CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **May 2, 2016**

ITEM:

Resolution - Approving Professional Services Agreement
Jordan Creek Parkway and University Avenue Intersection Improvements Phase 1
HR Green, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with this project is not anticipated to exceed $23,500.00. In addition, the cost for performing resident consultant services will not exceed $6,000.00. 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.

All costs for these services can be paid from budgeted account no. 4030.75.820.6.7920 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes HR Green, Inc. to perform the design necessary for the median modifications, commercial driveway reconstruction and lane marking alterations associated with the Jordan Creek Parkway and University Avenue Intersection Improvements Phase 1. This project will improve capacity of intersection and reduce traffic delays.

The Engineering Services Department retains professional 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 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 Engineering Services Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 25, 2016		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

Jordan Creek Parkway & University Avenue Intersection, Phase 1
Project No. 0510-035-2016

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost 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;

Basic Services of the Consultant	**$23,500.00**
Resident Consultant Services	**6,000.00**
Total	**$29,500.00**

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, 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 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 **2nd** day of **May 2016.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
Jordan Creek & University Avenue Intersection Improvements Phase 1
WDM Project No. 0510-035-2016

This Agreement is made and entered into this _____ day of _____, 2016, 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 $23,500
      II. Resident Consultant Services $ 6,000

   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; $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

The proposed Jordan Creek Parkway and University Avenue Improvements will include adjusting the location of the existing island on Jordan Creek Parkway, reconstruction of a commercial entrance, pavement marking removal, and new pavement marking, The scope of work will entail, preliminary survey, preliminary layout of the proposed improvements, final plans and specifications, local letting, and construction period services. The Project may include patching of the existing pavement and ADA compliance for pedestrian facilities impacted by the proposed improvements. The project will also require developing a traffic control and staging plan for the proposed project.

I. BASIC SERVICES OF THE CONSULTANT.

The Consultant will 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 will 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 Consultant will provide the following basic services in regard to the Project:

A. Preliminary Survey and Mapping

The Consultant will conduct field surveys to obtain topographic data, ground elevations, and cross sections required for Project development and supplement the existing mapping available from the City. This task also involves incorporating the topographic features, profiles, and cross sections into the Project's base mapping.

The Consultant will contact the various utility companies and collect available information on underground utility locations and incorporate such available utility information into the Project's base mapping. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable vision, and fiber optic lines.

B. Preliminary Plans

Based on the Concept provided by the Cityt, the Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed 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 includes assembly of the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Task 2. Preliminary Typical Cross Sections (B Sheets)
This task includes 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.

Task 3. Preliminary Estimate of Quantities (C Sheets)
This task includes 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 Layout (D Sheet)
This task includes developing preliminary plan sheets that will show the existing conditions along with the proposed improvements. This task may also include proposed patching of the existing pavement. Also includes the necessary CADD work to show the preliminary design features for the proposed improvements.

Task 5. Reference Ties and Bench Marks (G Sheets)
Assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout project construction.

Task 6. Preliminary Traffic Control and Staging (J Sheets)
This task includes developing a suitable plan for staging and construction scheduling of the Project and for traffic control measures to be implemented during construction.

Task 7. Preliminary Pavement Marking and Signage (K Sheets)
This task includes developing pavement marking and permanent signing for the proposed improvements.

Task 8. Preliminary Intersection Geometrics (L Sheets)
Developing and refining the geometric layouts and providing additional horizontal and vertical survey information needed to construct the intersections. The plan sheet scale will be 1"=20'.

Task 9. Preliminary Sidewalk (S Sheets)
Developing preliminary plan sheets that include the sidewalk legend and symbol information, 10 scale Plan sheet of each intersection showing the sidewalk/trail layout and the sidewalk compliance information tabulation.

Task 10. Field Exam
This task includes preparing materials for a field exam, participating in the field exam, and reviewing results of the field exam with the City and other project stakeholders.

Task 11. Meetings
It is estimated that the Consultant's staff will attend ~one meeting per month with the City, and others to review progress, assist in decision-making, and receive direction from the City. The Consultant will attend an Information meeting with affected landowners and meet with individual owners as needed to discuss the proposed improvements and construction issues. It is understood that the Consultant will attend additional meetings as needed to complete the Project.

Task 12. Project Management
The Consultant's Project Manager will be responsible for monthly progress reporting, meeting minutes, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

C. Final Plans and Specifications

Based on the preliminary design, field exam, and public informational meeting, the Consultant will 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 will provide the City with the following deliverables:

a. Final Title Sheets (A Sheets) - Finalizing the title sheet. Title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number,

b. Final Typical Sections (B Sheets) - Final design and drafting of typical cross sections to be utilized for the improvements.

c. Final Quantities (C Sheets) - Final bid items to include in the Project, as well as final quantity tabulations, and developing the general notes and estimate reference information.

d. Final Plan Layout (D Sheets) - Final design and drafting of the layout sheets, including the detail information required for plan approvals, and construction of the proposed

improvements. This task also entails final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies during design.

e. Final Traffic Control and Staging (J Sheets) - Final plan for construction scheduling and staging of the Project and for final traffic control measures to be implemented during construction and final permanent pavement markings.

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

g. Final Sidewalk (S Sheets) – Final the 10 scale plan sheet of each intersection showing the sidewalk/trail layout and the sidewalk compliance information tabulation.

Task 2. Opinion of Probable Construction Cost
The Consultant will prepare Opinion of Probable Construction Cost for the Project as the Project is developing. An updated Opinion of Probable Construction Cost will be prepared upon completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the City's use in financing the Project.

Task 3. Advertisement for Bids/Bid Phase
The Consultant will be available to answer questions from Contractors and Iowa DOT prior to the letting and will assist in the issue of addenda as appropriate to interpret, clarify, or expand the bidding documents.

Task 4. Meetings
It is estimated that the Consultant's staff will attend 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 that the Consultant will attend additional meetings as needed to complete the Project.

Task 5. Project Management
The Consultant's Project Manager will be responsible for monthly progress reporting, meeting minutes, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants (Mid-State Surveying, LT Leon, Tallgrass Historians) review of progress, and senior review of deliverables.

D. Construction Engineering Phase 1

The work tasks to be performed by the Consultant will include:

Task 1. Pre-construction Meeting
The Consultant will 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 will 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 will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant will have authority to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing, and approvals required.

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

a. The Consultant will make site visits and attend progress meetings at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit and two progress meetings 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 will determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant will keep the City informed of work's progress.

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 Contractor's completed work 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 will not during such visits supervise, direct, or have control over the Contractor's work, nor will 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 and Pay Estimates
The Consultant will issue necessary interpretations and clarifications of the plans and in connection therewith, prepare change orders as required. The Consultant will assist in preparing Pay Estimates every two weeks for processing by the City.

Task 5. Final Inspections and Project Close-Out
The Consultant will conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable.

Task 6. Record Drawings
The Consultant will prepare construction record drawings defining the actual location of improvements and fixtures. The Consultant will 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 will provide the City with one (1) reproducible copy of the record drawings. The work products produced as a result of this project will be delivered to and owned by the City of West Des Moines.

II. RESIDENT CONSULTANT SERVICES

The work performed under this phase of the Project will include frequent resident observation of the construction work The Consultant will 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 and 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.

III. ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

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

1. Environmental Services
2. Street Lighting Design
3. Streetscape Design
4. Subsurface Utility Investigations
5. Real Estate Acquisition Services
6. Construction Surveys
7. 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.	Authorization to Proceed	May, 2016
B.	Preliminary Survey and Mapping	May, 2016
C.	Preliminary Plan Submittal	May, 2016
D.	Final Plans and Specs	June, 2016
E.	Project Letting	July, 2016
F.	Construction Administration	July to October, 2016

II.	Resident Consultant Services	July to October, 2016

HRGreen

ATTACHMENT 3
SCHEDULE OF FEES

HR GREEN, INC.
Billing Rate Schedule
Effective January 1, 2016

Professional Services	Billing Rate Range
Principal	$195 - $280
Senior Professional	$165 - $240
Professional	$110 - $180
Junior Professional	$85 - $135
Senior Technician	$90 - $125
Technician	$45 - $105
Senior Field Personnel	$100 - $165
Field Personnel	$60 - $145
Junior Field Personnel	$50 - $90
Administrative Coordinator	$85 - $140
Administrative	$55 - $115
Corporate Admin	$70 - $120

Reimbursable Expenses

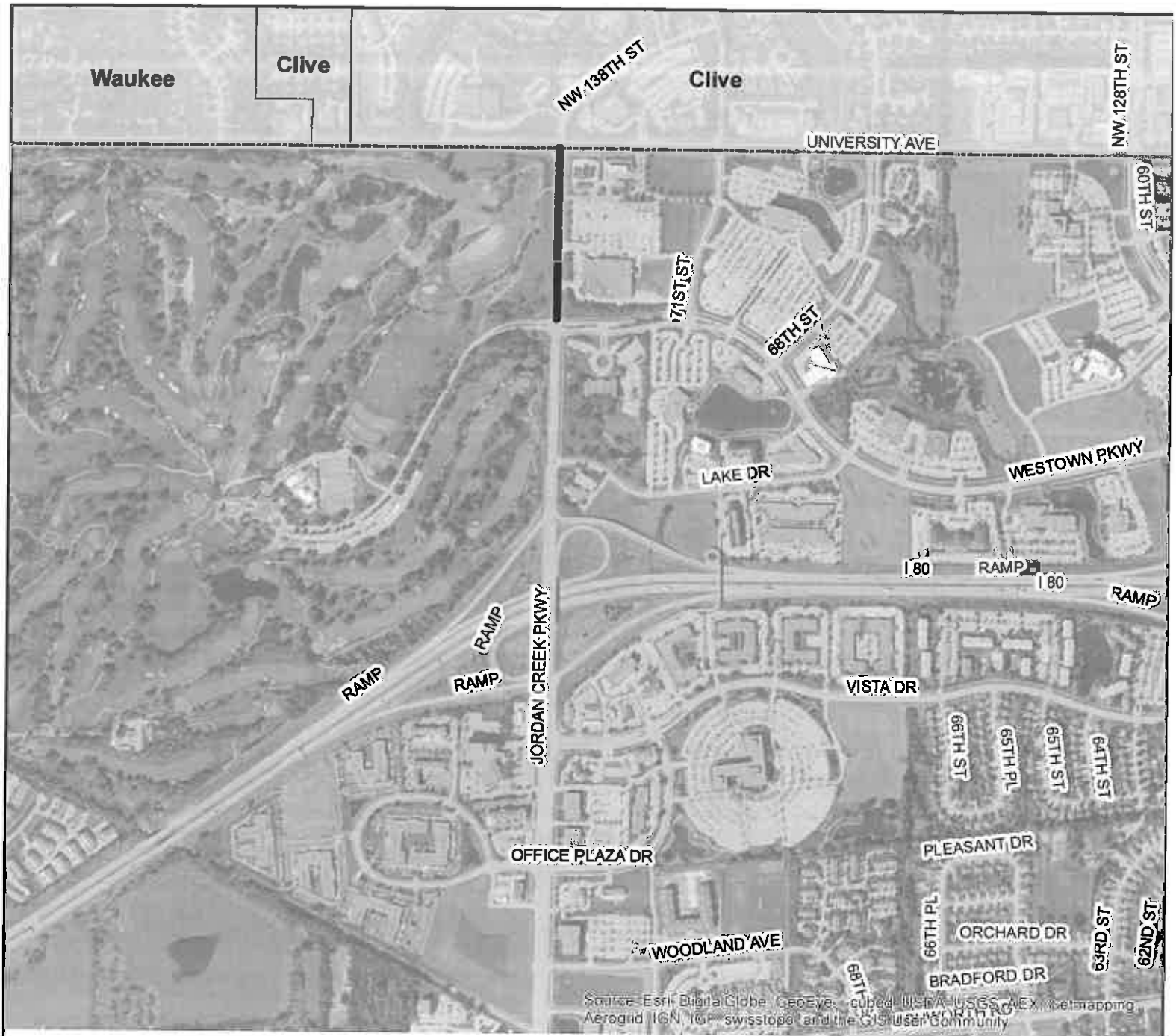
1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.

2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of $0.85 per mile.

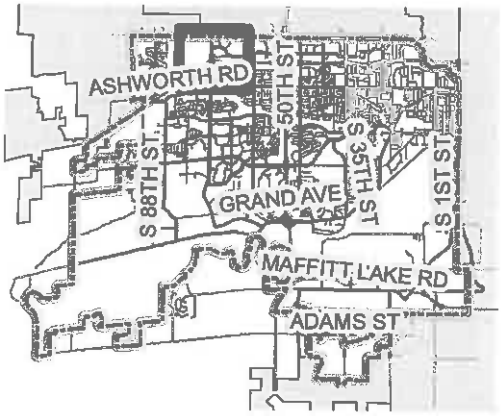
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.

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%.



VICINITY MAP



N

LEGEND

PROJECT LOCATION ———

THE CITY OF WEST DES MOINES

CITY OF WEST DES MOINES
ENGINEERING SERVICES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
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PROJECT: **JORDAN CREEK PARKWAY & UNIVERSITY AVENUE INTERSECTION IMPROVEMENTS PHASE 1**
Project No. 0510-035-2016

LOCATION:

EXHIBIT "A"

DRAWN BY: BJM	DATE: 4/27/2016	SHT. 1 OF 1