CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: November 16, 2014**

Resolution - Approving Professional Services Agreement
In-Fill Street Light Analysis
HR Green, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $49,500.00.

Should the cost for the professional engineering services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council.

All costs for these services can be paid from budgeted account no. 3518.75.820.6.7910.

BACKGROUND:

Approval of this action authorizes HR Green Inc., to perform the design necessary to establish the number of street lights adjacent to in-fill sites throughout City so when developed/redeveloped the Petitioner will know the number of street lights required. The cost for this work will be recouped by a fee charged to the Petitioner based on the number of required street lights adjacent to their site. The installation of street lights on steel poles and underground wiring is generally the responsibility of the adjacent property owner when the site is initially developed or re-developed. What we have observed on these types of projects is that the cost of the street light analysis and design may approach the cost of the required street lights due to small scale of the project. This proposed approach is intended to increase the scale of the analysis and design work so the per light design and analysis cost is decreased on all these smaller in-fill sites.

The Engineering Services Department retains design consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute engineering work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: - None

RECOMMENDATION:

City Council Adopt:
- Resolution Approving Professional Services Agreement.

Lead Staff Member: **Duane C. Wittstock, P.E., L.S., City Engineer** DW

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Dick Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	July 20, 2015		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

WHEREAS, funding is available for the following described public project:

In-fill Street Light Analysis
0510-079-2015

and,

WHEREAS, to complete said project Plans, need to be prepared; and,

WHEREAS, Engineering Services Department staff have recommended Plans, be prepared by HR Green Inc.; and,

WHEREAS, the Engineering Services Department has obtained a written proposal from HR Green Inc. to do the work requested, which estimates the following cost to the City of West Des Moines;

I. Basic Services of the Consultant	**$ 49,500.00**
II. Resident Consultant Services	**N/A**
Total	**$ 49,500.00**

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that HR Green Inc. is hereby directed to prepare Plans, for the above named public project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with HR Green Inc., for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED this 16th day of November 16, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
IN-FILL STREET LIGHT ANALYSIS
WDM Project No. 0510-079-2015

This Agreement is made and entered into this _____ day of _____, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR GREEN, INC., (Fed. I.D. #42-0927178), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	$ 49,500.00
II. Resident Consultant Services	$ N/A

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation

insurance coverage for Consultant and all Consultants' personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: HR Green, Inc.
Attn: David J Moermond, P.E.
Address: 5525 Merle Hay Rd., Ste. 200
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

HR GREEN, INC.

BY: _____
David J. Moermond, P.E., Vice President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1
SCOPE OF SERVICES
IN-FILL STREET LIGHTING PROJECT
WDM Project No. 0510-079-2015

Project Description: The proposed project involves street lighting analysis for City street segments presently having no lighting or wooden pole-mounted lighting, located in areas with active development. The study includes the following street segments:

1. **University Ave**: 88th Street to 71st Street,
2. **University Ave**. 28th Street to 22nd Street
3. **Westown Parkway**: I-35 to Valley West Drive
4. **Buffalo Road**: 19th Place to East corporate limits
5. **Ashworth Road**: Valley West Drive east 650LF
6. **Ashworth Road**: 28th Street east 26th Street
7. **Ashworth Road**: 19th Street east 1300 LF
8. **Ashworth Road**: 13th Street to 8th Street
9. **Ashworth Road**: 4th Street to 1st Street
10. **Vine Street**; 28th Street to 24th Street.
11. **Vine Street**: Grand Avenue to 14th Street,
12. **Grand Avenue**: Railroad Ave. to 1st Street
13. **Century Dr**. 88th Street to 87th Street
14. **Maple Street**: 14th Street to 9th Street
15. **Delavan Dr.:** Grand Ave. East to Dead End
16. **Lincoln Street** 225 ft. East and 425 ft. West of 13th Street
17. **Bennet Drive** 19th Street east to Dead End
18. **Fuller Road**: to Mills Civic Parkway East 1200 LF
19. **Fuller Road**: 19th Street to Railroad Ave.
20. **88th Street**: Cascade Avenue north 600LF
21. **88th Street**: Century Drive south 600LF
22. **88th Street**: Westown Parkway to Railroad Crossing
23. **Jordan Creek Parkway**: I-80 to University Avenue
24. **42nd Street**: Ashworth Road to I-235
25. **Valley West Drive**: Ashworth Road to I-235
26. **28th Street**: Ashworth Road north 460LF
27. **28th Street**: Westown Parkway north 700 LF
28. **19th Street**: Industrial Circle to Fuller Road
29. **19th Street**: Fuller Road to Grand Ave.
30. **19th Street**: E.P. True to Walnut
31. **19th Street**: Prospect Ave. to Ashworth Road
32. **Industrial Circle**: 19th Street to 18th Street
33. **18th Street**: Industrial Circle to Fuller Road
34. **S. 16th Street**: Fuller Road south to Dead End
35. **14th Street**: Grand Ave. north 350 LF
36. **13th Street**: Grand Ave. north 175 LF
37. **13th Street:** Lincoln Street to Railroad Avenue
38. **12th Street:** Grand Ave. north 350 LF +/-
39. **11th Street**: Lincoln Street to Railroad Avenue
40. **9th Street**: Maple to Elm
41. **8th Street**: Prospect Ave. to Grand Ave.

42. **7th Street**: Walnut Street to Locust Street
43. **6th Street**: Railroad Avenue to Locust Street
44. **5th Street:** Walnut to Locust
45. **4th Street**: Railroad Avenue to Walnut Street
46. **4th Street**: Hillside to Prospect
47. **1st Street**: Lincoln Street to Grand Ave.
48. **Contingency**: Up to 5 additional street segments not listed above, totaling less than 2640 LF

The deliverables will consist of:

(1) A Technical Memorandum outlining the lighting analysis, study methods and presenting a matrix of luminaire spacing for various roadway widths, functional classification and adjacent land use.
(2) GIS shape file containing recommended pole locations and luminaire size.

I. Basic Services of the Consultant.

The Engineer shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Engineer full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Engineer shall provide the following basic services in regard to the Project.

A. Photometric Analysis

Photometric analysis will be conducted to determine the recommended luminaire spacing for each roadway segment identified above. Methodology and illumination criteria will be consistent with the City of West Des Moines Administrative Policy for Street Lighting, authorized by the City Council effective August 20, 2012.

As an outcome of photometric analysis, the Consultant will develop a matrix (tabulation) expressing maximum allowable luminaire spacing as a function of roadway width, functional classification and adjacent land use. The following parameters will be used:

- Roadway Width
  - 26' B-B
  - 31' B-B
  - 37' B-B
  - 48' B-B
  - 61' B-B
  - 65' B-B
- Functional classifications
  - Local
  - Collector
  - Arterial
- Land Uses
  - Single Family Residential
  - Medium and High Density Residential
  - Commercial/Office

- Luminaire Type: Light Emitting Diode (LED)
- Wattage (as HPS-equivalent)
    - 100 W
    - 150 W
    - 250 W

Nominal mounting heights will be based on currently available pole structures from MidAmerican Energy. Mounting heights of 25', 31' and 33' will be examined.

B. Technical Memorandum

The Consultant will prepare a Technical Memorandum summarizing the study methods, analysis, and present a matrix (tabulation) of recommended street light spacing. This tabulation is not intended as a final lighting design, but rather as a method to analyze street lighting needs, recommend locations for the selected street segments and provide Mid-American Energy the information with which to develop a street light proposal.

C. GIS File

Based on the tabulation developed via photometric analysis, the Consultant will develop an approximate pole layout for each street segment identified herein. Layout will be prepared in GIS, and results will be delivered to the City as a GIS shape file. Attribute data for each pole location will include the following:

- GPS coordinate (center of luminaire)
- Mounting height
- Wattage

D. Project Management & Meetings

The project manager for the Engineer will be responsible for, scheduling of staff, review of progress, invoicing and senior review of deliverables. It is also estimated that the engineer's staff will attend approximately one meeting per month with the City, and others to review progress, assist in decision making, and receive direction from the City. It is understood by the parties that the Engineer will attend additional meetings as needed to complete the Project.

II. RESIDENT CONSULTANT SERVICES

(Not used in this agreement)

III. ADDITIONAL SERVICES

The following services are not included in this scope of services but are available as additional work:

A. Construction staking
B. Locating underground utilities
C. Electrical design

ATTACHMENT 2

PROJECT SCHEDULE

IN-FILL STREET LIGHTING PROJECT

WDM Project No. 0510-079-2015

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

I. Basic Services of the Consultant

A. Notice to Proceed ---------- November 2015
B. Data Gathering and Photometric Analysis ---------- November – December 2015
C. Technical Memorandum ---------- December 2015
D. GIS File ---------- November 2015 - January 2016
E. Project Completion ---------- February 2016

II. Resident Consulting Services ---------- Not Applicable

ATTACHMENT 3
SCHEDULE OF FEES
IN-FILL STREET LIGHTING PROJECT
WDM Project No. 0510-079-2015

HR GREEN, INC.
Billing Rate Schedule
Effective January 1, 2014

Professional Services	Billing Rate
Principal	$210
Senior Professional	$185
Professional	$155
Junior Professional	$105
Senior Technician	$115
Technician	$90
Senior Field Personnel	$105
Field Personnel	$90
Administrative	$70
Administrative Coordinator	$110

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be reimbursed on the basis of $0.85 per mile.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of $6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.