic control, drill and sample to depths of 20 feet, performing laboratory testing, and performing engineering soil analysis. The results will be provided in a written report and will include recommendations for soil conditions, pavement design considerations, potential subgrade stabilization locations, classifications of suitable or unsuitable soils encountered, and design considerations for utility improvements.

2. ENVIRONMENTAL GEOTECHNICAL INVESTIGATION

Through a subconsultant, Professional will perform up to 10 environmental borings through the corridor to test soil and groundwater for VOC, THE, PCB's, and RCRA metals. The borings will be performed at a depth of approximately 25 feet and include two (2) mobilizations. A report will be prepared and submitted to the Client and Iowa DOT for review.

3. UTILITY VERIFICATION TEST HOLES

Through a subcontractor, Professional will provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal locations (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated 20 utility test holes.

4. PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

- a. Professional will complete a Phase I Environmental Site Assessment (ESA) for the Project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject properties. Review of environmental record sources shall include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System. The review shall include a search for any information related to the subject properties and surrounding area. Professional shall review data provided by the Iowa Department of

Natural Resources (Iowa DNR) for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties shall be examined by the Professional.

- b. Professional will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties shall be included in the assessment.
- c. Professional will provide to the Client written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The Client will provide landowner information including names, addresses, and phone numbers.
- d. The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-13 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002.

## 5. CULTURAL RESOURCES EVALUATION

Through a subconsultant, Professional shall perform a Phase IA reconnaissance level cultural resources survey for the Project. Information and documentation provided shall include fieldwork, data review, analysis, report preparation, and submittal.

## 6. CHANGES IN THE SCOPE OF SERVICES

The Client may request Extra Services for the Professional not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the Project and work to be completed; requesting the development of various documents; submittal of permits and fees beyond the scope described in this Agreement; aesthetic or landscaping design; right-of-way platting, acquisition, and negotiations; cultural, biological, or NEPA studies or documentation beyond the scope provided herein; structural design; and requesting additional work items that increase the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the Client on an hourly basis in accordance with the current fiscal year Professional's Standard Fee Schedule in effect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

## **7. CONSTRUCTION SERVICES**

This service will be added by Supplemental Agreement.

## **II. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS**

### **A. PROFESSIONAL'S RESPONSIBILITY**

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, Professional shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

### **B. CLIENT'S RESPONSIBILITY**

The Client shall be solely responsible for: a) the implementation, administration and monitoring of the initial plan; b) making modifications to the initial plan as needed; c) filing the Notice of Discontinuance; and, d) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. The Professional will include the initial Storm Water Pollution Prevention Plan and include it as a part of the Contract Documents for construction. Submittal of the Notice of Intent will be by the Professional.

### **C. INDEMNIFICATION**

Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by Professional's errors, omissions, or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. The Client shall protect, defend, indemnify, and hold Professional harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance, unless said Claims were primarily caused by the Professional's own negligent acts. The Client shall release, waive, and otherwise discharge any and all Claims that the Client may assert against Professional relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of Professional's work on the site.

## **III. RESPONSIBILITY OF THE CLIENT**

At its own expense, the Client shall have the following responsibilities regarding the execution of this Agreement by the Professional.

**A. PROJECT OFFICER**

The Client shall name a Project Officer to act as the Client's representative with respect to the work performed under this Agreement. All correspondence with the Client relating to the Project shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the Project.

**B. PROMPT RESPONSE**

To prevent an unreasonable delay in Professional's work, the Client will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the Professional to proceed with work within a reasonable time period.

**C. PROJECT REQUIREMENTS**

The Client shall furnish the following information for the Project: licenses, permits, and government or agency approvals that may be necessary to complete the construction and/or Project.

**IV. PROJECT SCHEDULE**

The Project, from authorization of this Agreement through the final design, shall be performed by Professional in accordance with a schedule mutually developed by the Client and Professional. Generally, the schedule for the Project is described as follows:

**A. GENERAL SCHEDULE**

After acceptance of this Agreement by the Client, Professional shall commence work on the Project as described herein.

Notice to Proceed	May 16, 2023
Topographic Survey Completion	June 2, 2023
Pre-Design Project Concept Statement	June 6, 2023
Phase I ESA	June 30, 2023
Traffic Study Draft Memo to Client	July 7, 2023
Traffic Study Draft Memo to Client and Iowa DOT	July 14, 2023
Traffic Study Final Memo to Client	July 21, 2023
Traffic Study Final Memo to Client and Iowa DOT	July 28, 2023
Draft TSIP Application to Client	August 7, 2023
TSIP Application to Client for submittal	August 14, 2023
Field Exam (D2) Submittal to Client	August 17, 2023
Field Exam (D2) Submittal to Client and Iowa DOT	September 14, 2023
Field Exam (D2)	September 28, 2023
Field Exam (D2) comments to Professional	October 12, 2023
ROW Design (D5) Submittal to Client	February 1, 2024
ROW Design (D5) Submittal to Client and Iowa DOT	February 29, 2024
ROW Design (D5) comments to Professional	March 14, 2024
Public Information Meeting	May 2024
ROW Acquisition (Performed by Iowa DOT)	May 2024 – August 2025

**B. SCHEDULE DELAYS**

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

**V. COMPENSATION AND TERMS OF PAYMENT**

The Client shall pay Professional in accordance with the terms and conditions of this Agreement. The total Project fee is broken down as described below.

**A. PRELIMINARY PROFESSIONAL SERVICES**

The Preliminary Professional Services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in Professional's Standard Fee Schedule. The current Standard Fee Schedule is shown in the attached Exhibit C. Total fees of services shall not exceed the following without approval of the Client.

1.	Topographic Survey and Base Drawings .....	\$39,100
2.	Traffic Study and TSIP Funding Application.....	\$29,500
3.	Conceptual Design.....	\$28,800

Total Preliminary Professional Services Fees..... \$97,400

Anytime Professional anticipates that actual fees will exceed estimated fees, Professional shall immediately notify the Client, in writing, of the proposed increase and the reasons therefore. The Client shall thereupon review such proposed increase and either accept or reject same.

**B. BASIC PROFESSIONAL SERVICES**

The Basic Professional Services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in Professional's Standard Fee Schedule. The current Standard Fee Schedule is shown in the attached Exhibit C. Total fees of services shall not exceed the following without approval of the Client.

1.	Project Administration and Management .....	\$65,100
2.	Preliminary Utility Coordination .....	\$18,100
3.	Preliminary (D2) Design and Construction Plans (Roadway and Utility) .	\$99,400
4.	Preliminary Traffic Signal Design and Construction Plans.....	\$30,600
5.	ROW (D5) Design and Construction Plans (Roadway and Utility) .....	\$118,800
6.	Lighting Analysis and Design.....	\$5,800

Total Basic Professional Services Fees..... \$337,800

Anytime Professional anticipates that actual fees will exceed estimated fees, Professional shall immediately notify the Client, in writing, of the proposed increase and the reasons

therefore. The Client shall thereupon review such proposed increase and either accept or reject same.

C. ADDITIONAL SERVICES

Professional fees will be based on the current hourly rates and fixed expenses. The estimated Professional costs as provided to the Client represents a probable budget amount. The Client will be billed for actual direct hours and if Professional believes the budgetary figures will be exceeded, the Client will be promptly notified by Professional.

1.	Roadway Geotechnical Investigation .....	\$12,000
2.	Environmental Geotechnical Investigation.....	\$23,000
3.	Utility Verification Test Holes (Estimated 20 @ \$900 per) .....	\$18,000
4.	Phase 1 Environmental Site Assessment .....	\$5,000
5.	Cultural Resources Evaluation.....	\$4,500

Total Additional Services Fees ..... \$62,500

TOTAL FEES ..... \$497,700

D. HOURLY CONSTRUCTION SERVICES

Construction Services shall be performed under a Supplemental Agreement.

# **Exhibit B**

## **City of Ankeny Insurance Requirements for Professional Services**

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B 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 B.
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 B.
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 B

### City of Ankeny Insurance Requirements for Professional Services

#### 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	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

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

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

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

#### E) PROFESSIONAL LIABILITY

\$ 2,000,000

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. ~~The policy/coverages shall be amended to include the following:~~

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

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against the City of Ankeny.

#### F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

- Applicable if Professional Services performed includes Environmental activities included but not limited to: use or application of hazardous materials, environmental testing, monitoring, assessment or cleanup, transportation of hazardous materials, pesticide spraying and certain recycling and waste reduction activities.

## **Exhibit B**

### **City of Ankeny Insurance Requirements for Professional Services**

#### **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.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



# STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
<b>PROFESSIONAL</b>	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
<b>TECHNICAL</b>	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
<b>ADMINISTRATIVE</b>	
II	\$75.00/hour
I	\$61.00/hour
<b>REIMBURSABLES</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced

