CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **August 19, 2019**

ITEM:

Resolution - Approving Professional Services Agreement
Bridge Removal – SE Army Post Road West of SE 42nd Street

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $33,000.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed $15,000.00. 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 General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes Snyder & Associates, Inc. to perform the professional services necessary for the removal of a reinforced box culvert (listed as a bridge on the national registry) on SE Army Post Road west of SE 42nd Street. The City of West Des Moines currently owns the right-of-way for SE Army Post Road west of SE 42nd Street, but the roadway has been vacated and is currently only being used by Des Moines Water Works for access and remains a corridor for some private utilities. Removal of the culvert will require some extensive drainage modifications.

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 Bridge Removal – SE Army Post Road West of SE 42nd Street.

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 JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2019		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

Bridge Removal – SE Army Post Road West of SE 42nd Street
Project No. 0510-052-2019

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 Snyder & Associates, Inc.; and,

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

Basic Services of the Consultant	**$33,000.00**
Resident Consultant Services	**$15,000.00**
Total	**$48,000.00**

therefore,

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

PASSED AND APPROVED on this **19th** 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 19th day of August, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Snyder & Associates, Inc, 2727 SW Snyder Boulevard, Ankeny, IA 50023, (Fed. I.D. # 42-1379015), 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 Bridge Removal - SE Army Post Road West of SE 42nd Street (Project No. 0510-052-2019) 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	$ 33,000
II. Resident Consultant Services	$ 15,000
Total	$ 48,000

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

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

4. INSURANCE

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

provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Snyder & Associates, Inc.
Attn: David N. Moeller, P.E., President
Address: 2727 SW Snyder Blvd.
City, State: Ankeny, IA 50023

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.

SNYDER & ASSOCIATES, INC.	CITY OF WEST DES MOINES
BY: _____	BY: _____
David N. Moeller, P.E., President	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

I. SCOPE OF WORK

A. GENERAL

The CONSULTANT shall provide Basic Services as required to complete the preparation and assembly of the PROJECT as described hereinafter as follows:

1. The PROJECT consists of environmental review and floodplain permitting, topographic and boundary survey, preliminary and final design and plan services to provide contract documents, and construction administration and observation for the removal of the existing box culvert on Army Post Road approximately 0.4-mile west of S. 42nd Street. The project will include removal of the structure and approximately 1,200-feet of existing roadway pavement, grading of a new channel, and construction of grade control (rip rap) along the channel to prevent further erosion upstream. The project will require coordination with Des Moines Water Works and Iowa DOT and permitting through the Iowa DNR and U.S. Army Corps of Engineers.

B. BASIC SERVICES OF THE CONSULTANT

The CONSULTANT will provide the Basic Services of the Consultant as follows.

1. PROJECT ADMINISTRATION

The CONSULTANT shall perform the following administrative services during the design of the PROJECT:

a. Progress reports as requested to the CITY.

b. Monthly billing reports.

c. Project coordination for engineering and coordination with the CITY.

d. Project design review.

e. Meetings to review progress, and attend Council meetings and Public Hearings.

f. Updates to the City's project SharePoint site.

g. Coordination with Des Moines Water Works and Iowa DOT

2. FLOODPLAIN PERMITTING

The drainage area at the location of the removed structure is greater than 2.0-acres and will require a permit through the Iowa Department of Natural Resources. The CONSULTANT will provide a floodplain analysis for the unnamed tributary to Raccoon River for the purposes of hydraulic design of a proposed channel. The hydraulic design will utilize methods accepted by the Iowa Department of Natural Resources (IADNR) using current backwater and freeboard requirements listed in Section 567, Chapter 72 of the Iowa Administrative Code. The CONSULTANT will prepare a new hydraulic model of the unnamed tributary based on field survey and the City's digital terrain model. The proposed structure will be submitted to the IADNR Floodplain Division and Sovereign Lands Division for project approval and permitting within the Raccoon River flood plain. Modeling of the Raccoon River is not included in this scope since the project is not located within the Raccoon River floodway.

3. SURVEY & BASE DRAWING SERVICES

Topographic and Boundary Survey services will be performed to facilitate the project design. The pavement and roadway right of way of Army Post Road will be surveyed from 2,600 feet west to 1,300 feet west of the S. 42nd Street. The channel will be surveyed from 300 feet north of the existing bridge south to the Iowa DOT right of way.

a. Site Features - A topographic field survey will be performed of the above ground physical features including pavements, trees, buildings with elevations at doorways that exit at grade, utility appurtenances, etc. within the limits of the PROJECT.
b. Utilities - The utility portion of the survey shall be created using the field survey and information as provided to the CONSULTANT from the utility CITYs by either existing record and or physical field locates. The CONSULTANT shall make a diligent attempt to make an accurate representation of underground utilities, vaults and related items but no guarantee can be made as to the condition or location horizontally or vertically between each structure. This portion of the topographic survey would constitute a level "C" utility survey as outlined by the Subsurface Utility Engineering profession.
c. Coordinate System - The coordinate system that will be used will be based on the West Des Moines datum to tie into adjacent projects along the corridor.
d. The CONSULTANT will perform research and locate field evidence necessary to establish the existing right of way lines in the project corridor. Property lines of affected parcels will be located in order to design permanent and temporary easements.

4. GEOTECHNICAL ENGINEERING SERVICES - NONE

No geotechnical engineering services are included in this scope of services because no permanent structures are being constructed and no fill is being placed.

5. PRELIMINARY DESIGN SERVICES

The preliminary design will include enough detail to determine the channel grading

limits and limits of potential temporary and permanent easements that may be necessary from two parcels: the Des Moines Water Works parcel to the north and the Silverado Farms parcel to the south of the bridge removal. It may be necessary to grade the channel onto these properties in order to install grade control structures (rock riffles). Up to 2 permanent easement plats and 2 temporary easement plats are included in this scope of services. Existing pavement removal is within existing right of way.

6. FINAL DESIGN SERVICES

After approval of the preliminary plans, the CONSULTANT shall prepare construction documents for the PROJECT. The construction documents shall include, but not be limited to, the following information:

a. Final Design Plans and Specifications - The CONSULTANT shall complete the final design, plans and specifications for the improvements for the established scope for the PROJECT and shall furnish a copy of these documents to the CITY for review and approval prior to final acceptance. The design documents will follow the current City's requirements. SUDAS will be utilized for the project specifications. Final plans include quantities and tabulations, bid item reference notes, final plan and profile drawings, and geometric design. The plans will be organized in a set appropriate for a public bid opening through the CITY. Record drawings of the existing structure, if available, will be included in the project plans for contractor information.

b. Permits – The CONSULTANT will publish the required notice for the NPDES permit and submit an Application to Work in Iowa DOT Right of Way to the Iowa Department of Transportation. The NPDES permit and final SWPPP plan will be prepared by the contractor as part of the construction contract. Permitting for the U.S. Army Corps of Engineers including the associated bat habitat survey, wetland and stream delineations, and associated submittals will be completed by the CITY.

c. Opinion of Probable Construction Costs - The CONSULTANT shall prepare an opinion of the total probable construction costs based upon the design developed. Statements of probable construction costs prepared by the CONSULTANT represent the best judgment as a design CONSULTANT familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the CONSULTANT does not guarantee that any actual cost will not vary from any cost estimate prepared by the CONSULTANT.

7. BIDDING PHASE

Upon receipt of CITY authorization under the Final Design Phase as described herein, the CONSULTANT shall perform the following services:

a. Construction Contract Documents - The PROJECT will be let by the CITY and the CONSULTANT shall supply the necessary documents for this process.

b. Advertising - The CONSULTANT shall answer questions from potential contractors, subcontractor and suppliers, and coordinate with CITY staff during this phase of services.

c. Bidding - The CONSULTANT shall attend the meeting at which bids are received, tabulate the bids and make recommendations to the City Council regarding the awarding of the construction contract to the lowest qualified bidder.

d. The services under this Agreement shall include those required for the construction of the proposed improvements for the PROJECT. One bid letting is anticipated for the PROJECT.

8. RIGHT-OF-WAY SERVICES

The CITY shall approve the following right-of-way services before work commences:

a. Right-of-Way Needs - The CONSULTANT will specify right-of-way needs for the PROJECT for temporary construction easements for up to 2 parcels (2 plats total). No permanent easements are anticipated.

b. Right-of-Way Acquisition Plats & Legal Descriptions - The CONSULTANT shall develop a written file for each of the parcels and complete a legal description of each parcel and right-of-way plat. The stated purpose of such acquisitions, including the type of interest, construction easement to be acquired.

9. PRECONSTRUCTION MEETING

a. Preconstruction Conferences - The CONSULTANT shall arrange and conduct a preconstruction conference with the Contractor and CITY, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.

C. RESIDENT CONSULTANT SERVICES

The CONSULTANT will perform resident consultant services for construction of the PROJECT.

1. CONSTRUCTION ADMINISTRATION PHASE

After the preconstruction meeting, the CONSULTANT shall perform the following administrative services during construction of the PROJECT:

a. During the construction phases, the CONSULTANT shall specify the testing of materials and administrative procedures as per the CITY's requirements and as directed by the CONSULTANT.

b. Site Observation – The CONSULTANT shall visit the construction site, at such times and with such frequency deemed necessary by the CONSULTANT, to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents. Site Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP).

c. Contractor Payment Requests - The CONSULTANT shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.

d. Notification of Nonconformance - The CONSULTANT shall notify the CITY of any known work which does not conform to the construction contract, make recommendations to the CITY for the correction of nonconforming work and, at the request of the CITY, see that these recommendations are implemented by the contractor.

e. Shop Drawings - The CONSULTANT shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.

f. Change Orders - The CONSULTANT shall prepare change orders for approval of the CITY.

g. Substantially Complete and Final Site Observation - The CONSULTANT shall perform a site observation to determine if the PROJECT is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.

h. During the Construction Services Phase, the Project Manager shall confer with the CITY's Project Officer to report PROJECT status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.

i. If the Contractor exceeds the estimated working days in completing construction of the PROJECT for any of the PROJECT lettings, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for administration, inspecting and staking services based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule (Attachment 3).

j. Final Acceptance – The CONSULTANT will make a recommendation of final acceptance to the CITY for review by its City Council. Final acceptance of the PROJECT by the CITY shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the CONSULTANT for liability of design.

2. CONSTRUCTION STAKING

The CONSULTANT shall be responsible for providing all vertical and horizontal control for the PROJECT. Remaining construction staking needs will be bid as part of the construction contract.

3. RECORD DRAWINGS

Record Documents - The CONSULTANT shall furnish reproducible record documents for the PROJECT according to City requirements. Such as-builts may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CITY/CONSULTANT approval.

4. CONSTRUCTION OBSERVATION

The CONSULTANT will provide one Resident Construction Observer for the PROJECT for periodic observation of the work during the Construction Phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the CONSULTANT will make a recommendation on the request to the CITY for

their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CITY shall never be deemed to have authorized the CONSULTANT to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the PROJECT during the construction periods, including the following:

a. Checking of lines and grades required during construction.

b. Observation of the work for general compliance with plans and specifications. Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP), if any is required for the site, which is the sole responsibility of CITY (See Article I.E.2., herein).

c. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.

d. Resident Services provide the CITY with representation at the job site during the Construction Phases of the PROJECT which results in increasing the probability that the PROJECT will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Resident Services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.

5. CONSTRUCTION TESTING

The Resident Engineer or Construction Observer shall coordinate the acceptance testing and monitoring according to CITY requirements. Concrete field air and slump tests required will be completed by the Resident Engineer or Construction Observer. Moisture and density control tests will be required by the Contractor. Assurance sampling, testing and source inspection required is not expected to be provided by the CONSULTANT.

D. ADDITIONAL SERVICES

1. Changes in Scope of Services

The CITY may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the CONSULTANT's Services and corresponding costs. Additional Services shall be performed as requested in writing by the CITY on an hourly basis in accordance with the CONSULTANT's current fiscal year Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

Additional Services that may be added at the option of the CITY include, but are not limited to, the following:

- Bat Habitat Survey
- Wetland and Stream Delineation
- U.S. Army Corps of Engineers 404 permit submittal
- Wetland & Stream Mitigation Design and Construction Services

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. CONSULTANT'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial storm water pollution prevent plan, then and in that event and notwithstanding any provision to the contrary, CONSULTANT shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan for the site.

2. CITY'S Responsibility

CITY shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. Upon CITY'S request, CONSULTANT will include the initial Storm Water Pollution Prevent Plan as a part of the Construction Documents and will require the Construction Contractor in the Construction Contract to assume all of CITY'S responsibilities set forth in this paragraph.

ATTACHMENT 2

PROJECT SCHEDULE

This PROJECT, from design through construction completion, shall be performed by the CONSULTANT in accordance with a schedule mutually developed by CITY and CONSULTANT. The schedule for the PROJECT is described as follows:

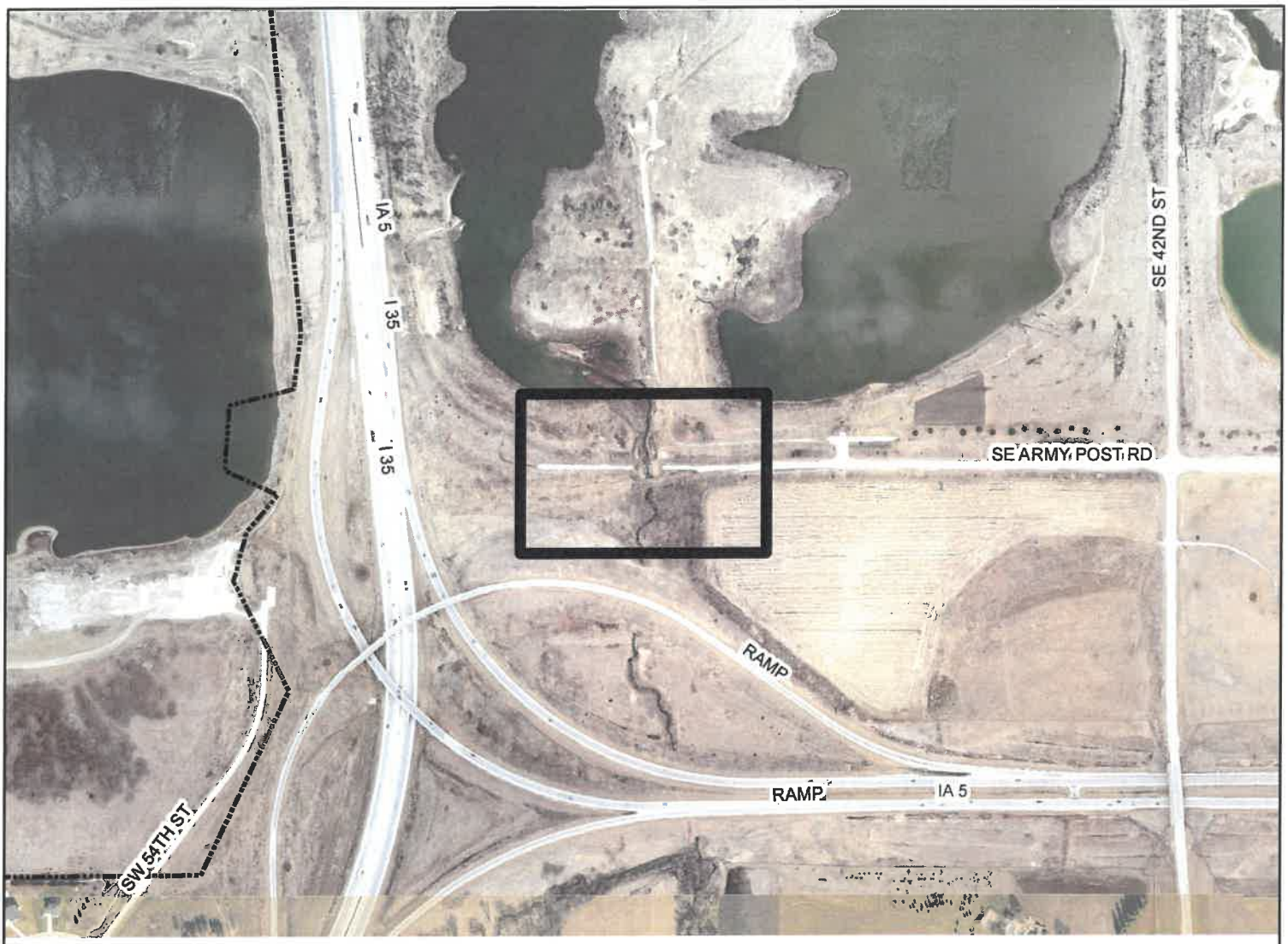
Notice to Proceed	August 20, 2019
Field Survey Complete	September 13, 2019
Preliminary Design Complete	November 1, 2019
Environmental Review Complete (submit permits)	December 1, 2019
Final Design Complete	April 1, 2020
Bidding	April of 2020
Construction	Spring/Summer of 2020

ATTACHMENT 3

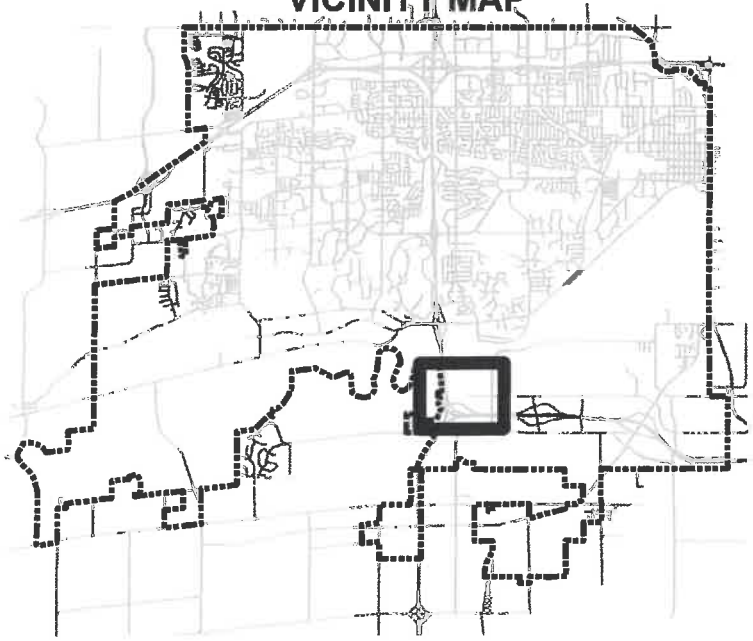
SCHEDULE OF FEES

SNYDER & ASSOCIATES, INC.
2019-20
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer		
Principal II	$208.00	/hour
Principal I	$197.00	/hour
Senior	$177.00	/hour
VIII	$163.00	/hour
VII	$155.00	/hour
VI	$148.00	/hour
V	$138.00	/hour
IV	$128.00	/hour
III	$116.00	/hour
II	$106.00	/hour
I	$93.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	$125.00	/hour
Senior	$119.00	/hour
VIII	$111.00	/hour
VII	$103.00	/hour
VI	$92.00	/hour
V	$82.00	/hour
IV	$76.00	/hour
III	$64.00	/hour
II	$56.00	/hour
I	$48.00	/hour
Administrative		
II	$64.00	/hour
I	$52.00	/hour
Reimbursables		
Mileage	*Current IRS standard rate*	
Outside Services	*As Invoiced*	



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Bridge Removal – SE Army Post Road West of SE 42nd Street

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 7/25/2019	PROJECT NUMBER/NAME: 0510-052-2019	SHT. 1 of 1