CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: January 7, 2019

ITEM:

Motion – Approving Professional Services Agreement Amendment No. 1
West Des Moines Broadband Policy and Coordination Project
0190-009-2018

FINANCIAL IMPACT:

The original Professional Services Agreement was awarded to HR Green, Inc. in the amount of $77,000.00. Amendment No. 1 increased the contract by $89,000.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with ultimate funding intended to come from Osmium Urban Renewal Area TIF and/or Alluvion Urban Renewal Area TIF.

BACKGROUND:

The needs for broadband services are rapidly expanding in the Country and in the City. As providers deploy infrastructure to meet this growing demand, there is a need for coordination and consistency. The proposed multi-phased project is a regional and industry leading approach to develop broadband policy and coordinate broadband deployment in the City. The tasks in the original agreement are complete. The City wishes to create a memorandum of understanding between the City and utility providers and further solicit those providers for commitments to locate in the City's proposed communication conduits. This amendment will also cover development of policy to handle congested rights of way.

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.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Professional Services Agreement Amendment No. 1 for West Des Moines Broadband Policy and Coordination Project.

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			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: January 7, 2019

ITEM:

Motion – Approving Professional Services Agreement Amendment No. 1
West Des Moines Broadband Policy and Coordination Project
0190-009-2018

FINANCIAL IMPACT:

The original Professional Services Agreement was awarded to HR Green, Inc. in the amount of $77,000.00. Amendment No. 1 increased the contract by $89,000.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with ultimate funding intended to come from Osmium Urban Renewal Area TIF and/or Alluvion Urban Renewal Area TIF.

BACKGROUND:

The needs for broadband services are rapidly expanding in the Country and in the City. As providers deploy infrastructure to meet this growing demand, there is a need for coordination and consistency. The proposed multi-phased project is a regional and industry leading approach to develop broadband policy and coordinate broadband deployment in the City. The tasks in the original agreement are complete. The City wishes to create a memorandum of understanding between the City and utility providers and further solicit those providers for commitments to locate in the City's proposed communication conduits. This amendment will also cover development of policy to handle congested rights of way.

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.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Professional Services Agreement Amendment No. 1 for West Des Moines Broadband Policy and Coordination Project.

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			
Recommendation	Yes	No	Split

AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this ____ day of December, 2018, 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", hereby amends the original Agreement dated June 26th, 2018 as follows:

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for the West Des Moines Broadband Policy and Coordination Project (Project No. 0190-009-2018), Attachment 1 is amended as follows:

Basic Services of the Consultant

Task 1 – Develop Draft Memorandum of Understanding (MOU) Between the City and Providers

Consultant will draft MOU outlining conduit and hand-hole expectations and costs. The MOU will be used to identify the basis for provider participation in the conduit and hand-hole network along the Phase I corridors.

Task 1 Consultant Deliverable:

- Draft MOU that identifies design standards, specifications, and costs and documents the provider's commitment to participate.

Task 2 – Solicit Provider Commitments

Consultant will contact providers to present the MOU from Task 2 and secure commitments of how much conduit space they will need. Consultant will discuss with the City any concerns or details that may need to be addressed with individual providers. If needed, the Consultant will arrange meetings between individual providers and City representatives to discuss participation.

Task 2 Deliverable:

- Contact interested providers and obtain approval of the MOU.
- If needed, facilitate follow-up meetings with the City and individual providers to address individual concerns.

Task 3 – Analysis of Grand Ave. Corridor Between I-35 and Grand Prairie Parkway and Coordination with the City's Roadway Design Consultant

With the planned construction of Grand Ave. from Jordan Creek to 88th Street, the Consultant will conduct an analysis of the potential conduit needs and coordinate with the roadway design engineer to include the appropriate conduit and hand-hole specifications in their construction plans.

Task 3 Consultant Deliverable:

- Analysis of potential needs in the Grand Ave. corridor.
- Provide conduit and hand-hole design standards to the roadway design consultant and be available to provide design intent clarity.

Task 4 – Coordination with City Consultant Dave Lyons to Develop Congested ROW's Scope of Service

Consultant will coordinate with Dave Lyons to scope a framework for Phase II (developing plans and policies for congested ROW's).

Task 4 Consultant Deliverable:

- Meetings with Dave Lyons to develop strategy and framework for tasks for Phase II (congested ROW's).
- Scope of service for Phase II.

Task 5 – On Call Engineering (Out of Scope Services)

Due to the rapidly changing nature of communication demands in West Des Moines, Consultant will be available provide to on-call engineering and technical support services to the City. Authorization of hours under this phase shall be at the discretion of city staff. Estimated to include 120 hours of on-call services.

2. SCHEDULE

The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows:

Task	Schedule
1 – Develop Draft Memorandum of Understanding (MOU) for Providers	3 month following notice to proceed
2 – Solicit Provider Commitments	3 months following notice to proceed
3 – Analysis of Grand Ave. Corridor and Coordination with the City's Roadway Design Consultant	1 month following notice to proceed
4 – Coordination with City Consultant Dave Lyons to Develop Congested ROW's Scope of Services	5 months following notice to proceed
5 – On Call Engineering (Out of Scope Services)	As requested

3. COMPENSATION

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

	Original Fee	Additional Fee	Total Fee
I. Basic Services of the Consultant	$77,000.00	$89,000.00	$166,000.00
II. Resident Consultant Services	N/A		
Total Services	**$77,000.00**	**$89,000.00**	**$166,000.00**

This AMENDMENT is subject to all provisions of the original Agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

HR Green, Inc.

BY: David J. Moermond

David J. Moermond, P.E. Vice President

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
West Des Moines Broadband Policy and Coordination Project
WDM Project Number 0190-009-2018

This Agreement is made and entered into this 25 day of June, 2018, 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	$ 77,000.00
II. Resident Consultant Services	N/A

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

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

4. INSURANCE

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

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all 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 Road, Suite 200
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	CITY OF WEST DES MOINES
BY: David J. Moermond	BY: Ryan T. Jacobson
David J. Moermond, Vice President	Ryan T. Jacobson, City Clerk

ATTACHMENT 1
West Des Moines Broadband Policy and Coordination Project – Phase I
WDM Project Number _____

Scope of Services – Phase I

The needs for broadband services are rapidly expanding across the Country and in the City. As providers deploy infrastructure to meet this growing demand, there is a need for coordination and consistency. The proposed project is a regional and industry leading approach to develop broadband policy and coordinate broadband deployment in the City.

Phase I of this project is focused on the most immediate broadband deployments – Grand Prairie Parkway, Veterans Parkway, and Mills Civic Parkway Corridors (West of Jordan Creek) – hereafter referred to as "Phase I Evaluation Area". The tasks of Phase I include forecast of potential future broadband needs in Phase 1 Evaluation Area, development of fiber conduit design guides and construction specifications, creation of lease and financial models, coordination with current and potential providers, coordination with active CIP projects, and development of public policy recommendations.

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:

Task 1 – Forecast of Future Broadband Needs In Phase I Evaluation Area

Consultant will conduct a review of the City's proposed comprehensive plan in order to forecast potential communication needs in the Phase I Evaluation Area and determine the numbers and size of conduits required to provide both current and anticipated future capacity to those areas.

▷ DELIVERABLE:

- Route Maps representing conduit sizing and conduit counts for Phase I Evaluation Area

Task 2 – Develop Arterial Fiber Conduit Design Guidelines and Construction Specifications (New Arterials)

Consultant will create design guidelines for the City that establishes design standards and construction specifications for the installation of duct banks, conduit and associated access points. The design guidelines and Specifications will outline location (depth and alignment), duct bank construction, conduit, trenching, spacers, backfill and inspection requirements (guidelines for city inspectors doing field inspection to ensure compliance with the new specifications). This specification manual will be developed in conjunction with the City Engineering department and drafting and revisions to create a final document.

▷ DELIVERABLE:

- Design guidelines and construction specifications for new arterial corridors

Task 3 – Create Conduit Lease and Financial Model

Consultant will analyze projected conduit and duct bank deployment methods and costs. Using base cost information and modeling, Consultant will develop proposed sale/lease models designed to enable the City to create an "enterprise-like" fund capable of creating city assets at minimal cost and creating a revolving fund dedicated to financing future asset expansion. The model will encourage early provider participation in conduit expansions by offering cost efficient "play today/pay tomorrow" (lower initial costs for providers, but ongoing revenues paid to the City) models with discounts for participation in joint

trenching and colocation activities. These models will be codified via Phase II public policy work.

▷ DELIVERABLE:

- Spreadsheets demonstrating typical cost of implementation per linear foot for specified build types identified in the Specification Manual
- Spreadsheet creating a financial modeling including up front and sale/IRU (Indefeasible Right of Use) lease alternatives (long-term leases).

Task 4 – Provider Outreach and Coordination

Consultant will conduct meetings with the City's private communication carriers and private fiber owners with communications operations in the Phase I Evaluation Area. Meetings will gather provider input on proposed specifications and determine the interest of providers to participate in the deployment of conduit to the Phase I Evaluation Area. Consultant will share proposed conduit specifications with providers and seek input on proposed deployment methods. Consultant will negotiate on behalf of the City and according to the financial models developed in Task 3 of this agreement.

▷ DELIVERABLE:

- Identification of levels of need from major providers
- Creation of agreements in principal regarding cost and deployment methods.

Task 5 – Coordination with Active CIP Projects

Consultant will be available to coordinate with and answer questions from designers as needed to incorporate the needs of the proposed communication infrastructure into the various CIP projects in the Phase I Evaluation Area.

Task 6 - Public Policy Recommendations

Consultant will evaluate the City's current policies and identify appropriate changes to public policy designed to meet the City's goal for creating a conduit-rich and fiber-ready infrastructure inside the community.

▷ DELIVERABLES:

- Conduit/Fiber Colocation Policy
- Draft Ordinance language for review by Legal Counsel and adoption
- Meeting & Public Inputs (Two Staff Meetings, One Council Meeting)

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

If authorized, under a supplemental agreement, Consultant shall furnish or obtain from others the following Phase II services:

Task 1 – Base Mapping of Congested ROW

Develop a base map of the congested ROW's. The mapping will include known utilities and features in the ROW. This mapping will be used as a reference for evaluating what location opportunities are available and what areas are currently problematic. This will become a source document for enacting the policies developed in Phase I.

Task 2 - Master Plan

Working from the base maps and policies, Consultant will work with City staff to develop a Telecommunications Master Plan. This plan will be used by the City to manage and coordinate telecommunications infrastructure expansion. The plan will also be used as an aid for the providers to better understand their options. This master plan will facilitate achievement of the City's overarching telecommunications goals.

Task 3 - Create Standard Operating Procedure (SOP) Documentation

The final task of Phase II will be to create SOP Documentation that will serve as the guidelines for evaluating permit requests, provider inquiries and how telecommunications are addressed in future infrastructure projects.

ATTACHMENT 2

West Des Moines Broadband Policy and Coordination Project – Phase I

WDM Project Number _____

Project Schedule – Phase I

Task	Schedule
1 – Create and Map Fiber Arterials in Phase I Evaluation Area	6 weeks following notice to proceed
2 – Develop Fiber Conduit Design Guidelines and Construction Specifications (New Arterials)	6 weeks following notice to proceed
3 – Create Conduit Lease and Financial Model	3 months following notice to proceed
4 – Provider Outreach and Coordination	3 months following notice to proceed
5 – Phase I Evaluation Area Project Design Work	Ongoing for the duration
6 – Public Policy Recommendations	4 months following notice to proceed

ATTACHMENT 3

West Des Moines Broadband Policy and Coordination Project – Phase I

WDM Project Number _____

HRGreen

SCHEDULE OF FEES

HR GREEN, INC.

Billing Rate Schedule

Effective January 1, 2018

Professional Services	Billing Rate Range
Principal	$195 - $280
Senior Professional	$170 - $250
Professional	$110 - $195
Junior Professional	$85 - $140
Senior Technician	$115 - $140
Technician	$80 - $125
Senior Field Personnel	$100 - $170
Field Personnel	$90 - $165
Junior Field Personnel	$50 - $95
Administrative Coordinator	$65 -$105
Administrative	$60 - $110
Corporate Admin	$80 - $140
Operators/Interns	$50 - $100

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%.