CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **August 20, 2018**

ITEM:

Resolution - Approving Professional Services Agreement
South Jordan Creek Parkway – Grand Avenue to Raccoon River Drive

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $154,780.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed $40,565.00. 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 account no. 500.000.000.5250.495 with the ultimate funding intended to come from Mills Subdistrict #7 TIF.

BACKGROUND:

Approval of this action authorizes Olsson & Associates to perform the professional services necessary for the construction of South Jordan Creek Parkway from Grand Avenue to Raccoon River Drive. Close coordination will take place with the proposed Central Iowa All Sports & Events Center adjacent to this roadway.

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 performance. 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 Professional Services Agreement for South Jordan Creek Parkway – Grand Avenue to Raccoon River Drive.

Lead Staff Member: **Brian J. Hemesath, P.E., City Engineer**

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 13, 2018		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

South Jordan Creek Parkway – Grand Avenue to Raccoon River Drive
Project No. 0510-047-2018

and,

WHEREAS, 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 Olsson & Associates, and,

WHEREAS, the Engineering Services Department has obtained a written proposal from Olsson & Associates to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	**$154,780.00**
Resident Consultant Services	**$ 40,565.00**
Total	**$195,345.00**

therefore,

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

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

PASSED AND APPROVED on this **20th** day of **August, 2018.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 20th day of August, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Olsson Associates, (Fed. I.D. # 47-0781766), 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 for the South Jordan Creek Parkway – Grand Avenue to Raccoon River Drive (Project No. 0510-047-2018) 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	$ 154,780
II. Resident Consultant Services	$ 40,565
Total	$ 195,345

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: Olsson Associates
Attn: Michael Jackson, PE
Address: 7157 Vista Drive
City, State: West Des Moines, IA 50266

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 employées 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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 age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, 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.

OLSSON ASSOCIATES	CITY OF WEST DES MOINES
BY: _____	BY: _____
Jon Pittman, Survey Team Leader	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The Consultant's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: South Jordan Creek Parkway
– Grand Avenue to Raccoon River Drive

Project Description: Design of approximately 0.17 miles of 4-lane Major Arterial

SCOPE OF SERVICES – BASIC SERVICES

GENERAL

This scope of services describes the tasks required for completion of engineering analyses, obtaining applicable permits, drainage analysis, surveying, preliminary and final roadway design plans and specifications and resident construction services on South Jordan Creek Parkway in West Des Moines, IA. The project begins at the existing intersection of South Jordan Creek Parkway (SJCP) and Grand Avenue and extends south to Raccoon River Drive. The extension of SJCP also includes an at-grade crossing of the Iowa Interstate Railroad, just north of Raccoon River Drive. The design will be for grading a 4-lane divided urban roadway section and paving two lanes.

These services will include serving as Owner's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The design will conform to applicable City of West Des Moines standards and Iowa Statewide Urban Design and Specifications (SUDAS) requirements. The consultant will include additional designs and specifications, as necessary.

The Owner will provide available relevant studies, reports, mapping, survey, prior project plans, and data at no cost to Consultant, which may include but not be limited to:

- Ownership records and title searches (if available)
- Available water and sewer locations, size, and materials
- Copies of available reports
    - Available drainage studies
    - Available geotechnical reports
    - Available traffic studies
- Bench marks and horizontal control points
- Available accident data
- Available traffic counts
- Available plats of adjacent properties

- Access to GIS information
  - Property Information
  - Utility data
  - Contours Data
- Latest aerial files
- Any Significant permit fees

TASK 1 - PROJECT MANAGEMENT

a. **Project Kick-off Meeting**
Once notice to proceed has been received, Consultant will schedule and conduct a project kick-off meeting with the Owner and key stakeholders. The Owner will supply a list of key stakeholders and Consultant will be responsible for inviting all appropriate parties. Meeting minutes, including a summary of the project criteria and design standards, will be prepared and submitted to the attendees.

b. **Design Review Meetings** -
Consultant will schedule and conduct two (2) design review meetings. It is anticipated these meetings will occur following the preliminary design (50%) and the final design (95%) submittals. Meeting agenda and minutes will be prepared and submitted to the attendees.

c. **Design Progress Meetings** -
Consultant will schedule and conduct, on an as-needed basis at the request of the City, any design progress meetings to discuss specific design issues and solutions. Meeting agenda and minutes will be prepared and submitted to the attendees.

d. **Contract Administration/Scheduling & Coordination of Design Professionals** –
This task includes time for overall management and coordination of the project team, coordination with Owner staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Owner requirements. The project schedule will be prepared and updated as requested by the Owner.

TASK 2 - TOPOGRAPHIC SURVEY

a. **Overview**
Perform a topography survey for a roughly 300' wide corridor beginning 100 feet north of the north side of the existing Grand Avenue intersection extending to the south edge of pavement for Raccoon River Drive bound by the west top of bank for the adjoining creek, consisting of approximately 5.5 acres.

b. **Datum & Control**
The Survey will be conducted utilizing the City of West Des Moines vertical datum and Iowa State Plane Coordinate System. A minimum of three control points (P.K. Nail, 5/8" Rebar, Etc.) shall be established for the project.

c. **Ownership Map**
Right-of-way/plats research and section/property pin locating will be conducted to determine the existing right-of-way. An ownership map will be created identifying existing right-of-way, property lines, and owner information. Preparation of the ownership map does not constitute a boundary survey of affected parcels adjacent to the project.

d. **Survey Spot Elevations**
Elevations shall be taken on a grid no larger than 50 feet by 50 feet on pavements and 50 feet by 50 feet on unpaved surfaces. Elevations for roadways and other long paved surfaces shall be

determined by cross sectioning the pavement at 50-foot intervals. Intermediate elevations shall be collected as necessary to define breaks in grade and reflect existing site conditions.

e. **Contour Interval**

The contour interval shall be 1 foot.

f. **Planimetric Features**

i. Pavement: Identify and locate discernable pavement types (including parking areas and sidewalks), pavement markings, curbs, and gutters. Concrete joint patterns will be included for at tie-in locations at Grand Avenue and Raccoon River Drive.

ii. Trees: Locate trees, with a 6" caliper or larger, and identify by size and type (coniferous or deciduous). Large groupings of trees will be identified by drip lines limits only.

iii. Landscaping and Fencing: The extent of landscaping areas will be located however detailed locations of rocks, shrubs, plantings, sprinklers, lighting, playground equipment, benches, etc. will not be identified. The location of retaining walls and fences together with a notation identifying the general material type (i.e. rock, block, poured, wood, chain link, etc.).

g. **Utilities**

Public utilities will be mapped to an approximate FHWA Subsurface Utility Engineering (SUE), Quality Level 'C'. An Iowa One-Call Design Request ticket will be submitted.

i. Storm: The location of visible above ground utilities, such as drainage structures, will be located and include the elevations of pipe flow lines, material type, and size.

ii. Sanitary: The location of visible above ground features, such as manholes and cleanouts, will be located and include the elevations of pipe flow lines, material type, and size.

iii. Water: The location of visible above ground features, such as valve boxes, manholes, and fire hydrants, will be located. Available maps and markings will be utilized to plot the location of underground mains.

iv. Traffic & Telecommunication: The location of visible above ground features, such as pedestals and cabinets, will be located. Available maps and markings will be utilized to plot the location of underground lines, including City fiber optic lines.

v. Gas: The location of visible above ground features, such as valve boxes and manholes, will be located. Available maps and markings will be utilized to plot the location of underground lines.

vi. Power: The location of visible above ground features, such as pedestals, transformers, power poles and light poles, will be located. Available maps and markings will be utilized to plot the location of underground lines.

TASK 3 - UTILITY COORDINATION

a. **Utility Location/Verification**

Consultant will review the utility locations shown on the plans and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, and location.

Consultant will request that the Utility Companies return to Consultant marked up plans with utility verification. Consultant will incorporate the information into the survey file. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by Consultant and Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, waterlines, transmission lines, etc., will be accomplished at the earliest possible time during the development and determination of a preferred alignment alternative. Consultant shall identify and evaluate potential strategies to minimize or avoid conflicts where practical. Consultant and the Owner's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs (if any) associated with the utility relocation for utilities located in private easement outside of City Right Of Way.

b. **Utility Plan Submittal**
Upon revising plans based on Owner comments after each Owner submittal (50%, 95%), the plans will be distributed by Consultant to public and private utilities for comment.

c. **Utility Review Meetings/Coordination**
A utility review meeting will be scheduled with utility companies after completion of the 95% construction plans. Consultant shall include time for coordination via the phone and one-on-one meetings with affected utilities. It is anticipated one (1) utility meeting will be necessary throughout the project.

TASK 4 – GEOTECHNICAL ENGINEERING

a. **Limited Geotechnical Exploration**
Consultant will conduct a limited geotechnical exploration along the future alignment of the South Jordan Creek Parkway extension from Grand Avenue to Raccoon River Drive. Soil test borings will be completed along the future alignment. This exploration is intended to evaluate in situ subgrade conditions, potential settlement associated with mass grading, and provide earthwork or construction recommendations for new pavements and the rail crossing.
   i. Based on publicly available topography information, the Consultant estimates approximately 5 feet of new fill will be required to achieve final design grades.
   ii. For this project, the Consultant proposes to complete five (5) soil test borings; four (4) to depths of 15 to 20 feet each using a truck mounted drill rig and one (1) to a depth of 10 feet to using hand operated sampling equipment in the north slope of the existing rail embankment. A total drilling footage of 80 linear feet is proposed.
   iii. The soil test boring locations will be staked utilizing GPS coordinates with surface elevations determined by a Consultant or Client designated survey crew after our field exploration is complete. It is anticipated all soil boring locations are readily accessible to the drilling equipment and that no site clearing will be required.
   iv. Soil characteristics will be determined and recommendations concerning the soils and groundwater conditions will be provided in a written report. This report will be reviewed with Client representatives.

b. **Field Exploration**
   i. The Consultant will contact the IOWA One-Call Service to locate underground utilities at the site. This call will facilitate notification of public or other major private utility companies to locate their lines on the sites. The consultant cannot be responsible for private utilities unless the installations are visible, the locations are provided, and/or marked in the field.
   ii. Some damage to adjacent ground or pavement surfaces may result from the drilling operations or along access pathways for the drilling equipment to travel to or from the boring locations. Olsson will attempt to minimize such damage, but no restoration other than backfilling the soil test borings with auger cuttings is included. Unless otherwise noted, surface coverings will be patched back with like materials.
   iii. During drilling operations, soil sampling will be conducted at 2.5- to 5-foot intervals and in general accordance with ASTM D-1586 (Penetration Test and Split-Barrel Sampling of Soils) or D-1587 (Thin-Walled Tube Sampling of Soils) methodology.
   iv. The Consultant intends to complete the soil boring near Raccoon River Drive just north of the north shoulder to eliminate the need for traffic control measures.

c. **Laboratory Services**
   i. As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compressive strength (ASTM D-2166), thin-walled tube density (ASTM D-2937), moisture content (ASTM D-2216), Atterberg limits (ASTM D-4318), Standard Proctor (ASTM D-698), Percent passing a #200 sieve, or one-dimensional consolidation/swell (ASTM D-2435).

d. **Engineering Analysis and Report**

i. The report will include a discussion of the soil types, soil formations, and engineering characteristics for future earthwork, site grading, and general site development.
ii. The report will include recommendations regarding over excavation, surcharging, or settlement monitoring if these options are considered necessary for development or construction.
iii. If applicable, the report will include a discussion of anticipated groundwater or drainage concerns, along with recommendations for addressing these concerns during and after construction.
iv. Recommendations will be provided regarding the thickness, moisture, and compaction criteria for new roadway embankments and pavement subgrade.
v. Analysis of the soils encountered regarding shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
vi. New pavement recommendations will be provided, including applicable thicknesses, drainage recommendations (where applicable), and an estimated CBR value for design, where applicable. The use of and applicable thickness of an aggregate base course will be discussed if necessary for areas of new pavement. We anticipate new pavement thicknesses will closely match those of existing pavements.
vii. Subgrade stabilization options and procedures will be provided should they be considered necessary for design or become necessary during earthwork or construction.
viii. A memo type report containing the findings, soil boring logs, laboratory testing results, and recommendations will be provided to the City for design and construction of new pavements and crossings.
ix. An electronic (pdf) copy of the memo style report of geotechnical exploration will be provided. If requested, the report will be reviewed with City representatives.

TASK 5 - DRAINAGE ANALYSIS

a. **Hydrologic / Hydraulic Analysis -**
Consultant shall design open and closed drainage systems in accordance with the most current edition of the Iowa Statewide Urban Design and Specifications (SUDAS). To the extent possible recent drainage studies that have been completed in the area shall be used to identify flow characteristics at existing structures. Consultant will evaluate both upstream and downstream drainage impacts as part of the overall project drainage design.

Consultant will provide a drainage area and peak flow analysis for the project. It is expected that the preliminary design of the 4-lane urban section will include approximate inlet locations and primary outfall pipe sizing, for future final system design. Consultant will determine peak flows and perform a detailed hydraulic culvert analysis to analyze flow conditions and verify culvert sizing.

Consultant will complete a preliminary hydrologic and hydraulic analysis report to detail methods used, results, and corresponding design recommendations for the 4-lane urban section. A final hydrologic and hydraulic analysis report will be provided for the final improvements constructed under this contract scope. Any detailed storm sewer design will be covered under the Roadway Design Task 6.

A hydrologic or hydraulic analysis is not expected for a floodplain or FEMA permit.

TASK 6 - ROADWAY DESIGN

In general, the extent of this task will include preliminary roadway design for a four-lane divided section extending South Jordan Creek Parkway from Grand Avenue to Racoon River Drive, paving the two northbound lanes to accommodate 2-way traffic.

a. **Site Inspections**
Consultant will conduct site visits as required during the course of the project to verify site features with the proposed design work. It is anticipated two (2) site visits will be necessary.

b. **Data Collection and Review**

Consultant will assemble and review preliminary data available for the project including as-built information for existing streets, utilities, storm sewers and other features within the project area. This will also include review of existing environmental studies, traffic studies and other study information available that pertains to the proposed improvements. Evaluation of intersection sight distances will be documented for the project file.

c. **Conceptual Design**

Consultant shall prepare conceptual design plans and evaluate alternatives for horizontal and vertical alignments and access management. Primary access locations and intersections are expected to be at the following locations:

- Grand Avenue ("T" intersection)
- Raccoon River Drive ("T" intersection)
- One access at the project mid-point serving the private property adjacent to the east.

Alternatives developed will take into consideration recommendations from any traffic analyses and shall include an evaluation of both the horizontal and vertical alignment along the proposed roadway corridor, preliminary grading limits, proposed roadway and intersection geometrics, median widths, identification of right-of-way needed and potential property impacts. Consultant shall summarize the alternatives developed and provide to the City and other jurisdictional representatives (as required) to review the alternatives and conceptual plans prior to presenting alternatives to stakeholders and the public for comments.

e. **Preliminary Design Plan Submittal (50%)**

Consultant shall prepare project base files and 50% submittal plan sheets in accordance with the Consultant's CAD standards for the grading of a 4-lane urban section and paving of the two northbound lanes on South Jordan Creek Parkway. Plan sheets to be included in the 50% submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
  - Existing right-of-way and ownerships identified
- Storm Sewer Outfall Plan and Profile Sheets
- Roadway Cross-Section Sheets (25 foot intervals)

After conducting the preliminary plan review meeting, Consultant will revise the preliminary plans based on Owner comments and decisions, and provide completed preliminary plans for Owner's filing and future use.

f. **Final Design Plan (95%) Submittal**

Upon approval of the preliminary design, Consultant shall prepare project base files and 95% submittal plan sheets in accordance with the Consultant's CAD standards. Plan sheets to be included in the 95% submittal include the following:

- Cover Sheet
- General Notes Sheet
- Typical Section and Details Sheets
- Quantities and Tabulations Sheet
- Horizontal/Vertical Control Sheets

- Monument Preservation Plan
- Detail Sheets
- Construction Phasing and Traffic Control Sheets
- Sidewalk Plan and Profile Sheets
- Storm Drainage Plan and Profile Sheets
- Culvert Situation Plan and Profile Sheets
- Street Lighting Plan
- Pavement Marking Plan
- Traffic Control and Phasing Plan
- Sediment and Erosion Control Sheets
- Cross-Section Sheets

g. **Drainage Structures Determination –**
The Consultant shall review drainage structures needs within the project boundary, both right-of-way and storm sewer.

h. **Summary of Quantities/Opinion of Probable Costs –**
Consultant will compute quantities and submit an opinion of probable cost at each submittal (50%, 95% and Final Plans) with the plans, using Iowa SUDAS standard bid items and respective unit prices.

i. **Right-of-Way**
Consultant will provide right-of-way/ownership plans showing existing information for the 50% submittal based on information provided by the Owner and obtained by the Consultant. Preliminary right-of-way plans showing permanent acquisitions, temporary construction easements or permanent easements will be prepared along with individual tract maps for the 50% submittal, to be used by the Owner in the future.

j. **QA/QC**
Consultant shall conduct internal quality reviews of the design and plan sets during the design of the project.

k. **Contract Specifications and Special Provisions**
Consultant will submit draft Contract Specifications and Special Provisions with the 95% submittal for review by the Owner. Owner will provide general specifications and front-end documents for the contract documents. Consultant will finalize contract specifications for bidding documents.

l. **Address Comments for Final Plans**
Consultant will meet with the Owner to discuss and address comments received, as well as any revisions necessary from right-of-way negotiations into the final plan submittal.

m. **CAD Submittal**
Consultant will submit electronic AutoCAD files to the Owner at the completion of the design of the project.

TASK 7 - RIGHT-OF-WAY PLATS AND EASEMENT EXHIBITS

Consultant will prepare right-of-way plats and easement exhibits for the proposed improvements for the Project. The Owner will be responsible for all right-of-way and easement negotiation and acquisition processes.

TASK 8 - PERMITTING

The Consultant will provide for construction permitting of the project, including the following:

a. Iowa DNR General Permit No. 2 (NPDES Construction Stormwater Permit)
   i. Consultant will develop a preliminary Stormwater Pollution Prevention Plan (SWPPP) in accordance with Owner requirements, state permit requirements, and EPA guidelines. The Contractor shall provide the final SWPPP.
   ii. Consultant will publish the required public notice prior to the Notice of Intent. The Contractor will submit IDNR Storm Water NPDES General Permit No. 2 permit.
   iii. The Contractor shall provide one hard copy and one electronic file of the completed SWPPP and permit approvals to the City.

b. Iowa Interstate Railroad Crossing Permit
   i. Consultant will coordinate meeting between Iowa Interstate Railroad and City staffs to determine specific requirements for railroad crossing permit and design.
   ii. Consultant will prepare permit application for railroad crossing and submit to Iowa Interstate Railroad.
   iii. One hard copy and one electronic file will be provided to the City of the approved railroad crossing permit.

c. City of West Des Moines Flood Plain Permit
   i. Consultant will prepare and submit a flood plain permit to the City for project design and construction.

TASK 9 - BID DOCUMENTS/BIDDING PROCESS

The Consultant shall be responsible for all reproduction and distribution of plans and specifications to prospective bidders during the bidding phase of the project. The Consultant shall also be responsible for advertising the project for bids.

a. **Bid Specifications & Front-End Documents**
   The City will provide the front end documents to be used for the project. The Consultant will prepare all Bid Documents and Supplemental Specifications for use during the bidding process. Consultant will provide any technical Special Provisions needed for this project as required.

b. **Bid Tabs**
   The Consultant will prepare bid tabs for inclusion into the final bid documents.

c. **Final Construction Plans**
   The Consultant will prepare three (3) half size 11"x17" plan setS, and one (1) electronic full-size plan set for use in the final bid documents prepared by the Owner. Plan sheets to be included in the Final submittal include the following:

- Cover Sheet
- General Notes Sheet
- Typical Section and Details Sheets
- Quantities and Tabulations Sheet
- Horizontal/Vertical Control Sheets
- Monument Preservation Plan
- Detail Sheets
- Construction Phasing and Traffic Control Sheets
- Storm Drainage Plan and Profile Sheets

- Sediment and Erosion Control Sheets
- Cross-Section Sheets

d. **Bidding Process**

i. The Consultant shall post bidding documents on www.iowabiddate.com website four (4) weeks prior to letting.

ii. The Consultant shall print and provide copies of plans, specifications, special provisions, etc. to requesting parties.

iii. The Consultant shall maintain a list of all contractors to which plans were provided.

iv. The Consultant shall review bids prepared by contractors, provide comments and, if requested, provide a recommendation to award to the City.

e. **Response to Design-related Questions**

The Consultant shall provide responses to design-related questions (RFI's) received by the City during the bidding process.

f. **Prepare Addenda**

The Consultant shall prepare information to support an addendum to the bidding documents if necessary during the bidding of the project to clarify the design or address questions raised at the pre-bid meeting. This proposal is based upon a maximum of one addendum during the bidding of the project. All information will be provided to the Owner for their preparation and issuance of the addendum.

g. **Attend Pre-Construction Meeting**

The Consultant will attend a project Pre-Construction meeting with the City and the Contractor. At the City's request, the Consultant will organize the meeting, develop an agenda. The Consultant shall attend the meeting and provide an overview of the project to the attendees and provide meeting minutes.

SCOPE OF SERVICES – RESIDENT CONSTRUCTION SERVICES

During the Construction Phase, the Consultant shall:

a. Provide part-time onsite construction observation (assumed to be half time equivalent).

b. Consult with and advise the City and act as its representative to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the project construction contract documents and all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees.

c. Hold bi-weekly project meetings with the Contractor.

d. Review and process shop drawings and change orders.

e. Prepare City of West Des Moines forms and paperwork.

f. Issue all instructions of the City to the Contractor(s); consult with City regarding issuance of any necessary interpretations and clarifications of the project construction contract documents; act as an initial interpreter of the requirements of the project construction contract documents.

g. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor and recommend in writing payments amounts to Contractor. These recommendations of payment will constitute a representation to the City, based on observation and review, that the work has progressed to the point indicated, that the quality of such work is in accordance with the contract documents, and that payment of the amount recommended is due to the

Contractor. As a part-time observer, the Consultant will not be able to document or observe all work to be completed by the Contractor for the project.

h. Conduct observations of the work to determine if the project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the project construction contract documents and if the Contractor has fulfilled all obligations thereunder. Upon substantial completion of the project work, the Consultant shall conduct a final inspection and review all project documents. If the results of the inspection and review are satisfactory, the Consultant shall provide a written Certificate of Substantial Completion notice to the City and the Contractor that the work is acceptable (subject and conditions therein expressed). Upon completion of the Project work and approval by the City, the Consultant shall recommend in writing, final payment to each Contractor and shall give written notice to the City and the Contractor(s) that the work is complete and acceptable (subject to any conditions therein expressed).

i. Upon request by the City, the Consultant shall render written opinions with a reasonable time on all claims, disputes, or other matters in question between the City and Contractor relating to the execution or progress of the work as provided in the Project construction Contract Documents.

j. Provide services in connection with evaluation of substitutions proposed by the Contractor.

k. Provide consultation concerning replacement of Project Work damaged during construction, and furnish services required in connection with the replacement of such Project Work.

l. Provide notice to and coordinate any laboratory testing required for the project with City's testing service. Testing costs will be paid for separately by the City.

m. Prepare, track and complete punch-list items.

n. Complete Record Drawings for the project based on a red-lined set of plans from the Contractor and field survey of major elements of the completed project.

ASSUMPTIONS

- This estimate assumes the survey will be conducted after the harvest of the crops in the existing field. If the City requires the survey be conducted prior to harvest, that portion of the survey will be conducted on an hourly basis.
- No Federal funding is involved in the project.
- Design of specific railroad-related elements (panel, tracks, signal/communications) will be handled by the railroad.
- The area north of the railroad is in backwater, therefore a no-rise will be attainable.
- The Resident Construction Services budget was developed based on 320 hours of onsite construction observation (20 hours per week for 16 weeks).
- As a part-time observer, the Consultant will not be able to document or observe all work to be completed by the contractor.
- Testing of materials will be conducted by others.

ATTACHMENT 2

PROJECT SCHEDULE

Upon receiving Notice to Proceed, Consultant will prepare a detailed schedule for Owner review and begin work on the project with estimated milestone dates according to the following:

- Complete Conceptual Design and Project Cost Estimate – October 1, 2018
- Preliminary Plan Submittal – November 15, 2018
- Final Design Check Plan Submittal – January 31, 2019
- Final Design Complete – March 1, 2019
- Project Letting – April 2019

Consultant agrees to provide all its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

ATTACHMENT 3

SCHEDULE OF FEES

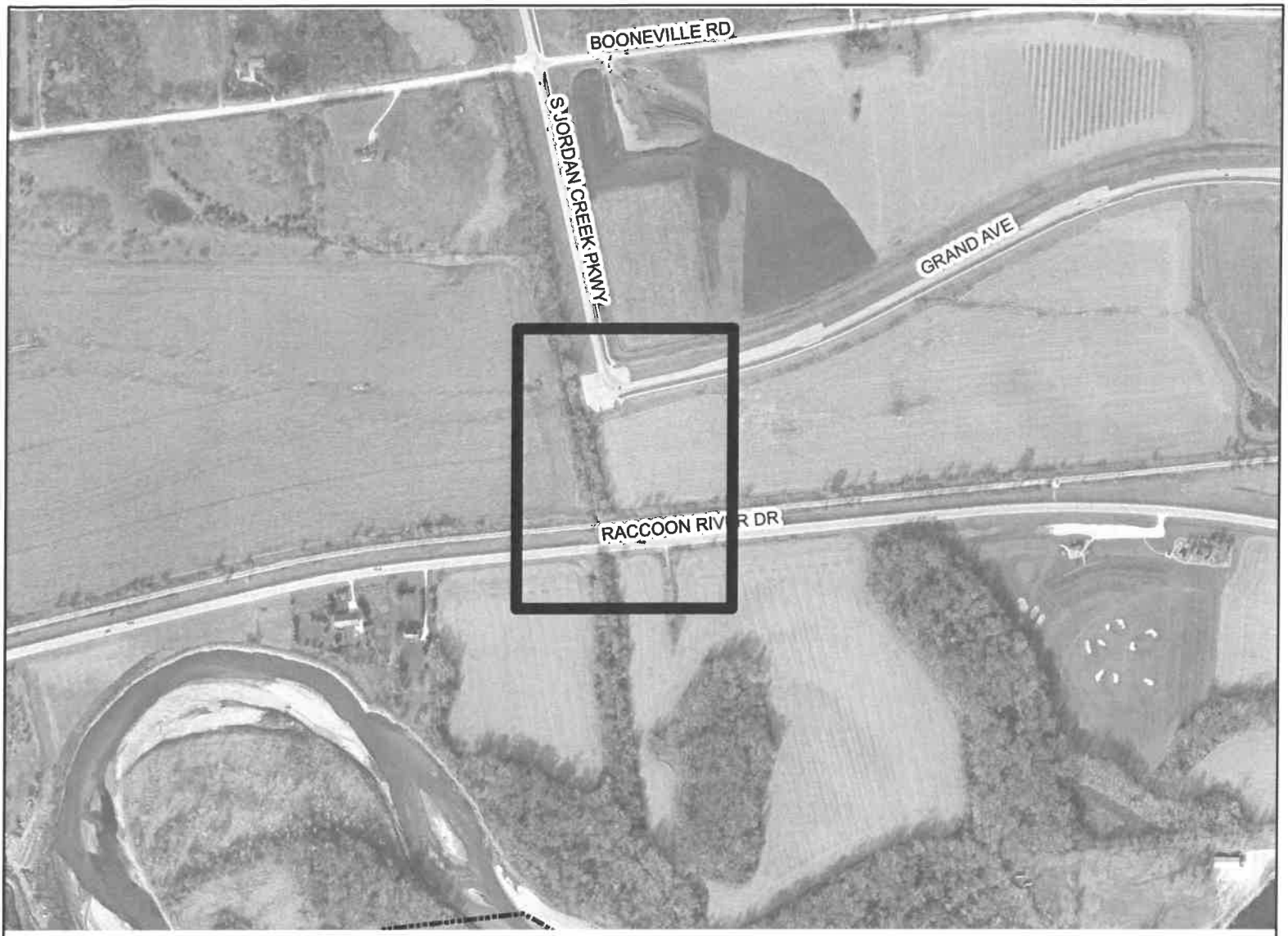
LABOR RATES

Description	Range
Team Leader.....	$ 189 - $ 220
Project Manager.....	$ 189 - $ 197
Senior Engineer.....	$ 130 - $ 180
Associate Engineer.....	$ 110 - $ 130
Assistant Engineer.....	$ 85 - $ 110
CAD Technician.....	$ 65 - $ 90
Senior Surveyor.....	$ 130 - $ 150
Survey Technician.....	$ 65 - $ 90
Survey – 2-Person Crew.....	$ 160 - $ 170
Administrative Assistant.....	$ 52 - $ 70

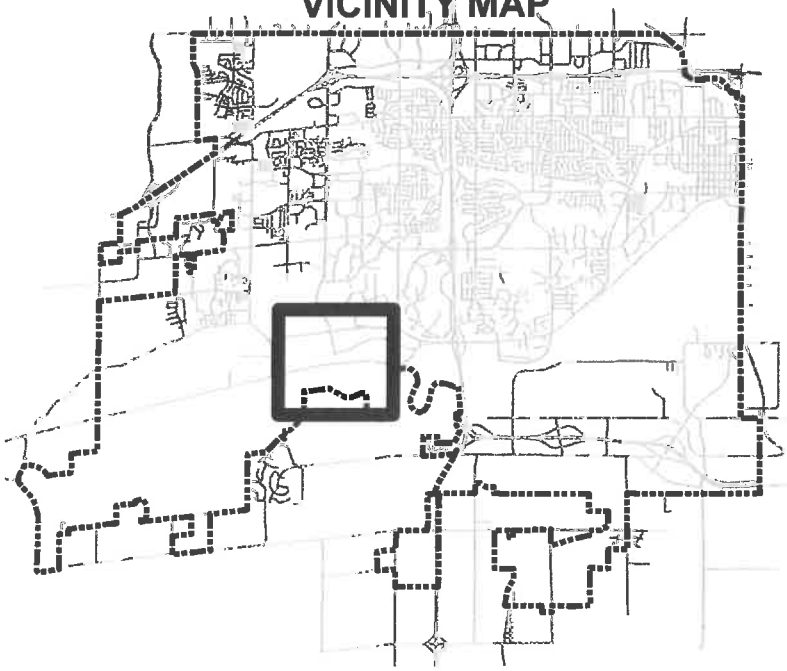
Special Services not included in the above categories are included in the budget estimates and will be provided on a special labor rate schedule.

Notes:

1. Rates subject to change based upon updates to Billing Rates for the upcoming year.
2. Actual billable rate shall be determined by the personnel performing such services on an hourly basis times a factor of 3.20 for services rendered by our principals and employees engaged directly on the project.



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

South Jordan Creek Parkway

LOCATION: **Grand Avenue to Raccoon River Drive**

DRAWN BY: JDR	DATE: 7/27/2018	PROJECT NUMBER/NAME: 0510-047-2018	SHT. 1 of 1