CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: November 16, 2015**

Resolution - Approving Professional Services Agreement
South 60th Street and Mills Civic Parkway Intersection Improvements
Foth Infrastructure and Environment, LLC.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $91,800.00. In addition, the cost for performing resident consultant services will not exceed $45,000.00. City staff will not authorize the consultant to proceed with the construction inspection services portion of the Agreement until such time as a determination is made as to whether or not City inspection staff is available to perform the work.

Should the cost for the professional 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 work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract.

All costs for these services can be paid from budgeted account no. 4061.75.820.6.7920 with the ultimate funding intended to come from General Obligation Bonds and TIF.

BACKGROUND:

Approval of this action authorizes Foth Infrastructure and Environment, LLC, to perform the engineering services necessary for the South 60th Street and Mills Civic Parkway intersection improvements. The project will construct a westbound to north bound right turn lane on Mills Civic Parkway. The project will be coordinated with the South 60th Street project south of Mills Civic Parkway.

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, the City staff then negotiates a fee with the consultant for performing the desired scope of services. The City staff attempts, whenever feasible, to distribute professional services 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**

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinki, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	November 9, 2015		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

South 60th Street and Mills Civic Parkway Intersection Improvements
Project No. 0510-051-2014

and,

WHEREAS, to complete said project Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared; and,

WHEREAS, Development Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Foth Infrastructure and Environment, LLC., and,

WHEREAS, the Development Services Department has obtained a written proposal from Foth Infrastructure and Environment, LLC., to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	**$91,800.00**
Resident Consultant Services	**$45,000.00**
Total	**$136,800.00**

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Foth Infrastructure and Environment, LLC., is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named public project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with Foth Infrastructure and Environment, LLC., 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, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Ryan t. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
Mills Civic Parkway and S. 60th Street Intersection Improvements
WDM PROJECT NO. 0510-051-2014

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 FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC., (Fed. I.D. #20-5814224), 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	$ 91,800.00
II. Resident Consultant Services	$ 45,000.00

   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 Consultant's 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; $3,000,000 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 on this project. 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: Foth Infrastructure and Environment, LLC
Attn: Patrick P. Kueter, P.E.
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, IA 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.

CONSULTANT

BY: _____
Patrick P. Kueter, P.E., Client Director

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

WITNESS:

BY: _____
Molly D. Long, P.E., Lead Engineer

ATTACHMENT 1
SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant 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 Consultant 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 Mills Civic Parkway and S. 60th Street Intersection Improvements project is generally described as follows:

The Conceptual Development, Preliminary Surveying and Mapping, Preliminary Design, Final Plans and Specifications, Construction Administration and Resident Consulting Services for the proposed addition of a westbound Mills Civic Parkway right turn lane to northbound S. 60th Street in Polk County.

This scope of services is based on the following project assumptions:

- The existing traffic signal pole in the northeast corner of the intersection will need to be relocated and rewired. All other poles to remain as is.
- Require the addition of pedestrian push buttons at all cross walks.
- Includes temporary traffic signal layout for constructability.
- No permanent right-of-way is required to construct project.
- Pedestrian ramps located in the western half of the intersection will remain in place.
- Project to be designed in calendar years 2015/2016 and constructed in calendar year 2016.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

A. Conceptual Intersection Design

Complete conceptual intersection design for the proposed improvement. The primary focus will be on development of the turn lane layouts and order of magnitude right-of-way and utility impacts based on proposed geometrics.

The work to be performed by the Consultant under Conceptual Design phase shall consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will develop and submit to the City design criteria to be used in the developing the intersection improvements. Criteria will conform to the City and SUDAS Standards. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Horizontal clearance.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.

- Utility corridor locations.

The Consultant will prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 - Traffic Review/Analysis – Task performed by City.

Task 3 - Conceptual Roadway Alignments

Task 4 – Major Roadway Culvert Conceptual Development: – Task not used..

Task 5 – Prepare Exhibits
Exhibits will consist of aerial mosaics for the project with the major project features indicated on the aerial photograph. Include coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical sections of the roadway. The figure will indicate possible wetlands, wetland mitigation site, right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 6 – Conceptual Design Meeting(s)
It is estimated that the Consultant's staff will attend one (1) meeting(s) with the City, and others to review progress, assist in decision-making, and receive direction from the City during the conceptual design. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

B. Design Surveys and Mapping

The Consultant shall perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey
Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey
Perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Task 3 - Utility Survey
Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate utility locations established by others;

excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Wetland Delineation Survey – Task not used.

Task 5 - Property Ownership and Research
Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 6 - Right-of-Way Survey
The Consultant shall perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 7 - Project Base Map
Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that two (2) parcels are within the project limits.

Task 8 - Soil-Boring Location Survey– Task not used.

Task 9 – Pond Sediment Survey– Task not used.

Task 10 - Public Notice of Project

Prepare project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipate schedule and contact information. Distribute the notice letter following the City review and approval.

C. Functional Design

Complete functional design for the street improvements based on the approved Conceptual Design. The primary focus will be on refinement of the geometric plan developed during the Conceptual Design and refine/incorporate vertical profiles, existing and propose utility locations, right-of-way requirements, and proposed property impacts.

The work to be performed by the Consultant under Function Design phase shall consist of the following tasks:

Task 1 - Develop Typical Sections
Develop typical sections for the mainline street improvements in consultation with the City. Prepare typical sections, including lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, clear-zones and identify potential storm sewer, sanitary sewer, water main and other utility locations in the typical roadway sections.

Task 2 - Develop Functional Geometrics
Develop preliminary roadway and intersection geometrics for the project.

Task 3 - Develop Horizontal Alignments and Vertical Profiles
Utilizing preliminary geometrics; develop horizontal alignments and vertical profiles for the mainline and connecting roadways based on the Design Criteria Technical Memorandum.

Task 4 – Major Roadway Culvert Design – Task not used.

Task 5 – Water Main Design – Task not used.

Task 6 – Sanitary Sewer Design – Task not used.

Task 7 – Prepare Functional Design Plans
Based on functional design task, prepare functional level plans depicting proposed grading, drainage, paving, utility relocation, and other features of the project. The functional plans will include but not be limited to the following:

Title and General Information Sheets (A Sheets)
Assemble preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.

Typical Cross Sections (B Sheets)
Develop and assemble typical cross sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical cross sections will include but not be limited to the proposed grading, drainage and paving improvements.

Plan and Profiles (D and E Sheets)
Develop functional plan and profile sheets that show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines

will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=20'.

Traffic Control and Staging (J Sheets)
Develop high-level staging plan that maintains local access and accommodates other Capital Improvement Plans in the vicinity of this project.

Roadway Lighting Photometric Plan (P Sheets) – Task not used.

Intersection Geometrics Truck Turning Movements (TM Sheets)
Develop intersection geometric plans that accommodate design vehicle turning movements. Show vehicle turning movement path, major intersection radius and taper geometry.

Detailed Cross Sections (W, X, Y Sheets)
Develop and assemble detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 8 - Functional Plan Field Review
Prepare materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 9 - Utility Research
The Consultant will meet with the utility companies, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 10 – Functional Budget Review
Prepare opinion of probable construction cost for the project and compare the cost to the City's current Project budget. Make recommendations pertaining to modifications to the Project if necessary to address budgetary concerns. Cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Task 11 – Functional Design Meetings
It is estimated that the Consultant's staff will attend one (1) meeting(s) with the City, and others to review progress, assist in decision-making, and receive direction from the City during the functional design phase. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

The City will review the functional design plans. Suggested revisions or design modifications would be addressed in the preliminary design phase. A brief memorandum with supporting marked-up plan sets will serve to document completion of this task and acknowledgement of design changes to be executed in preliminary design phase.

D. PROJECT COORDINATION

The Consultant will complete the following project coordination as part of Functional Design.

Task 1 - Maintain/Update Mailing List

The Consultant will maintain the project mailing list and update it as needed to include all local officials, agencies and interested parties. The City will provide the initial list of interested parties.

Task 2 - Project Newsletters – Task not used

Task 3 - Public Information Meetings – Task not used

Task 4 - Individual Property Owner Meetings
Conduct meetings with individual property owners to discuss the specifics of the project (access issues, changes in circulation, potential right-of-way needs, and other issues) as it relates to their specific parcel. Obtain information regarding any issues the property owner feels is important, and solicit input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and potential right-of-way negotiations.

For budgetary purposed, it is anticipated that two (2) meeting(s) with two (2) individual property owners for estimating purposes.

Task 5 – Design Utility Coordination Meetings
The Consultant will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second will be preliminary/final design review and coordination meetings.

Task 6 - Periodic Meetings with Local Elected Officials - Task performed by City.

Task 7 - Project Management
The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables. For estimating purposes, it is assumed that the project duration will be nine (9) months.

E. Preliminary Plans

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 - Title and General Information Sheets (A Sheets)
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.

Task 2 - Preliminary Typical Cross Sections (B Sheets)
This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Task 3 - Preliminary Estimate of Quantities (C sheets)
This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Task 4 - Preliminary Plan and Profiles (D and E Sheets)
This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=50'.

Task 5 - Reference Ties and Bench Marks (G Sheets)
This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Task 6 - Preliminary Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)
Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that the roadway will be closed during construction and a single detour plan will be implemented.

Develop pavement marking and traffic signing plans to be placed into service following construction. The traffic control devices, procedures, and layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

Task 7 - Preliminary Intersection Geometrics (L Sheets)
Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. Show truck turning movements for the selected design vehicle or vehicle combinations. The scale of these plan sheets will be 1"=20'.

Task 8 - Preliminary Storm Drainage Design (M Sheets)
Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical Profiles are not developed as part of this task.

Task 9 - Traffic Signal Design (N Sheets) – Task not used.
This task consists of preliminary traffic signal layout for the following intersections:

- Temporary Traffic Signal
- Mills Civic Parkway and S. 60th Street

The preliminary plans will include traffic signal pole layout and major equipment layout. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City, and the Manual on Uniform Traffic Control Devices (MUTCD).

Task 10 - Roadway Lighting Photometric Plan (P Sheets)
This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and MidAmerican Energy Company to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

Task 11 - Preliminary Sanitary Sewer and Water Main Design (R Sheets) – Task not used

Task 12 - Accessible Curb Ramp Design (S Sheets)
Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirement, review general horizontal curb openings, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Task 13 - Preliminary Special Construction Details (U Sheets)
This task consists of preliminary design and drafting associated with special project details.

Task 14 - Roadway Culvert - Type, Size and Location (TS&L) Plans (V Sheets) – Task not used.

Task 15 - Detailed Cross Sections (W, X, Y Sheets)
This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity esti
mating purposes.

Task 16 - Soil Borings – Task not used.

Task 17 - Preliminary Field Review
This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 18 - Acquisition Plats
Prepare acquisition plats and legal descriptions for property to be acquired for the Project and perform land corner and lot surveys as needed for the preparation of the acquisition plats and legal descriptions for each parcel. Said plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a licensed land surveyor under the laws of the State of Iowa. For Estimating purposes, the following numbers of plats are assumed:

Permanent (Fee Title) Right-of-Way Acquisition Plat	0
Temporary Construction Easement	2
Permanent Easements	
Sanitary Sewer Easement	0

Water Main Easement	0
Storm Sewer Easement	0
Overland Flowage Easement	0

This task also consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and shall also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 19 - Preliminary Design Review Meetings
It is estimated that the Consultant's staff will attend one (1) meeting(s) with the City, and others to review progress, assist in decision-making, and receive direction from the City during the preliminary design phase. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 20 - Quality Control
Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

F. Environmental Documentation – Task not used.

G. Final Plans and Specifications
Based upon approved preliminary design, field exam, and public informational meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 - Final Plans
The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Design Traffic Data.

Final Typical Sections (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Final Plan and Profiles (D and E Sheets) - This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task

also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Traffic Control, Staging and Pavement Markings (J Sheets) – This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans. It is assumed that the City will layout and install and install the permanent signing for the Project.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets) - This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non- typical pavement areas.

Final Design of Storm Drainage Systems (M Sheets) - This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.

Final Traffic Signal Design (N Sheets)
This task consists of the final design and drafting of permanent and temporary traffic signals at the designated locations. Included in this task will be the signal layout plans, wiring diagrams, major equipment, poles, signal heads, quantities, special provisions, underground interconnect, and other elements of the traffic signal installations, as necessary, to accommodate the roadway design, as well as proposed phasing and timing of traffic signals.

Roadway Lighting Plans (P Sheets) – Task not used.

Final Sanitary Sewer and Water Main Plan and Profiles (R Sheets) – Task not used.

Accessible Curb Ramp Design (S Sheets)
Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Finalize ramp geometric configurations and calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.

Final Soils Design (T Sheets) - This task consists of final design and drafting of the soils information and earthwork quantities.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, channel grading, culvert details not included in the standard drawings, special storm sewer or manhole details not included in the standard drawings, special paving details, and other required miscellaneous details found to be required for completion of the project.

Final Culvert Plans (V Sheets) – Task not used.

Final Design Cross-Sections (W Sheets) - This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, special sub-grade treatments, ditches, pavement replacement, and other pertinent information.

Task 2 - Project Permitting
The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual
This task consists of providing a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications.

Task 4 - Opinion of Probable Construction Cost
The Consultant shall prepare a preliminary Opinion of Probable Construction Cost for the Project. An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Final Design Meetings
It is estimated that the Consultant's staff will attend one (1) meetings 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 Consultant will attend additional meetings as needed to complete the Project.

Task 6 – Final Quality Control
Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set.

Review the final engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

H. Project Bidding Phase

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting have been included as part of this task. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications
This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that forty-five (45) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project
The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Task 3 - Plan Clarification and Addenda
The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation
The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

I. Construction Administration

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting
The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings
The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 - Site Visits
In connection with observations of the Contractor's work while it is in progress:

a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.

c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the

means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 - Change Orders
The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5 - Record Drawings
This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings.

Task 6 - Monumentation of Permanent Right-of-Way Acquisitions
This task consists of monumentation of the permanent right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation shall comply with requirements of the Iowa Code and shall be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task does not include monumentation of any existing right-of-way pins that are disturbed during construction activities.

Task 7 – Limited Environmental Construction Review and As-Built Observations – Task not used.

II. RESIDENT CONSULTING SERVICES.

A. Resident Construction Observation

Only upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under I. Basic Services of Consultant, Paragraph I. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant. Preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city

of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the construction period will be as follows:

Project 1: two (2) months in year 2016 and that one full-time staff member of the Consultant will be available for the construction observation services. The above construction period estimate includes a maximum of 340 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 340 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

1.) Real Estate Acquisition Services
2.) Preparation of Environmental Documentation CE/EA/EIS
3.) Phase II Cultural Resource Survey
4.) Contaminated Soils Investigations
5.) Traffic Signal Design
6.) Retaining Wall Structural Design
7.) Bridge Design
8.) Street Lighting Circuit Design
9.) Streetscape Design
10.) Subsurface Utility Investigations
11.) Construction Surveys
12.) Construction Period Testing Services

ATTACHMENT 2
PROJECT SCHEDULE

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

I. Basic Services of the Consultant	
A. Anticipated Contract Approval	November 16, 2015
B. Concept Development	January 2016
C. Functional Design	February 2015
D. Design Surveys and Mapping	December 2015
E. Preliminary Plans	March 2016
F. Final Plans and Specifications	April 2016
G. Project Letting	May 2016
H. Construction Administration	June 2016 – July 2016
II. Resident Engineering	June 2016 – July 2016

ATTACHMENT 3
SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C
2015 STANDARD HOURLY RATE SCHEDULE

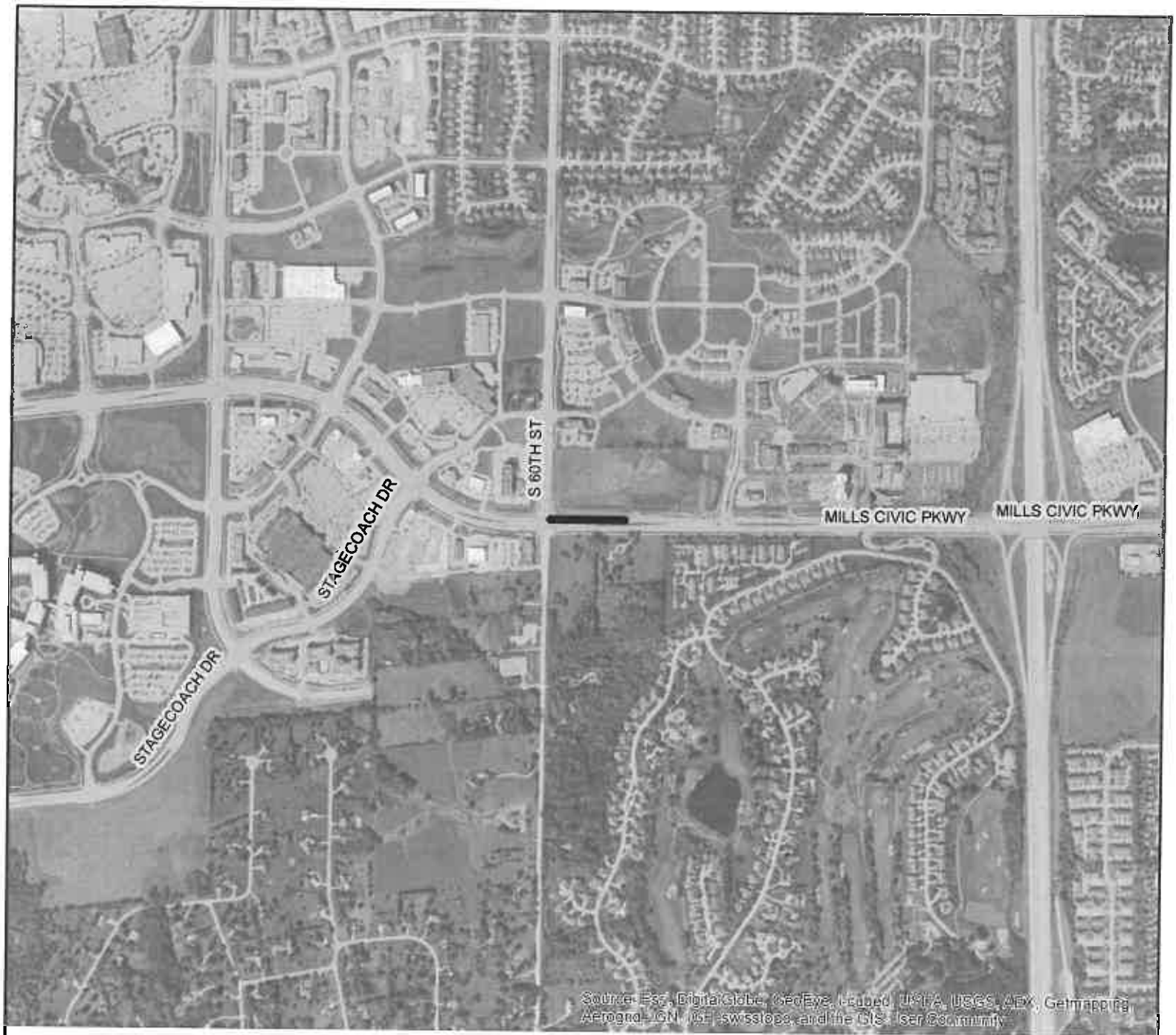
CLASSIFICATION	HOURLY RATE
Project Director	$177.00
Project Manager	$146.00-$172.00
Project Scientist	$156.00
Project Advisor	$157.00
Lead Engineer	$157.00
Project Engineer	$121.00-$147.00
Staff Engineer	$102.00-$120.00
Lead Technician	$121.00
Engineering Technician	$94.00-$114.00
CAD Technician	$82.00
Construction Manager	$139.00
Lead Field Technician	$114.00
Field Technician	$66.00-$100.00
Land Surveyor	$123.00
Administrative Assistant	$60.00

REIMBURSABLE EXPENSES

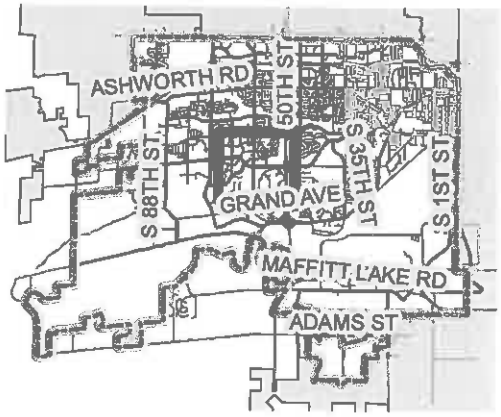
1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2015. Rates subject to change annually on January 1.



VICINITY MAP



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LEGEND

PROJECT LOCATION ▬▬▬

CITY OF WEST DES MOINES
ENGINEERING SERVICES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT: **S. 60TH STREET & MILLS CIVIC PARKWAY INTERSECTION IMPROVEMENTS** Project No. 0510-051-2014		
LOCATION: **EXHIBIT "A"**		
DRAWN BY: BJM	DATE: 11/11/2015	SHT. 1 OF 1