

**AGREEMENT FOR ENGINEERING SERVICES  
 IRVINEDALE DRIVE TRANSMISSION MAIN – PHASE 3  
 ANKENY, IOWA**

This Agreement is made on the 6<sup>th</sup> day of April, 2020, by and between *McClure Engineering Company, of Clive, Iowa* (herein referred to as "**Engineer**") and the *City of Ankeny, Iowa* (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Agreement and/or the Hourly Rates established on Exhibit 'A'. The **Engineer** shall provide services for the Project which consists of the services listed on Exhibit 'B'. The Project shall be described as:

**PROJECT DESCRIPTION:**

**IRVINEDALE DRIVE TRANSMISSION MAIN – PHASE 3  
 ANKENY, IOWA**

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'E' for **Owner's** Responsibilities).
2. The **Engineer** shall conduct the following services marked "Included", for approval by the **Owner**:

| Item   | Included                            | Not Included                        |
|--|-------------------------------------|-------------------------------------|
| <b>A. Iowa DNR Water Supply Permitting</b>                               |                                     |                                     |
| 1. Complete Viability Self Assessment (by Owner).                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Complete Exhibit 2. Preliminary Engineering Report Checklist.         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Prepare Exhibit 4. SRF Environmental Review Checklist, if applicable. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Preliminary Engineering Report Submittal:                             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Cover letter.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Intended Use Plan (IUP) Application, if applicable.                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Preliminary Engineering Report (3-copies).                             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Schedule 3a. Water Systems – Preliminary Data.                         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Viability Self-Assessment.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Exhibit 4. SRF Environmental Review Checklist, if using SRF Funding.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. DNR Construction Permit Application                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. DNR Construction Permit Application Fee (paid by Owner).              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>B. Preliminary Design</b>   |                                     |                                     |
| 1. Conduct Project Kickoff Meeting with Owner.                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Confirm scope, extent and character of the project.                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Final design criteria  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Preliminary Hydraulic Profiles   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Major equipment list   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Control concepts   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Process Layouts  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Building interior layouts  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Operation & maintenance concepts                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| • Process piping alignments  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Utility requirements   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Site plans   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Topographic Survey  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Prepare revised "Opinion of Probable Costs"                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Attend meetings necessary to complete Preliminary Design (1-Meeting). | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. Hydraulic Modeling of Distribution System (WaterGEMS).                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Prepare preliminary plans and specifications for Owner's review.      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. Identify known LUST areas from IDNR and other available records.      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

| Item  | Included   | Not Included  |
|---|--|---|
| <b>C. <u>Railroad Coordination and Permitting</u></b> <ol style="list-style-type: none"> <li>1. Complete boundary survey of railroad right-of-way, including AAR/DOT number of nearest public grade crossings.</li> <li>2. Complete railroad utility occupancy license application and submit for review/approval. <ul style="list-style-type: none"> <li>• Cover letter.</li> <li>• Application form.</li> <li>• Location map.</li> <li>• Plans and specifications in accordance with NSCE-8 for underground facilities.</li> <li>• Application and processing fee (paid by Owner).</li> </ul> </li> <li>3. Coordinate utility occupancy license handling process with railroad on behalf of Owner.</li> <li>4. Coordinate insurance requirements and payment of additional fees with railroad (paid by Owner).</li> </ol> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>   | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>  |
| <b>D. <u>Final Design</u></b> <ol style="list-style-type: none"> <li>1. Prepare final project drawings.</li> <li>2. Prepare final project specifications.</li> <li>3. Identify utility requirements and conflicts and coordinate resolution.</li> <li>4. Prepare revised Opinion of Probable Cost based on final drawing and specifications.</li> <li>5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders, and Instructions to Bidders.</li> <li>6. Review 90% and 100% Final Design with Owner (2 Meetings)</li> <li>7. Furnish the following number of final project drawings and specifications to Owner <ul style="list-style-type: none"> <li>• Five (5) Copies to Owner</li> </ul> </li> </ol>   | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>  | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>  |
| <b>E. <u>Land Acquisition</u></b> <ol style="list-style-type: none"> <li>1. Court house research.</li> <li>2. Field Surveys.</li> <li>3. Preparation of Right-of-Way (ROW) plats and legal descriptions.</li> <li>4. Assemble ROW files and submit to Owner.</li> </ol>   | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>   | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>  |
| <b>F. <u>Right-of-Way Negotiations</u></b> <ol style="list-style-type: none"> <li>1. Coordinate notices to Landowners.</li> <li>2. Meet with land owners.</li> <li>3. Prepare requests for Proposals to appraisers.</li> <li>4. Review appraisals with Owner.</li> <li>5. Develop negotiation strategy.</li> <li>6. Prepare offers.</li> <li>7. Negotiations with land owners.</li> <li>8. Coordinate purchase agreements.</li> <li>9. Prepare color coded ROW map.</li> </ol>  | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>   | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> |
| <b>G. <u>Advertising, Bidding, Contract Award</u></b> <ol style="list-style-type: none"> <li>1. Assist Owner in advertising for and obtaining bids.</li> <li>2. Conduct Prebid Conference at Owner's location (1-meeting).</li> <li>3. Issue addenda to interpret or clarify bid documents.</li> <li>4. Review prebid submittals from bidders.</li> <li>5. On-line advertising and electronic project documents (QuestCDN)</li> <li>6. Attend Bid opening (at Owner location), prepare bid tabulation (1-meeting).</li> <li>7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract.</li> <li>8. Attend one (1) meeting to present Bids to Owner.</li> </ol>   | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>  |
| <b>H. <u>Paper Copies of Final Project Documents</u></b> <ol style="list-style-type: none"> <li>1. Print sufficient number of paper copies of final project documents, per Iowa Code 26.3, and distribute to prospective bidders: <ul style="list-style-type: none"> <li>• 24 x 36 Drawings</li> <li>• 11 x 17 Drawings</li> <li>• Contract Documents and Specifications</li> <li>• Engineer's Opinion of Probable Cost</li> </ul> </li> </ol>  | <input checked="" type="checkbox"/><br><input type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>   | <input type="checkbox"/><br><input checked="" type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>   |

| Item  | Included  | Not Included   |
|---|---|--|
| <b>I. <u>Construction Administration</u></b><br>1. Provide general administration of construction contract as Owner's representative.<br>2. Visit site of construction at appropriate stages of construction to observe the Contractors work.<br>3. Issue interpretations and clarifications of contract documents.<br>4. Review shop drawings.<br>5. Act as initial interpreter of the requirements of the contract documents.<br>6. Review and process Contractor's application for payment.<br>7. Attend Construction Progress Meetings.<br>8. On-line construction photos and documentation (Appia) | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>  | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>   |
| <b>J. <u>Construction Staking</u></b><br>1. Establish Field Controls<br>2. Stake Construction Control Points  | <input type="checkbox"/><br><input type="checkbox"/>  | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>   |
| <b>K. <u>Resident Project Representative</u></b><br>1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).  | <input type="checkbox"/>  | <input checked="" type="checkbox"/>  |
| <b>L. <u>Legal Surveys</u></b><br>1. Courthouse Research/Title Search<br>2. Field Work/Surveying<br>3. Preparation of Plats/Legal Descriptions  | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input type="checkbox"/>  | <input type="checkbox"/><br><input type="checkbox"/><br><input checked="" type="checkbox"/>  |
| <b>M. <u>Geotechnical Engineering Coordination</u></b><br>1. Prepare Request for Proposal for Geotechnical Firms (soil borings)<br>2. Review Proposals and make Recommendation for Award  | <input type="checkbox"/><br><input type="checkbox"/>  | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>   |
| <b>N. <u>Stormwater Pollution Prevention Plan (SWPPP)</u></b><br>1. Preparation of Plan<br>2. Application for SWPPP permit  | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>  | <input type="checkbox"/><br><input type="checkbox"/>   |
| <b>O. <u>Record Drawings</u></b><br>1. As-Built Record Drawings (2 Hard Copies & 1 Electronic Copy Included)<br>2. Additional Hard Copies - 1 EA @ \$100.00<br>3. Additional Electronic Copies - 1 EA @ \$25.00   | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>  | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>  |
| <b>P. <u>SRF Loan Application and Other Administrative Services</u></b><br>1. Prepare SRF Applications<br>2. Pre-award Compliance Review Report.<br>3. Environmental Review Checklist and Coordination<br>4. Attend Public Hearing on Finding of No Significant Impact (FONSI).<br>5. Environmental Assessment.<br>6. Prepare Outlay Requests.<br>7. Review of Payroll records<br>8. Wage interviews<br>9. Submit Works in Operation Report to IDNR.<br>10. Submit Loan Closeout to IDNR.<br>11. Administration of other funding sources (CDBG, RD, Other).   | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |
| <b>Q. <u>Additional Meetings</u></b><br>1. Additional project meeting (1), other than specified above.  | <input checked="" type="checkbox"/>   | <input type="checkbox"/>   |

3. Fee Schedule:

Fees for Services are shown below:

|   |                |               |
|---|----------------|---------------|
| A. Iowa DNR Water Supply Permitting .....                 | T&M, NTE ..... | \$ 8,800.00   |
| B. Preliminary Design .....                               | T&M, NTE ..... | \$ 64,600.00  |
| C. Railroad Coordination and Permitting .....             | T&M, NTE ..... | \$ N/A        |
| D. Final Design .....                                     | T&M, NTE ..... | \$ 47,500.00  |
| E. Land Acquisition .....                                 | T&M, NTE ..... | \$ N/A        |
| F. Right-of-Way Negotiations .....                        | T&M, NTE ..... | \$ N/A        |
| G. Advertising, Bidding, Contract Award .....             | T&M, NTE ..... | \$ 6,500.00   |
| H. Paper Copies of Final Project Documents .....          | T&M, NTE ..... | \$ 400.00     |
| I. Construction Administration .....                      | T&M, NTE ..... | \$ TBD        |
| J. Construction Staking .....                             | T&M, NTE ..... | \$ TBD        |
| K. Resident Project Representative .....                  | T&M, NTE ..... | \$ TBD        |
| L. Legal Surveys .....                                    | T&M, NTE ..... | \$ 5,200.00   |
| M. Geotechnical Engineering Coordination .....            | T&M, NTE ..... | \$ 2,700.00   |
| N. Stormwater Pollution Prevention Plan (SWPPP) .....     | T&M, NTE ..... | \$ 4,400.00   |
| O. Record Drawings .....                                  | T&M, NTE ..... | \$ TBD        |
| P. SRF Loan Application and Administrative Services ..... | T&M, NTE ..... | \$ 17,800.00  |
| Q. Additional Meetings .....                              | T&M, NTE ..... | \$ 2,800.00   |
|   | Total Fee:     | \$ 160,700.00 |

|      |                    |
|------|--------------------|
| LS   | Lump Sum           |
| NTE  | Not-to-Exceed      |
| N/A  | Not Applicable     |
| NIC  | Not Included       |
| TBD  | To Be Determined   |
| T&M  | Time and Materials |
| Est. | Estimated          |

The Hourly Rate Schedule is included in Exhibit 'A' and attached to this Agreement to be used for work performed on a *Time and Material* basis.

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30<sup>th</sup> day. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.
5. This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.

6. This Agreement is subject to all the Terms and Conditions listed on the following pages.

| Exhibits    |  | Included                            | Not Included                        |
|-------------|--|-------------------------------------|-------------------------------------|
| Exhibit 'A' | Hourly Rate Schedule   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'B' | Preliminary Project Scope  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'C' | Preliminary Project Schedule   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'D' | Preliminary Opinion of Probable Construction Cost  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'E' | Owner's Responsibilities   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'F' | Duties, Responsibilities and Limitations of Authority of the Resident Project Representative | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**SPECIAL INSTRUCTIONS:**

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**OWNER: CITY OF ANKENY  
ANKENY, IOWA**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**ENGINEER: MCCLURE ENGINEERING COMPANY  
CLIVE, IOWA**

Signed:  \_\_\_\_\_  
Derick Anderson, P.E.

Title: Vice President \_\_\_\_\_

Phone: 515.964.1229 \_\_\_\_\_

Email: [danderson@mecresults.com](mailto:danderson@mecresults.com) \_\_\_\_\_

# McCLURE ENGINEERING COMPANY

## STANDARD TERMS AND CONDITIONS

**ACCESS TO SITE:** The Engineer shall at all times have access to the site to complete his Work.

**INFORMATION PROVIDED BY OTHERS:** The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

**ADDITIONAL SERVICES:** As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

**OWNERSHIP AND REUSE OF DOCUMENTS:** All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

**OPINIONS OF PROBABLE COSTS:** It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

**DISPUTE RESOLUTION:** Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

**CONTRACTOR MATTERS:** The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

**UNDERGROUND UTILITIES:** Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

**SHOP DRAWING REVIEW:** If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**CONSTRUCTION OBSERVATION:** If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

**HAZARDOUS MATERIALS – INDEMNIFICATION:** The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

**PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**INSURANCE:** The Engineer shall maintain insurance to protect the Engineer from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Engineer is legally liable. The amounts and extent of such insurance is as follows:

1. Professional Liability: \$1,000,000 each, \$2,000,000 annual aggregate
2. Vehicle Coverage: \$ Combined Single Limit, \$1,000,000 each
3. Worker's Compensation: \$1,000,000 each, \$1,000,000 each employee
4. General Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate
5. Excess/Umbrella Liability: \$5,000,000 each, \$5,000,000 aggregate

**WAIVERS:** The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

**ASSIGNMENT:** The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

**GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

**COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. 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 Owner or Engineer.

Effective 10/10/18

EXHIBIT 'A'  
**McCLURE ENGINEERING COMPANY**  
**HOURLY RATE SCHEDULE**  
(Effective through December 31, 2020)

| <u>PERSONNEL</u>                         | <u>HOURLY RATE</u> |
|--|--------------------|
| Administrative.....                      | \$80.00            |
| Client Liaison .....                     | \$180.00           |
| Engineer I .....                         | \$110.00           |
| Engineer II.....                         | \$140.00           |
| Engineer III.....                        | \$170.00           |
| Engineer IV .....                        | \$210.00           |
| Project Manager I .....                  | \$170.00           |
| Project Manager II .....                 | \$195.00           |
| Project Coordinator .....                | \$90.00            |
| Principal \$250.00                       |                    |
| Senior Principal .....                   | \$295.00           |
| Community Planner I.....                 | \$135.00           |
| Community Planner II.....                | \$225.00           |
| Landscape Architect I .....              | \$100.00           |
| Landscape Architect II .....             | \$135.00           |
| Engineering Tech I .....                 | \$85.00            |
| Engineering Tech II .....                | \$105.00           |
| Engineering Tech III .....               | \$125.00           |
| Engineering Tech IV .....                | \$160.00           |
| Land Surveyor I.....                     | \$130.00           |
| Land Surveyor II.....                    | \$160.00           |
| On-Site Representative I (OSR I).....    | \$105.00           |
| On-Site Representative II (OSR II) ..... | \$145.00           |
| Crew Chief (CC).....                     | \$120.00           |
| Crew Member (CM) .....                   | \$90.00            |
| Intern .....                             | \$70.00            |
| Survey Crew .....                        | \$200.00           |

EQUIPMENT

|                           |          |
|---------------------------|----------|
| 3D Scanner per Scan ..... | \$30.00  |
| UAV per Flight.....       | \$125.00 |
| Sonar Boat.....           | \$125.00 |

MISCELLANEOUS EXPENSES

|   |                  |
|---|------------------|
| Survey Vehicle Mileage.....                           | \$0.70/Mile      |
| Automobile Mileage (at current IRS rate) .....        | Current IRS Rate |
| Printing.....   | Per Contract     |
| Survey Supplies (Hubs, Lath, Paint, Nails, etc.)..... | Per Contract     |
| Out-of-Pocket Expenses (Meals, Hotels, etc.).....     | Per Contract     |

## EXHIBIT 'B'

### PRELIMINARY PROJECT SCOPE

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#### Design of 24-inch PVC Water Main, Ankeny, Iowa

##### **Project Description:**

The City of Ankeny is planning to extend their potable water distribution system by constructing new 24-inch PVC water main extensions along NW Irvinedale Road to provide water transmission main needed to provide proper water service the northwest region of the city including commercial and residential properties. The scope of this project includes design of approximately 24-inch diameter potable water main using C900 PVC water main. Work also includes the installation of 2" PVC fiber optic conduit with receiving electrical boxes for future fiber optic cable. Upon completion of the entire scope, the water main will connect the existing water pump station to existing water mains adjacent to a proposed future elevated water tank, and have installed buried PVC electrical type conduit to allow fiber optic system to be installed by others thus allowing communication for city services such as telemetry and traffic control. In order to help prepare for future conditions, the preliminary design phase will include modeling the future roadway corridor which is anticipated to be a three lane roadway cross section with storm sewer. When completed the water main will allow for a water main loop to eliminate a couple of large diameter dead-end water mains, increase water pressure, improve reliability, increase flow, and provide for a long term sustainability water main for many generations to come.

##### **Scope of Engineering Services:**

The Scope of Engineering Services for the Project are described as follows:

Part 1: Design and Bidding Phase: This phase will include detailed topographic site survey of project limits for evaluation and alignment selection for proposed 24-inch PVC water main from approximately 9<sup>th</sup> Street going north along the east side of NW Irvinedale Road to 18<sup>th</sup> Street, where the main will tie into an existing 24-inch main. The second part of the alignment begins at approximately 500 feet south of 36<sup>th</sup> Street on the west side, then goes north approximately 500 feet north of 36<sup>th</sup> Street (open cut) where the main will tee with one leg bored under NW Irvinedale Road to tie in with an existing 24" on the east side of NW Irvinedale Road. The other end of the tee will continue north a couple joints of pipe on the west side of the road where it will end. MEC will assist the City in obtaining bids for geotechnical investigation work for soil borings and applicable soils reports, which MEC will review. Upon receiving accurate existing utility information, geotechnical conditions and elevations, the team will evaluate preliminary alignments, pressure requirements, bedding, and depth profiles for the new 24-inch water main. Alignment evaluation will involve reviewing property boundaries for potential alignments to use existing City rights-of-way as the target corridor for these improvements. The future roadway widening will also be considered in the development of the alignment by modeling the future roadway corridor and preliminary storm sewer sizing. Iowa DNR Permits will be applied for and obtained, which includes applicable SRF application and permitting management for City financing requirements. Pending final alignment, SRF approvals, the State of IDNR construction permits will be required which includes detailed engineering memorandum and complete technical specifications using City's standards, which the team will coordinate. McClure will administer project bidding by printing and delivering all project documents, answering contractor or public questions, attend public hearings and attend the bid letting, and review of bidding and associated review for SRF requirements. Scope includes design meetings 30%, 60%, 90%, and 100%, plus 3 meetings during bidding: prebid, bid opening, bid review. Iowa DNR SRF funding coordination will also include coordination for 36<sup>th</sup> Street Water Main project for the City which is being designed by others.

Part 2: Construction Phase Services: Construction phase services shall be mutually agreed upon following the design and bidding of the project.

The preliminary project schedule is included in Exhibit 'C'.



EXHIBIT 'C'

PRELIMINARY PROJECT SCHEDULE

| <u>MILESTONE</u>                                    | <u>DESIGN DRIVEN SCHEDULE</u>                  | <u>TYPICAL IDNR SRF FUNDING<br/>DRIVEN SCHEDULE</u> |
|---|--|---|
| Council Approval of Agreement                       | Monday, April 6 <sup>th</sup> , 2020           | Monday, April 6 <sup>th</sup> , 2020                |
| SRF Funding Submittal Date                          | Monday, June 1 <sup>st</sup> , 2020            | Monday, June 1 <sup>st</sup> , 2020                 |
| SRF Funding Approval<br>Commission Meeting          | Tuesday, September 15 <sup>th</sup> , 2020     | Tuesday, September 15 <sup>th</sup> , 2020          |
| SRF Begin Environmental Review                      | Monday, June 1 <sup>st</sup> , 2020            | Wednesday, September 16 <sup>th</sup> , 2020        |
| 100% Final Plans, Specs & Bid<br>Docs               | Monday, October 5 <sup>th</sup> , 2020         | Monday, October 26 <sup>th</sup> , 2020             |
| Environmental Review Completed<br>(Cat. Ex.)        | Tuesday, December 1 <sup>st</sup> , 2020       | Monday, March 2 <sup>nd</sup> , 2021                |
| IDNR Construction Permit<br>Approval                | Tuesday, December 1 <sup>st</sup> , 2020       | Monday, January 25 <sup>th</sup> , 2021             |
| Final Plans and Specifications<br>Ready for Bidding | Tuesday, December 1 <sup>st</sup> , 2020       | Monday, March 2 <sup>nd</sup> , 2021                |
| Bid Opening at City Hall                            | Wednesday, December 30 <sup>th</sup> ,<br>2020 | Friday, April 2 <sup>nd</sup> , 2021                |
| Review and Approval of Contract<br>Documents        | Monday, February 1 <sup>st</sup> , 2021        | Monday, June 7 <sup>th</sup> , 2021                 |
| Final Completion                                    | Friday, September 24 <sup>th</sup> , 2021      | Friday, December 3 <sup>rd</sup> , 2021             |

**EXHIBIT 'D'**  
**PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

City of Ankeny  
Irvinedale Drive Transmission Main - Phase III  
MEC # 200478

| BID ITEM NO.  | SUDAS ITEM CODE  | DESCRIPTION  | QUANTITY | UNIT  | UNIT COST     | EXTENSION              |
|---|------------------|--|----------|-------|---------------|------------------------|
| <b>DIVISION 1000 - GENERAL</b>                          |                  |  |          |       |               |                        |
| 1.01  | 1000-100-X-2     | Uncharted Utilities Crossing                             | 20       | EA    | \$ 500.00     | \$ 10,000.00           |
| 1.02  | 1000-100-X-3     | Uncharted Utilities Parallel                             | 1,000    | LF    | \$ 30.00      | \$ 30,000.00           |
| <b>DIVISION 2000 - EARTHWORK</b>                        |                  |  |          |       |               |                        |
| 2.01  | 2010-108-A-0     | Clearing and Grubbing                                    | 28.7     | Units | \$ 30.00      | \$ 861.00              |
| 2.02  | 2010-108-B-0     | Clearing and Grubbing                                    | 0.28     | Acres | \$ 12,000.00  | \$ 3,415.98            |
| 2.03  | 2010-108-D-0     | Strip and Respread Topsoil                               | 1,807    | CY    | \$ 10.00      | \$ 18,074.07           |
| 2.04  | 2010-108-G-0     | Subgrade Preparation                                     | 179      | SY    | \$ 2.00       | \$ 357.78              |
| 2.05  | 2010-108-I-0     | Granular Subbase   | 179      | SY    | \$ 7.50       | \$ 1,341.67            |
| 2.06  | 2010-108-L-0     | Compaction Testing                                       | 1        | LS    | \$ 1,500.00   | \$ 1,500.00            |
| <b>DIVISION 3000 - TRENCH EXCAVATION AND BACKFILL</b>   |                  |  |          |       |               |                        |
| 3.01  | 3010-108-C-0     | Trench Foundation  | 1611     | Tons  | \$ 40.00      | \$ 64,440.00           |
| 3.02  | 3010-108-F-0     | Trench Compaction Testing                                | 1        | LS    | \$ 1,500.00   | \$ 1,500.00            |
| 3.03  | 3010-108-D-0     | Replacement of Unsuitable Backfill Material              | 1,591    | CY    | \$ 20.00      | \$ 31,822.22           |
| <b>DIVISION 4000 - SEWERS AND DRAINS</b>                |                  |  |          |       |               |                        |
| 4.01  | 4020-108-A-1     | Storm Sewer Gravity Main, Trenched, 12-IN Dia.           | 147      | LF    | \$ 40.00      | \$ 5,880.00            |
| 4.02  | 4020-108-A-1     | Storm Sewer Gravity Main, Trenched, 15-IN Dia.           | 33       | LF    | \$ 50.00      | \$ 1,650.00            |
| 4.03  | 4020-108-A-1     | Storm Sewer Gravity Main, Trenched, 18-IN Dia.           | 220      | LF    | \$ 55.00      | \$ 12,100.00           |
| 4.04  | 4020-108-C-0     | Removal of Storm Sewer, Less Than or Equal to 24-IN Dia. | 400      | LF    | \$ 11.00      | \$ 4,400.00            |
| 4.05  | 4030-108-B-0     | Pipe Apron, 12-IN Dia                                    | 2        | EA    | \$ 550.00     | \$ 1,100.00            |
| 4.06  | 4030-108-B-0     | Pipe Apron, 15-IN Dia                                    | 1        | EA    | \$ 800.00     | \$ 800.00              |
| 4.07  | 4030-108-B-0     | Pipe Apron, 18-IN Dia                                    | 4        | EA    | \$ 1,200.00   | \$ 4,800.00            |
| 4.08  | 4030-108-C-0     | Footings for Concrete Pipe Aprons                        | 7        | EA    | \$ 1,000.00   | \$ 7,000.00            |
| 4.09  | 4030-108-D-0     | Pipe Apron Guard   | 7        | EA    | \$ 600.00     | \$ 4,200.00            |
| <b>DIVISION 5000 - WATER MAINS AND APPURTENANCES</b>    |                  |  |          |       |               |                        |
| 5.01  | 5010-108-A-1     | Water Main, Trenched, 16-IN, PVC                         | 50       | LF    | \$ 100.00     | \$ 5,000.00            |
| 5.02  | 5010-108-A-1     | Water Main, Trenched, 24-IN, PVC                         | 3,530    | LF    | \$ 140.00     | \$ 494,200.00          |
| 5.03  | 5010-108-A-1     | Water Main, Trenched, 24-IN, PVC RJ                      | 1,100    | LF    | \$ 190.00     | \$ 209,000.00          |
| 5.04  | 5010-108-A-1     | Water Main, Trenchless, 24-IN, PVC                       | 250      | LF    | \$ 600.00     | \$ 150,000.00          |
| 5.05  | 5010-108-C-2     | Fittings for Water Distribution System                   | 5,314    | LB    | \$ 9.00       | \$ 47,826.00           |
| 5.06  | 5010-108-D-0     | Connect to Existing Water Main                           | 6        | EA    | \$ 2,500.00   | \$ 15,000.00           |
| 5.07  | 5020-108-A-0     | Valve, Gate, 24-IN                                       | 7        | EA    | \$ 30,000.00  | \$ 210,000.00          |
| 5.08  | 5020-108-A-0     | Valve, Gate, 16-IN                                       | 2        | EA    | \$ 11,000.00  | \$ 22,000.00           |
| 5.09  | 5020-108-A-0     | Valve, Gate, 12-IN                                       | 3        | EA    | \$ 3,750.00   | \$ 11,250.00           |
| 5.10  | 5020-108-C       | Fire Hydrant Assembly                                    | 4        | EA    | \$ 4,500.00   | \$ 18,000.00           |
| <b>DIVISION 6000 - STRUCTURES FOR STORM SEWERS</b>      |                  |  |          |       |               |                        |
| 6.01  | 6010-108-A-0     | Manhole, Storm Sewer, SW-401, 48-IN Dia                  | 1        | EA    | \$ 5,000.00   | \$ 5,000.00            |
| 6.02  | 6010-108-H-0     | Remove Manhole or Intake                                 | 1        | EA    | \$ 500.00     | \$ 500.00              |
| <b>DIVISION 7000 - STREETS AND RELATED WORK</b>         |                  |  |          |       |               |                        |
| 7.01  | 7010-108-A-0     | Pavement, PCC, 8-IN                                      | 134      | SY    | \$ 70.00      | \$ 9,380.00            |
| 7.02  | 7010-108-I-0     | PCC Pavement Samples and Testing                         | 1        | LS    | \$ 1,500.00   | \$ 1,500.00            |
| 7.03  | 7030-108-A-0     | Removal of Sidewalk                                      | 211      | SY    | \$ 5.00       | \$ 1,055.00            |
| 7.04  | 7030-108-E-0     | Sidewalk, PCC, 6-IN                                      | 211      | SY    | \$ 60.00      | \$ 12,660.00           |
| 7.05  | 7030-108-G-0     | Detectable Warning                                       | 32       | SF    | \$ 45.00      | \$ 1,440.00            |
| 7.06  | DOT 2312-8260051 | Granular Surfacing on Road, Class A Crushed Stone        | 28       | Tons  | \$ 35.00      | \$ 980.00              |
| 7.07  | 7040-108-H-0     | Removal of Pavement                                      | 375      | SY    | \$ 8.00       | \$ 3,000.00            |
| <b>DIVISION 8000 - TRAFFIC CONTROL</b>                  |                  |  |          |       |               |                        |
| 8.01  | 8030-108-A-0     | Temporary Traffic Control                                | 1        | LS    | \$ 30,000.00  | \$ 30,000.00           |
| 8.02  | 8010-201-A-3     | Composite Handhole and Cover                             | 4        | EA    | \$ 1,000.00   | \$ 4,000.00            |
| 8.03  | 8010-201-B       | Conduit, Trenched, PVC, 2 In. Dia. w/Tracer Wire         | 3,000    | LF    | \$ 20.00      | \$ 60,000.00           |
| 8.04  | 8010-201-B       | Conduit, Trenchless, PVC, 2 In. Dia. w/Tracer Wire       | 300      | LF    | \$ 40.00      | \$ 12,000.00           |
| <b>DIVISION 9000 - SITE WORK AND LANDSCAPING</b>        |                  |  |          |       |               |                        |
| 9.01  | 9010-108-A-0     | Seeding  | 3.04     | AC    | \$ 6,000.00   | \$ 18,264.46           |
| 9.02  | 9040-108-A-1     | Stormwater Pollution Prevention Plan Preparation         | 1        | LS    | \$ 5,000.00   | \$ 5,000.00            |
| 9.03  | 9040-108-A-2     | Stormwater Pollution Prevention Plan Management          | 1        | LS    | \$ 5,000.00   | \$ 5,000.00            |
| 9.04  | 9040-108-N-0     | Silt Fence, Inlet protection, Erosion Control Items      | 1        | LS    | \$ 18,000.00  | \$ 18,000.00           |
| <b>DIVISION 11000 - MISCELLANEOUS</b>                   |                  |  |          |       |               |                        |
| 11.01   | 11010-108-A-0    | Construction Survey                                      | 1        | LS    | \$ 5,000.00   | \$ 5,000.00            |
| 11.02   | 11020-108-A-0    | Mobilization   | 1        | LS    | \$ 126,000.00 | \$ 126,000.00          |
| <b>ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST</b> |                  |  |          |       |               | <b>\$ 1,706,300.00</b> |
| CONTINGENCY ALLOWANCE (15%)                             |                  |  |          |       |               | \$ 256,000.00          |
| ENGINEERING DESIGN SERVICES (10%)                       |                  |  |          |       |               | \$ 170,630.00          |
| ENGINEERING CONSTRUCTION SERVICES (10%)                 |                  |  |          |       |               | \$ 170,630.00          |
| <b>ENGINEER'S OPINION OF PROBABLE PROJECT COST</b>      |                  |  |          |       |               | <b>\$ 2,303,560.00</b> |

## EXHIBIT 'E'

### OWNER'S RESPONSIBILITIES

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**OWNER** shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.