



STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS 7 day of ~~August~~ October, 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: North Ankeny Boulevard Improvements – 1st Street to 11th 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 | |


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: Mark A. Land  Digitally signed by Mark A. Land, P.E., CFM
Date: 2023.08.02 10:43:03 -05'00'

Mark E. Holm, Mayor
(Printed or typed signature)

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

Route executed copy to: Tony Boes

Attest: _____
Michelle Yuska, City Clerk

EXHIBIT A – SCOPE OF SERVICES

N ANKENY BOULEVARD IMPROVEMENTS – 1ST STREET TO 11TH STREET

I. SCOPE OF WORK

GENERAL

The overall PROJECT is described below.

1. The construction PROJECT includes a Portland cement concrete (PCC) inlay along N Ankeny Boulevard for the northbound lanes from 1st Street to approximately 400 feet north of NE 5th Street, and southbound lanes from 1st Street to just north of NE 11th Street. Spot locations of both full depth patches and curb and gutter replacements will also be included throughout the project limits.
2. Installing right turn lanes at all four legs of the intersections of N Ankeny Boulevard and 5th Street, 9th Street, and 11th Street. Full depth patches and/or full depth roadway replacement along 5th Street, 9th Street, and 11th Street adjacent to the right turn lane lengths will be included at locations of existing pavement deterioration.
3. Additional construction associated with the right turn lanes may include but not be limited to public utility relocations and/or adjustments (storm sewer, water main, sanitary sewer), sidewalk reconstruction, retaining walls, clearing and grubbing, street lighting relocations, and right-of-way impacts. Minor storm sewer improvements within the project limits may be required based on the outcome of the City's televising of the storm sewer.
4. Installing new traffic signals with accessible pedestrian signals (APS) and pedestal poles, as needed at the intersections of N Ankeny Boulevard and 5th Street, 9th Street, and 11th Street. Fiber optic interconnect was installed in 2022 and will not be required except for connections to new cabinets and possible handhole adjustments.
5. Installing irrigation and landscaping improvements at the four corners of the 5th Street, 9th Street, and 11th Street intersections with N Ankeny Boulevard. Median landscaping improvements from the north project limits of the 2018 Ankeny Boulevard & First Street Intersection Improvements Project to the south leg of the 18th Street intersection. There are a total of 10 raised medians in the project limits.

6. Installing ADA compliant decorative sidewalk ramps at all four corners of the intersections of N Ankeny Boulevard and 5th Street, 9th Street, and 11th Street. The decorative sidewalk ramps are anticipated to comprise colored concrete, stamped concrete surfacing, and truncated domes.
7. Construction is anticipated to occur in 2025 and will be staged so through traffic will be maintained at all times on U.S. Highway 69/N Ankeny Boulevard. Consecutive side streets will not be closed at the same time.

The PROFESSIONAL shall provide Professional Services as required to complete the preliminary design as follows:

1. Perform additional topographic and boundary survey for the project. The survey completed for the N Ankeny Boulevard Landscape Improvements Project (Project No. 120.0315.01) will supplement this PROJECT. The additional topographic survey for the project only includes the limits of the proposed right turn lanes. The PCC inlay, full depth patches, and curb and gutter replacements do not require topographic survey.
2. Prepare an Iowa DOT Clean Air Attainment Program (ICAAP) Funding application for submittal by the City.
3. Perform roadway, traffic, and landscaping preliminary design and plans. It is understood that the roadway and traffic portions of the PROJECT will be let through the Iowa DOT and a second landscaping project will be let by the CLIENT.
4. Initiate franchise utility relocation coordination.
5. Perform an environmental review as required for a federal aid project.
6. Perform street lighting analysis and prepare plans for affected intersections and the project corridor.

The following Professional Services are anticipated to be required to complete final design and will be included in an Amendment at a future date:

1. Perform roadway, traffic, and landscaping final design and prepare final plans.
2. Perform Right-of-Way acquisition services.
3. Prepare all applicable permits required for construction.
4. Continue and complete franchise utility relocation coordination.

5. Perform utility verification test holes to establish vertical and horizontal locations of existing utilities at select locations.
6. Facilitate and attend a Project Information Meeting for all affected property owners.

A. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering with the CLIENT and Iowa DOT.
- d. Three (3) Project Management Team (PMT) meetings between the PROFESSIONAL, the CLIENT, and the Iowa DOT (if necessary).
- e. One (1) on site meeting with Iowa DOT District 1 staff and the CLIENT to review pavement and curb replacement limits.
- f. Coordinate with private utilities located within the corridor to (i) identify their facilities, (ii) mitigate/minimize impacts to their facilities where feasible, (iii) facilitate them preparing a relocation plan of their affected facilities.

2. SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic survey for proposed improvements. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on-site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25-foot grid will be used to create the topography map along

with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.

- e. Contours shall be shown at 1-foot intervals.
- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will utilize the existing field survey completed in 2020 for the N Ankeny Boulevard Landscape Improvements project. Additional survey is required for the proposed improvements located outside of the survey completed in 2020. All franchise utilities located within the project limits will be redone to verify the 2020 locates were accurate and to determine if any new utilities have entered the corridor since 2020.
- h. A boundary survey will utilize the existing boundary survey completed in 2020 for the N Ankeny Boulevard Landscape Improvements project. Additional boundary survey is required for the right turn lanes at the signalized intersections to obtain additional boundary information for anticipated acquisitions needed at those intersections. The Polk County’s Assessor and Recorder sites will be researched to obtain recorded easement information on parcels adjacent to each intersection.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility service locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level “C” Subsurface Utility Engineering survey as outlined below.

Quality Level “C” involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

3. TRAFFIC STUDY, ICAAP

a. Traffic Study

The PROFESSIONAL shall perform a traffic study to evaluate proposed intersection and corridor improvements, and to provide support for ICAAP funding request. Services provided will include the following:

1. Conduct 24-hour turning movement traffic counts at the N Ankeny Boulevard intersections with 5th Street, 9th Street and 11th Street (study intersections) using video methods.
2. Prepare opening year (2025) and design year (2050) AM, midday and PM peak hour turning movement traffic forecasts for the study intersections based on traffic count data collected, Des Moines area MPO traffic forecasts and anticipated growth rate.
3. Evaluate the need for right turn lanes at the study intersections per CLIENT right turn lane warrant criteria and considering potential operational and safety benefits.
4. Perform traffic operations analyses of opening year and design year AM, midday and PM peak hour traffic for the No Build and Build scenarios to determine average delays, levels of service and vehicle queuing. CLIENT will provide existing Synchro11 models of the project corridor.
5. Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum to the CLIENT for review. Finalize memorandum upon receipt of CLIENT comments.

b. ICAAP Funding Application

The PROFESSIONAL shall prepare an Iowa DOT Iowa Clean Air Attainment Program (ICAAP) funding application for the project. The ICAAP application will include the following:

1. Completed application form.
2. Project narrative including existing conditions and summary of planned improvements.
3. Graphics including a detailed project location map and concept design drawing.
4. Itemized breakdown of estimated project costs.
5. Project development schedule.
6. Vehicle emission reduction calculations based on traffic forecasts and analyses completed for the traffic study.
7. Coordination with the CLIENT, Des Moines Area MPO and Iowa DOT, and submittal of the completed application to the CLIENT for submittal to Iowa DOT and Des Moines Area MPO by the October 1, 2023 deadline.

4. PRELIMINARY DESIGN AND PLANS - TRANSPORTATION

The PROFESSIONAL will perform preliminary design necessary to further define the project scope and order of magnitude construction costs with 15% construction contingency for the PROJECT. The preliminary design and plans shall represent 60% completion of the PROJECT.

The preliminary plans for the PROJECT shall follow Iowa DOT design and plan requirements and include the following information:

- a. Title sheet, general project notes, and typical sections and details (A & B Sheets).
- b. Roadway plan and profile sheets with horizontal and vertical profiles, storm sewer plan and profile information, and construction limits (D & E-Sheets). Water main and sanitary sewer relocations are not anticipated at this time except for minor surface relocations/adjustments. This information will be provided on the D & E Sheets.
- c. Removal sheets (F-Sheets).
- d. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).

- e. Existing and proposed Right-of-Way information (H-Sheets).
- f. Staging and traffic control plans, details, and notes (J-Sheets). The staging plan will provide the general staging plan to maintain traffic while constructing the project. A more detailed staging plan will be completed during the final design.
- g. AutoTURN movements and sight distance evaluations (L-Sheets).
- h. Traffic signal plans (N-Sheets).
- i. Pavement Marking and lighting plans (PM-Sheets).
- j. Horizontal geometry with minor vertical evaluation to determine construction feasibility for the proposed ADA sidewalk improvements (S-Sheets). These sheets will also include special details on colored and textured concrete.
- k. Irrigation conduit plan and alignment for the landscaping beds at the intersections and medians (U-Sheets).
- l. Mainline and side road cross-sections at 25-foot intervals along right turn lanes (W & X Sheets).

5. FINAL DESIGN AND PLANS – TRANSPORTATION

Shall be performed under a separate Amendment.

6. PRELIMINARY DESIGN AND PLANS – TRAFFIC

The PROFESSIONAL shall utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for full replacement of traffic signal installations at the N Ankeny Boulevard intersections with 5th Street, 9th Street and 11th Street. Preliminary design (60% completion of design) shall include general locations of traffic signals, APS push buttons, cabinets, and conduits. Preliminary traffic signal plans will include layout and wiring sheets.

7. FINAL DESIGN AND PLANS – TRAFFIC

Shall be performed under a separate Amendment.

8. PRELIMINARY DESIGN AND PLANS - LANDSCAPING

The PROFESSIONAL shall provide preliminary irrigation and landscape design services (60% completion of design) for proposed improvements along the North Ankeny Boulevard corridor from 1st Street to approximately 600' south of 18th Street. These services include the following:

- a. The PROFESSIONAL shall prepare schematic irrigation plans of the raised median and raised intersection planter areas showing proposed irrigated areas, preliminary mainline irrigation and electrical routing, points of connection, and conduit locations for the proposed irrigation systems. There will likely be multiple irrigation points of connection and source equipment due to the length of the corridor. The PROFESSIONAL shall coordinate with Mid American Energy to determine the power source locations.
- b. The PROFESSIONAL shall provide preliminary layout of the proposed plantings and lawn areas for the raised median areas and the raised planters at all four corners at the intersections at 5th Street, 9th Street, and 11th Street including plant locations, landscape material locations and preliminary plant schedule.
- c. The PROFESSIONAL shall prepare a preliminary opinion of probable cost for the irrigation, planting and landscaping improvements, broken down by area.

9. FINAL DESIGN AND PLANS – LANDSCAPING

Shall be performed under a separate Amendment.

10. UTILITY COORDINATION

The PROFESSIONAL shall contact the appropriate utility companies to determine the existing utility locations within the PROJECT construction area and coordinate the accuracy of their facilities on the plans. This information will be used in the design of the PROJECT to determine the impact of the PROJECT on each utility.

The PROFESSIONAL shall conduct one (1) meeting with each utility company to provide a summary of the project, discuss the schedule, and identify existing utility conflicts and the potential relocation of those conflicts.

The PROFESSIONAL will work with the CLIENT and Iowa DOT to determine the desirable locations for each new and relocated utility. The PROFESSIONAL will work with each utility to organize and schedule necessary relocations.

Ten (10) companies are currently known to be located in the project corridor.

Additional Utility Coordination will be required during the final design under a separate Amendment.

11. LIGHTING ANALYSIS AND DESIGN

- a. The PROFESSIONAL shall determine existing light pole relocations and possible additional light pole needs associated with the project, based on photometric analysis of existing and proposed lighting.
- b. The 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. The lighting improvements will be depicted on the plan (D and E) sheets.

12. PUBLIC INFORMATION MEETING

Shall be performed under a separate Amendment.

13. BID PERIOD ASSISTANCE

Shall be performed under a separate Amendment.

B. ADDITIONAL SERVICES

The PROFESSIONAL shall provide additional services as follows. Payment shall be as specified in Article III in Exhibit A of this Agreement.

1. TITLE REPORTS

The PROFESSIONAL shall retain and coordinate the services of an abstractor, who will be a subconsultant to the PROFESSIONAL, who will prepare Certificates of Title for each parcel adjacent to the PROJECT that requires a permanent easement or acquisition for the PROJECT. Twelve (12) title reports are anticipated.

2. ENVIRONMENT SERVICES

- a. Categorical Exclusion:

The National Environmental Policy Act (NEPA) of 1969, as amended, establishes a national policy for protecting the environment. NEPA

provides for the analysis and comparison of alternative impacts for a proposed project seeking federal funding or approval. The proposed improvements constitute a federal action and are subject to requirements set forth in the National Environmental Policy Act (NEPA).

Federal Highway administration (FHWA) and Iowa DOT Bureau of Environment will determine the appropriate documentation. The proposed project is not anticipated to have a significant environmental impact from existing conditions. The project will be classified by Iowa DOT and FHWA at the time the Project Concept Statement is submitted to Iowa DOT. The fee for this project represents completion of a CE, however the project could be classified as an Environmental Assessment (EA). Fees for an EA are outside of this scope and will be presented to the CLIENT as a contract amendment.

The analysis must consider all reasonable alternatives to include the “no action” alternative. A matrix will be developed to assist in selection of a preferred alternative. The “no action” alternative is used as the basis for comparing the potential effects. Potential impact categories analyzed include but are not limited to:

- Socioeconomic
- Environmental Justice
- Air Quality
- Noise
- T&E Species
- Biotic Communities
- Woodlands
- Water Quality
- Park and Recreation: Section 6(f)
- Cultural Resources (Section 106)
- Regulated Materials
- River/Floodplain
- Visual
- Pedestrian/Bicycle Facilities
- Section 4(f) Resources
- Indirect/Cumulative Impacts

b. Phase 1 Environmental Site Assessment:

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 property. Review of environmental record sources will 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 will include a search for any information

related to the subject properties and surrounding area. PROFESSIONAL will review data provided by the Iowa Department of Natural Resources 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 will be examined.

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 will be included in the assessment.

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.

The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-21 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002.

c. Cultural Resources Survey

The PROFESSIONAL will conduct comprehensive archival record searches, Phase I intensive field investigations, geomorphic assessment, and project completion report preparation for the project area. Weather permitting, project turn around estimate is 45 days. Alternate schedule is possible at discretion of Client. In accordance with Iowa SHPO Regulations, if standing snow and/or deep frost is encountered within project area, implementation of field studies may be delayed. All services undertaken will meet or exceed Section 106 guidelines, and guidelines established by the Historic Preservation Office of the Iowa State Historical Society.

3. ACQUISITION AND EASEMENT PLATS

Shall be performed under a separate Amendment.

4. RIGHT OF WAY SERVICES

Shall be performed under a separate Amendment.

5. TEMPORARY EASEMENT EXHIBITS

Shall be performed under a separate Amendment.

6. PROJECT DATA BOOK (PROPERTY VALUATION)

Shall be performed under a separate Amendment.

7. APPRAISAL AND REVIEW APPRAISAL

Shall be performed under a separate Amendment.

8. TEST HOLES – POTHOLING

Shall be performed under a separate Amendment.

C. CONSTRUCTION SERVICES

Shall be performed under a separate Amendment.

II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	August 7, 2023
Topo and Boundary Survey Completion	September 4, 2023
Traffic Study Memo (Draft)	July 21, 2023
Traffic Study Memo (Final)	August 11, 2023
ICAAP Completion and provided to CLIENT for submittal	September 26, 2023
Preliminary Design	September 2023 to January 2024
Concept Statement to CLIENT	November 7, 2023
Concept Statement to Iowa DOT	November 21, 2023
ICAAP Award	January 2024
Preliminary Plans Submittal to CLIENT	January 12, 2024
Preliminary Plans Submittal to Iowa DOT	February 2, 2024
Final Design	February to August 2024
Public Information Meeting	March 2024
Right of Way Acquisition	April to August 2024
Check Plan Submittal to CLIENT	June 11, 2024
Check Plan Submittal to Iowa DOT	July 2, 2024
Utility Relocations	July 2024 to March 2025
Final Plan Submittal to CLIENT	July 30, 2024
Final Plan Submittal to Iowa DOT	August 20, 2024
Bid Letting (Iowa DOT)	November 19, 2024
Construction	April to November 2025
Landscaping Final Design Completion	November 2025
Landscaping Construction	March to June 2026

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL’S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

1. Project Administration and Coordination	\$	23,000
2. Survey and Base Drawings	\$	19,900
3. Traffic Study, ICAAP	\$	31,300
4. Preliminary Design and Plans - Transportation	\$	91,700
5. Final Design and Plans - Transportation		By Amendment
6. Preliminary Design and Plans - Traffic	\$	32,300
7. Final Design and Plans - Traffic		By Amendment
8. Preliminary Design and Plans – Landscaping	\$	18,000
9. Final Design and Plans – Landscaping		By Amendment
10. Utility Coordination	\$	10,000
11. Lighting Analysis and Design	\$	6,400
12. Public Information Meeting		By Amendment
13. Bid Period Assistance: 2 Lettings		By Amendment
SUB TOTAL	\$	232,600

B. ADDITIONAL SERVICES

1. Title Reports: 12 @ \$600 EA	\$	7,200
2. Environmental Services		
Categorical Exclusion	\$	28,200
Phase 1 Environmental Site Assessment	\$	5,400
Cultural Resources Survey	\$	8,900
3. Acquisition and Easement Plats		By Amendment
4. Right of Way Services		By Amendment
5. Temporary Easement Exhibits		By Amendment
6. Project Data Book		By Amendment
7. Appraisal and Review Appraisal		By Amendment
8. Test Holes		By Amendment
SUB TOTAL	\$	49,700

C. CONSTRUCTION SERVICES

1.	Construction Admin. (Transportation)	By Amendment
2.	Construction Admin. (Traffic)	By Amendment
3.	Construction Admin. (Landscaping)	By Amendment
4.	Construction Staking	By Amendment
5.	Construction Observation	By Amendment
6.	Record Drawings	By Amendment
7.	Monument Preservation	By Amendment
	SUB TOTAL	\$ 0
	TOTAL	\$ 282,300

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.

EXHIBIT C



STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
PROFESSIONAL	
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
TECHNICAL	
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
ADMINISTRATIVE	
II	\$75.00/hour
I	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced