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CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **August 5, 2019**

ITEM:

Resolution - Approving Professional Services Agreement
2020 Street Reconstruction Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $78,330.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed $102,100.00. 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 Road Use Tax.

BACKGROUND:

Approval of this action authorizes Bolton & Menk, Inc. to perform the professional services necessary for the reconstruction of 12th Street from Vine Street to Walnut Street and Walnut Street from 12th Street to 13th Street. The work will consist of extending storm sewer from Vine Street to the north end of Holiday Park to accommodate future reconstruction of Vine Street from 12th Street to Grand Avenue, to be constructed within subsequent years.

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:

- Resolution Approving Professional Services Agreement for 2020 Street Reconstruction Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

2020 Street Reconstruction Program
Project No. 0510-001-2020

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 Bolton & Menk, Inc., and,

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

Basic Services of the Consultant	**$ 78,330.00**
Resident Consultant Services	**$102,100.00**
Total	**$180,430.00**

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Bolton & Menk, Inc. 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 Bolton & Menk, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **5th** day of **August, 2019.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 5th day of AUGUST, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Bolton & Menk, Inc., (Fed. I.D. # 41-0832249), 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 2020 Street Reconstruction Program (Project No. 0510-001-2020) 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	$	78,330.00
II. Resident Consultant Services	$	102,100.00
Total	$	180,430.00

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

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

4. INSURANCE

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

insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $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: Bolton & Menk, Inc.
Attn: Chadd Kahlsdorf PE, PMP
Address: 309 E. 5th Street Suite 200
City, State: Des Moines, IA 50309

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 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.

BOLTON & MENK, INC.	CITY OF WEST DES MOINES
BY: _____	BY: _____
Chadd Kahlsdorf, Principal Engineer	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS
Basic Services of the Engineer - The Consultant agrees to provide professional services required for the design of **2020 Street Reconstruction Program, Project #0510-001-2020**, reconstruction of 12th Street from Vine Street to Walnut Street and Walnut Street from 12th Street to 13th Street. The work will consist of completing street design, storm sewer design, sanitary sewer manhole replacement, utility coordination and relocation, bidding services, construction administration and observation.

I. Basic Services of the Consultant

A. Consultant will perform topographic survey of 12th Street from Vine Street to Walnut Street and Walnut Street from 12th Street to 13th Street. Survey to include:

a. Locate surface features within the project limits including pavement, ground shots, existing located utilities and landscape features.
b. Identify property corners to determine ROW limits
c. Survey existing ground to create surface model and contours for the site.
d. CAD drafting to create project mapping of the project area.

B. The Consultant will complete all aspects of design needed for the construction of 12th Street and Walnut Street. Preliminary and Final plans and specifications will be provided to the City for review and approval. The plan elements include:

a. **Title and General Information Sheets (A Sheets).** The title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.
b. **Typical Cross Sections (B Sheets).** The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements. The Typical Cross Sections will be used for the proposed improvements as well as determination of the limits that each section will apply.
c. **Estimate of Quantities (C Sheets).** This includes determination of the bid items to be included in the project, along with an estimate of quantities for each item. Estimate Reference Notes (ERN) will be developed to assist the contractor in bidding the project. Erosion Control and Restoration sheets will be included in the C sheets. Sheets include the design of erosion control measures and surface restoration to be provided on the Project.
d. **Plan and Profiles (D Sheets).** Plan and profile sheets will show the existing and proposed horizontal and vertical roadway alignment of the corridor. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. The scale of these sheets will be 1"=20'.
e. **Traffic Control and Staging (J Sheets).** Plan includes anticipated construction scheduling and staging of the Project, highlighting traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining

access to adjacent properties during construction. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

f. **Intersection Geometrics (L Sheets).** Plans will refine intersection geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. The scale of these plans sheets will be 1"=20'.

g. **Underground Utilities (M Sheets).** Plans include storm sewer, sanitary sewer, and water main design. These drawings will show identified locations of franchise utilities and critical crossings. Sheets may be combined depending on clarity of the plans.

   i. ***Storm Sewer Sheets (M1.00).*** Storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Plans show storm sewer horizontal and vertical profiles, unless shown on applicable D sheets, that will show the existing topography, proposed improvements, storm sewer profile, and structure locations. Structure tables and storm sewer cross will be included. The scale of these plans sheets will be 1"=20'.

   ii. ***Sanitary Sewer Design (M2.00 Sheets).*** Plans show sanitary plan and profile sheets that will show the existing topography, proposed improvements, sanitary sewer profile, and manhole locations. Plans include sanitary sewer structure tables. The scale of these plans sheets will be 1"=20'.

   iii. ***Water Main Design (M3.00 Sheets).*** Plans include water main layout and profile sheets that will show the existing topography, proposed improvements, water main profile, hydrant and valve locations. The design will be coordinated with West Des Moines Water Works. The scale of these plans sheets will be 1"=20'.

h. **Removal Plans (R Sheets).** This includes the design and drafting of the removal limits of the existing infrastructure inside of the project area. The plan includes the removals of pavement, underground utilities.

i. **Curb Ramp Design (S Sheets).** Curb ramp layout will be in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

j. **Detailed Cross Sections (W & X Sheets).** This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

C. The Consultant will coordinate design review meetings with the City at the preliminary design (approximately 50% of final design) and at 90% design stage. The Consultant will incorporate a design review comment prior to final issuance of specifications and construction drawings.

D. The consultant will coordinate project activities with utility companies to address specific conflicts and determine potential utility relocations in the Right of Way. Coordination activities will begin early in the preliminary design phase and continue throughout construction activities.

E. The Consultant will develop a public information video presentation that can be posted to the City's website.

F. The Consultant will meet with individual residents and affected parties, as needed, as part of the public outreach for the reconstruction project.

G. The Consultant will identify any acquisitions and easements and provide acquisition plats to the City of West Des Moines.

H. The consultant will complete an environmental review of the project corridor to determine any impacts.

I. The Consultant will provide bidding assistance to the City of West Des Moines. This includes:

a. Development of the Project Manual for the Project, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The specifications will meet the City of West Des Moines & SUDAS requirements.

b. Preparation of the Opinion of Probable Cost (OPC) for the Project. OPC shall be prepared at the time of completion of the plans and specifications.

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

d. The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

e. The Consultant shall have a representative present for opening of bids and proposals, shall make tabulations of the bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

II. Resident Consultant Services

The Consultant will provide the following construction administration services:

A. Convene and preside over a preconstruction conference. Preconstruction conference attendees will include:

a. City staff

b. Representatives from the contractor, subcontractors and suppliers

c. Representatives from affected utility companies

d. Bolton & Menk staff

B. Provide supervision and support to resident project representative and perform regular on-site reviews.

C. Convene and preside over weekly construction progress meetings.

D. Prepare change orders and written directives as needed.

E. Review and approve shop drawings, materials lists, suppliers lists, and other required submittals by contractor.

F. Assist the resident project representative with the preparation, review and approval of partial pay requests.

G. Meet with affected property owners as required to answer specific questions or to address construction or design related concerns.

H. Obtain additional information from City staff, when required for proper execution of the work.

I. The Consultant will provide a Resident Project Representative (RPR) during construction activities. The RPR is programmed for 40 hours per week for an estimated 16-week construction period. RPR will perform the following activities:

a. Be on-site during construction in order to observe and review the quality of work.
b. 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.
c. Coordinate field testing of construction materials with City's testing subcontractor.

J. Support construction close-out with following tasks:

a. Conduct an on-site review of the project with City staff, contractor's representatives, and other stakeholders as appropriate.
b. Develop an itemized list of construction issues to be corrected or resolved.
c. Monitor completion of the punch list items by the contractor.
d. Conduct a final project walk through with the City and the contractor to verify that all punch list items have been completed to the satisfaction of the City.
e. Prepare final pay estimate and submit to contractor for review and approval. Resolve any issues regarding pay item quantities with the contractor.
f. Secure all other documentation required from contractor for project close-out required by the City.
g. Provide as-constructed electronic and hard copy drawings showing changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the RPR.
h. Perform an as-built survey of the project for utilities and develop as-built drawings. This information will also be provided in the City's preferred GIS compatible format.
i. Consultant will submit digital copies of required project construction documentation in accordance with City standards.

ATTACHMENT 2

PROJECT SCHEDULE

The anticipated project schedule:

Topographic Survey	August/September 2019
Preliminary Design and Design Review	October 2019
Final Design and Review	December 2019
Public Outreach	December 2019
Project Letting	January 2020
Project Construction	May – October 2020

ATTACHMENT 3

SCHEDULE OF FEES

2019 SCHEDULE OF FEES

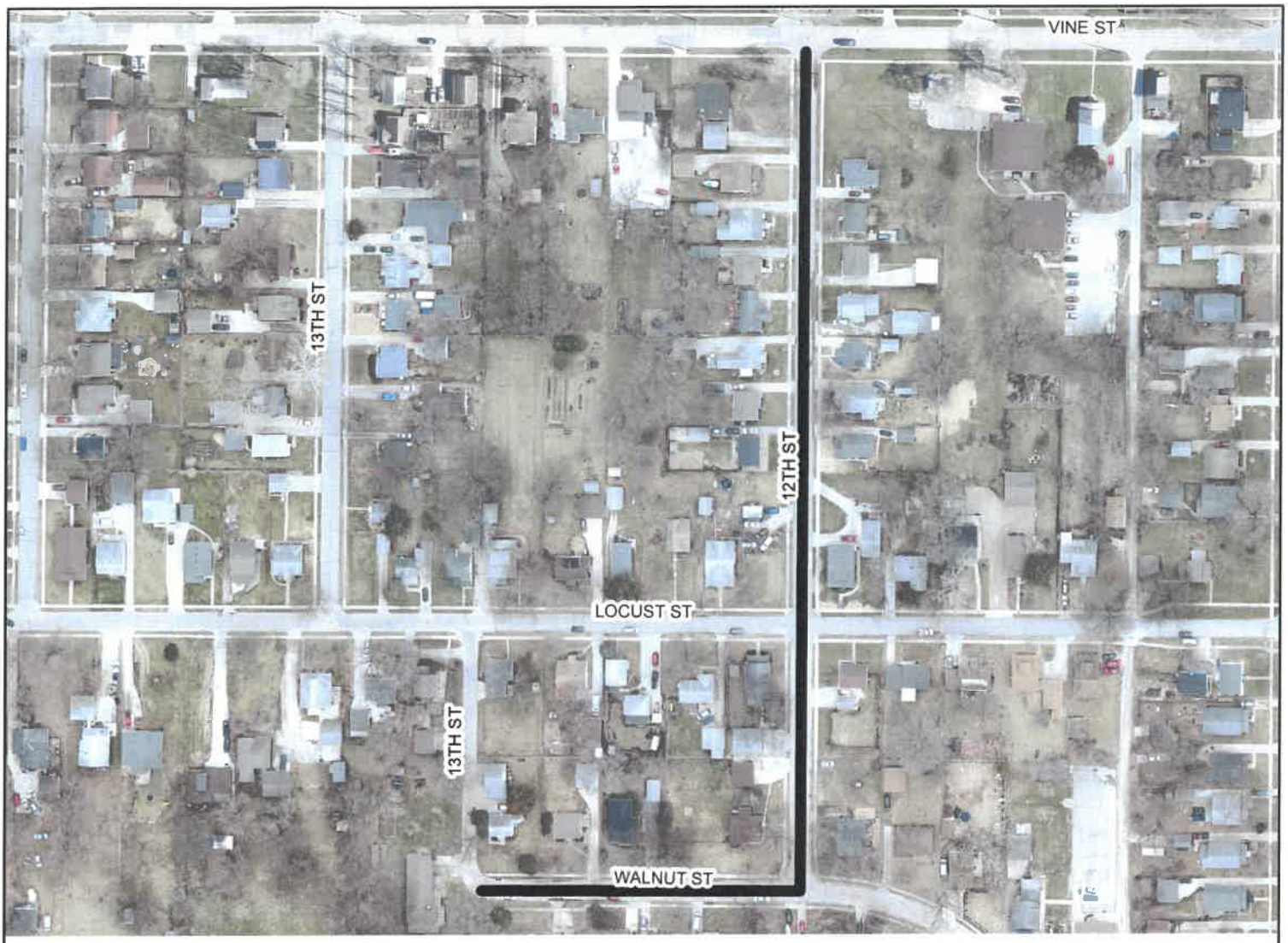
The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2019. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

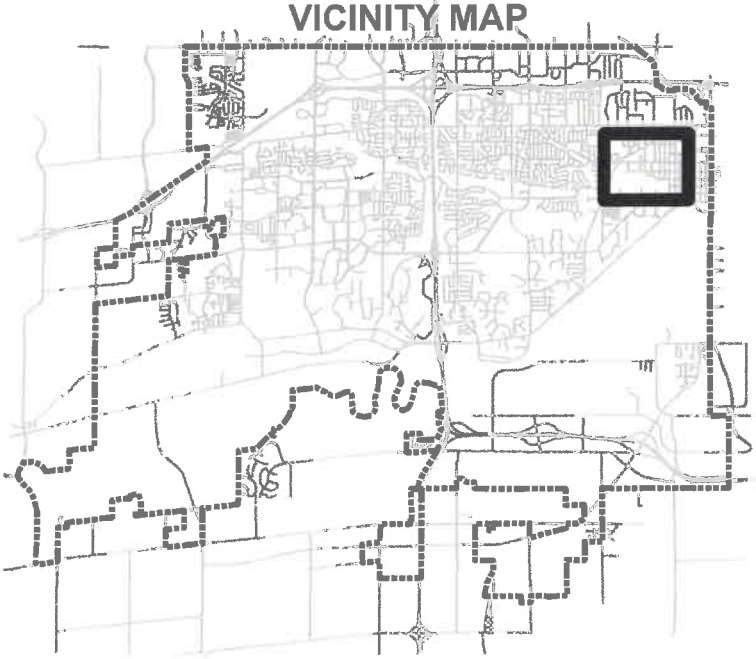
These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	$150-280/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	$140-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	$110-210
Project Manager (Inc. Survey, GIS, Landscape Architect)	$100-195
Project Engineer/Surveyor/Planner/Landscape Architect	$85-190
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	$80-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	$60-175
Senior Technician (Inc. Construction, GIS, Survey[1])	$85-180
Technician (Inc. Construction, GIS, Survey[1])	$65-150
Administrative/Corporate Specialists	$45-125
Structural/Electrical/Mechanical/Architect	$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

[1] *No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.*



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

2020 Street Reconstruction Program

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 7/25/2019	PROJECT NUMBER/NAME: 0510-001-2020	SHT. 1 of 1