PROFESSIONAL SERVICES AGREEMENT

I. NAME OF PARTIES OF THE AGREEMENT

This Agreement made and entered into this 6th day of July, 2015 by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter called "CITY" and Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, Iowa 50023, a corporation, hereinafter called "ENGINEER" as follows:

II. NAME OF PROFESSIONAL SERVICE

The CITY shall retain the ENGINEER to complete Professional Services including topographic survey, preparation of contract documents, and bidding phase services for the SW VINTAGE PARKWAY CONNECTION PROJECT which includes the remaining portion of SW Vintage Parkway from 1,000 feet east of SW Irvinedale Drive to 2,000 feet west of SW State Street, hereinafter called the "PROJECT" (See Exhibit A, attached hereto and by this reference made a part hereof).

A. ASSIGNMENT OF PROJECT DIRECTOR AND PROJECT MANAGER

The ENGINEER shall assign Mark A. Land, P.E. to direct the PROJECT described in this Agreement. The ENGINEER shall assign Gabriel A. Nelson, P.E. to manage the PROJECT described in this Agreement.

B. CHANGES IN PROJECT DIRECTOR AND/OR MANAGER

The CITY has the right to approve or disapprove any proposed change from the individuals named in Article II (A). The CITY shall be provided with a resume of any proposed substitute and shall be given the opportunity to interview that person prior to its decision to approve or disapprove.

III. SCOPE OF WORK

A. GENERAL

The ENGINEER shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as named in Article II and as described hereinafter as follows:

1. The PROJECT shall include the following:

   a. Paving of a 4-lane street with a 16-foot wide grass median. There will be four intersections with side streets. A parking lane will be on the south side of the street.

b. ADA compliant sidewalk ramps will be constructed at each intersection.

c. Sanitary sewer will be constructed under the eastbound lanes to tie into the existing sanitary sewer system.

d. Storm sewer will be constructed along the corridor to handle street drainage. Subdrain and footing drain collectors will be constructed to handle subsurface drainage. Detention is being provided in previously designed and constructed regional detention basins. No additional detention will be constructed with the project.

e. Street trees and shrubs will be designed for the project.

f. Water main through the corridor was already constructed as part of a previous project. Additional water main stubs will be included at each intersection to get the water main to the street right of way.

2. The ENGINEER will complete design, plans and specifications, and contract documents for the proposed PROJECT. Construction staking, administration, observation, and final project acceptance will be performed under a separate agreement.

B. BASIC ENGINEERING SERVICES

The ENGINEER will provide the Basic Engineering Services as follows. Payment shall be made as specified in Article VI of this Agreement.

1. Project Administration

The ENGINEER shall perform the following administrative services during the design of the PROJECT:

a. Monthly progress reports to the CITY.

b. Monthly billing reports.

c. Project coordination for engineering and coordination with the CITY, adjacent developers, and utility companies.

d. Project design review with the CITY, as needed.

e. Coordination meetings with franchise utilities.

f. Miscellaneous meetings to review progress and attend informal meetings, Council meetings, and Public Hearings. Two (2) meetings are assumed.

2. Survey and Base Drawings

a. Site Features - A topographic field survey will be performed of the above ground physical features including pavements, trees, buildings with elevations at doorways that exit at grade, utility appurtenances, etc. within the limits of the area requiring grading, PCC pavement, and sidewalk construction. A 200-foot corridor centered on the roadway will begin 150 feet from the existing end of pavement at each end of the project.

b. Existing Utilities – The ENGINEER will utilize the design information and design locate process through the Iowa One Call system. Utilities that are located in the field will be surveyed and included on the base map.

c. Boundary Survey – Right of way lines adjacent to the topographic survey areas will be established. The ENGINEER will prepare an acquisition plat of the street right of way and forward to the CITY to transfer the property for the right of way. No other right of way acquisition services beyond preparing the acquisition plat are included in this scope of services.

3. Design and Construction Plans

a. The ENGINEER shall prepare construction documents for the PROJECT.

b. The plans will include details necessary for project construction and will be appropriate for a letting through the City. The PROJECT is funded with local funds with no federal or state aid. No bid letting through the Iowa DOT is anticipated.

c. The street horizontal and vertical alignments have been designed as part of a previous project. It is anticipated the previously designed horizontal and vertical alignments will be used for design. While minor changes to the vertical alignment are anticipated, major developer or client requested revisions will be considered additional services. The grading, sidewalk, and PCC pavement construction areas will include plan and profile drawings, design of sanitary sewer and storm sewer, and cross sections showing grading. Electronic files to support automated machine guidance will be made available to contractors during bidding after signing the ENGINEER's standard electronic media release.

d. The ENGINEER will prepare storm sewer calculations and submit to the CITY for review. The CITY will provide the ENGINEER with previously prepared storm water calculations for past projects in the area to aid in the storm sewer design. Detention and storm water

quality for the site is being provided in previously designed regional basins. No detention design is included in this scope.

e. Water main stubs 6 or 8 inches in diameter will be constructed at each sidestreet intersection for future development.

f. Iowa Department of Natural Resources construction permits for sanitary sewer and water main will be prepared and submitted. Submittal fees are included in this contract.

g. Intersection spot elevations and jointing will be designed for 4 intersections. The locations of the intersections will be provided by the adjacent developer. Design will include the end of return on the sidestreet.

h. The plans will include the design of sidewalk ramps at 4 intersections (assuming 14 corners total). The sidewalk ramp design will be shown on intersection sheets with spot elevations meeting federal Americans with Disabilities Act (ADA) requirements. No Iowa DOT style "S" sheets are included in this scope.

i. Geotechnical investigations were previously completed in 2007 for a street alignment to the north of the proposed SW Vintage Parkway alignment. This geotechnical investigation will be used for design of the improvements. No additional soil borings are included.

j. Probable Costs - The ENGINEER shall prepare a statement of the total probable cost for the PROJECT based upon the design developed. Statements of probable construction costs prepared by the ENGINEER represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER does not guarantee that any actual cost will not vary from any cost estimate prepared by the ENGINEER.

4. Landscape Design

a. The project design will include 4 rows of street trees and shrubs at the median noses that are consistent in character with the improvements that were completed on the existing street at the west and east ends of the project.

b. No brick/concrete paver crosswalks will be included in the project.

c. The CITY may elect to bid the landscaping improvements as a separate project. This scope anticipates the landscaping improvements

will be included in the street paving contract. The CITY will internally manage the contract document preparation, bidding, and construction administration of the landscaping improvements if not included in the street paving project.

5. Street Lighting Layout

   a. The ENGINEER shall provide a drawing showing street light locations. The lighting levels will be analyzed assuming Mid American Energy standard fixtures that will be selected by the CITY.

   b. After review by the CITY, the ENGINEER shall provide the drawing to Mid American Energy for determination of power and wiring needs and installation by MidAmerican Energy.

6. Bid Assistance

   a. The project will be let by the CITY and the ENGINEER shall supply the necessary documents for this process.

   b. The ENGINEER shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CITY during this phase of services.

   c. The ENGINEER shall attend the meeting at which bids are received, tabulate the bids, and make recommendations to the City Council regarding the awarding of the construction contract to the lowest qualified bidder.

C. CONSTRUCTION SERVICES SHALL BE PERFORMED UNDER SEPARATE AGREEMENT.

D. EXTRA SERVICES

The following items shall be considered extra services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which the ENGINEER could perform upon request.

a. Wetland Delineation
b. Bat Habitat Survey
c. 404 permitting
d. NPDES permit application fees
e. Street lighting electrical design and plans
f. Separately bid landscaping construction contract
g. Client requested major revisions
h. Right of way services

IV. RESPONSIBILITY OF THE CITY

At its own expense, the CITY shall have the following responsibilities regarding the execution of the Contract by the ENGINEER.

A. PROJECT OFFICER

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

B. PROMPT RESPONSE

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

C. PROJECT REQUIREMENTS

The CITY shall furnish the following information for the PROJECT: Design and construction standards; construction documents of projects within close proximity; known property locations and conditions; zoning or deed restrictions; approved Assessment method and formula; licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or PROJECT; all necessary forms and/or documents to complete each acquisition and/or provide the services of CITY'S attorney to supervise, review, and approve any and all legal documents; and permission for access to private property if necessary to perform work.

V. WORK SCHEDULE

The ENGINEER shall complete the BASIC SERVICES to accommodate a November, 2015 bid letting.

VI. COMPENSATION AND TERMS OF PAYMENT

The CITY shall pay the ENGINEER in accordance with the terms and conditions of this Agreement.

A. FEES
The above scope of services shall be provided for the following hourly not to exceed fee:

B. BASIC SERVICES

1. Project Administration	$5,000
2. Survey and Base Drawings	$4,000
3. Design and Construction Plans	$59,000
4. Landscape Design	$10,000
5. Street Lighting Layout	$3,000
6. Bid Assistance	$2,000

SUBTOTAL FOR BASIC SERVICES.....$83,000

C. CONSTRUCTION SERVICES
Construction Services shall be performed under a separate Agreement.

SUBTOTAL CONSTRUCTION SERVICES.....By Amendment

TOTAL HOURLY NOT TO EXCEED FEE $83,000

VII. METHOD OF PAYMENT

A. The ENGINEER shall submit billings for Basic Services to the CITY on a thirty (30) day basis under separate cover and shall be paid by the CITY within fourteen (14) days after approval by the City Council. The CITY shall pay the ENGINEER a percentage of the total fee for each phase or a cost not to exceed the amount shown in accordance with the schedule shown below.

B. Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the ENGINEER by the CITY.

VIII. TERMINATION OF AGREEMENT

The ENGINEER or CITY may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

IX. CONFLICT OF INTEREST

No elected official or employee of the CITY who exercises any responsibilities in review, approval, or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her direct or indirect personal or financial interest.

X. ASSIGNABILITY

The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the CITY.

XI. TITLE TRANSFER

All drawings, specifications, and other work products of the PROJECT are instruments of services for this PROJECT only and shall remain the property of the ENGINEER. The ENGINEER may deliver to the CITY, at the CITY's request, paper or electronic media copies of documents prepared in accordance with this Agreement. The CITY may make hard copies or electronic copies of these documents for purposes supporting the intended use of the project. Any reuse or modification of the documents supplied by the ENGINEER for purposes of the PROJECT, including electronic media will be at the recipient's risk and responsibility. Electronic media will be provided as is without warranty, and it shall be the CITY'S responsibility to reconcile this electronic data with the paper plans, and that the paper plans shall be regarded as legal documents for this PROJECT.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the ENGINEER under this Agreement shall be made available to any individual or organization by the ENGINEER without prior written approval of the CITY.

XIII. 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	$2,000,000 each claim; 2,000,000 aggregate
2. Vehicle Coverage - Bodily Injury	$1,000,000 combined single limit (each accident)
3. Workmen's Compensation	$ 100,000 each accident
4. General Liability	$ 1,000,000 each occurrence and 2,000,000 aggregate

XIV. DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the ENGINEER and CITY agree to attempt to resolve such dispute(s): first, by direct negotiations between the appropriate representatives of each party; second, by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties; third, after the above attempts are exhausted, the parties agree that any remaining unresolved issues may be submitted to a court of competent jurisdiction.

XV. ENGINEER'S RESPONSIBILITY

The ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by the ENGINEER under this Agreement, except for that work provided by the CITY. The ENGINEER shall, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the CITY of any such work shall not in any way relieve the ENGINEER of responsibility for the technical accuracy and adequacy of said services. The CITY's review, approval, or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

XVI. COMPLETENESS OF THE AGREEMENT

This document contains all terms and conditions of this Agreement and any alteration shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

XVII. ENGINEER'S CERTIFICATION OF REPORT

The ENGINEER shall place his certification on the Contract Documents, all in conformity with Chapter 542B, Code of Iowa.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and the year first above written.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

_____

By_____
MAYOR

ATTEST:

ENGINEER
SNYDER & ASSOCIATES, INC.

_____

By_____
MARK A. LAND, VICE PRESIDENT

ATTACHMENT A

SNYDER & ASSOCIATES, INC.
2015-16
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal	$183.00	/hour
Principal	$172.00	/hour
Senior	$156.00	/hour
VIII	$144.00	/hour
VII	$137.00	/hour
VI	$132.00	/hour
V	$123.00	/hour
IV	$112.00	/hour
III	$104.00	/hour
II	$94.00	/hour
I	$81.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	$110.00	/hour
Senior	$106.00	/hour
VIII	$99.00	/hour
VII	$91.00	/hour
VI	$81.00	/hour
V	$73.00	/hour
IV	$67.00	/hour
III	$56.00	/hour
II	$47.00	/hour
I	$42.00	/hour
Administrative		
II	$56.00	/hour
I	$46.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

SNYDER & ASSOCIATES
Engineers and Planners

EXHIBIT A
SW VINTAGE PARKWAY CONNECTION PROJECT
ANKENY, IOWA

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Date: 6/18/2015