CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: September 3, 2019

ITEM: Motion – Approval of Professional Services Agreement – Sugar Creek Greenway Trail

FINANCIAL IMPACT: Expense of $110,200.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of LOSST funds available in the FY 19-20 CIP, and paid out the Sugar Creek Greenway Trail (0510 034 2018).

BACKGROUND: Under a previously approved agreement from 10/16/17, Snyder & Associates completed a conceptual design, cost opinion and project phasing for a trail along Sugar Creek from Raccoon River north to the Interstate 80 bridge. This project is part of the City's 'Marathon Loop Trail' which is one of the 'Five Waters Project' components. The Council is now asked to approve an agreement with Snyder & Associates for professional services related to preparation of construction documents for the Sugar Creek Trail (Phase 1 from Stagecoach Dr to Booneville Road). The scope includes preparation of construction documents for this trail segment, as well as a pedestrian bridge across Sugar Creek with connection to Woodland Hills Park. Services include topography and boundary survey, engineering design, structural design for two pedestrian bridges, geotech investigation, hydrology/hydraulic studies and project specs. This design work will also parallel design efforts currently underway by the WRA for streambank and water quality improvements along this same stretch of Sugar Creek. The WRA anticipates bidding that project over the winter for 2020 construction. Snyder & Assoc. is also the design consultant hired by the WRA for that project as well.

The agreement with Snyder & Associates is attached along with their proposal, scope of work, and schedule. The consultant was selected for this project due to their past experience on this project and experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability. City staff attempts to distribute professional services 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: That the City Council approve the agreement with Snyder and Associates

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

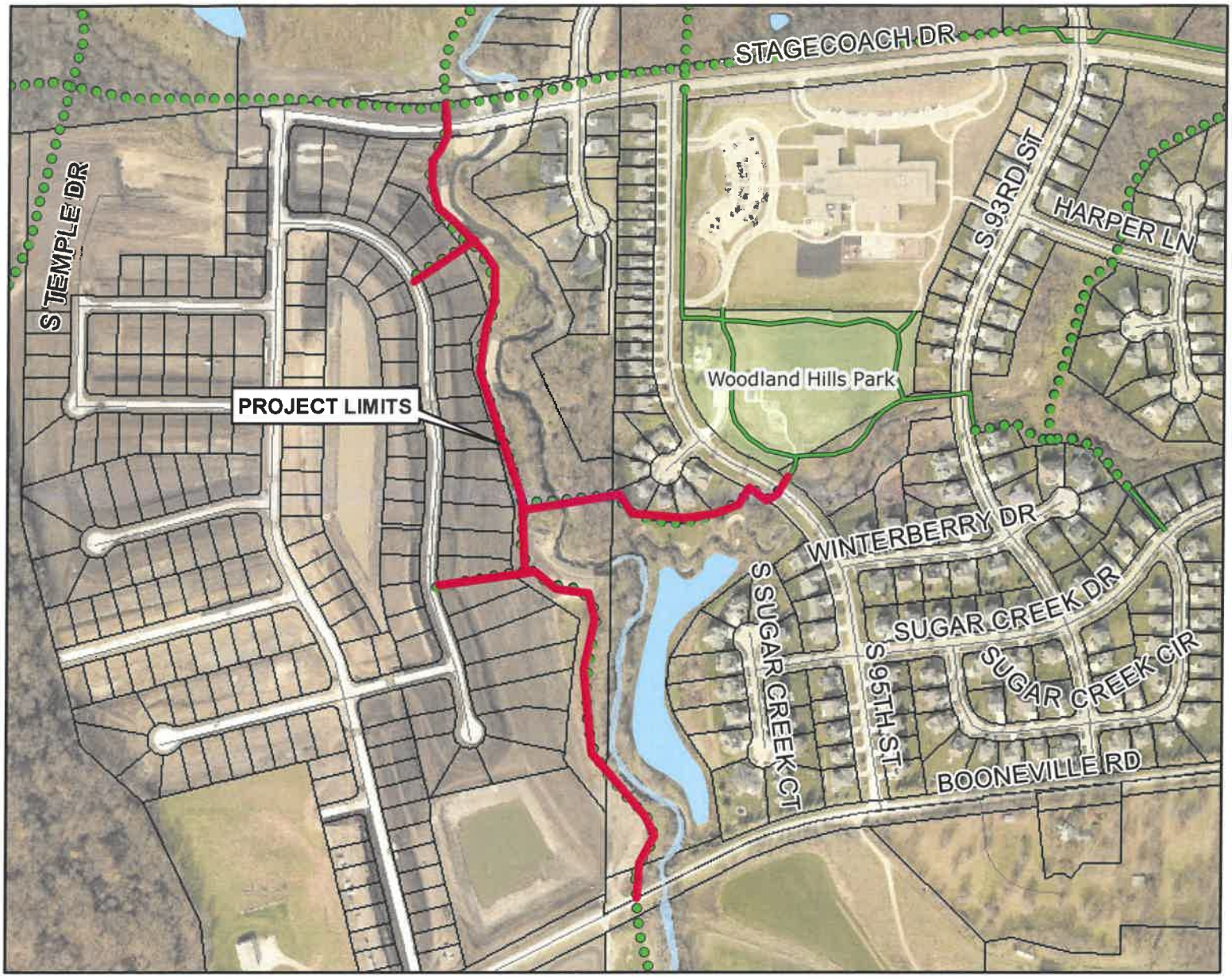
Department Director	Sally Ortgies, Director of Parks & Recreation	SO by DS
Appropriations/Finance	Tim Stiles, Finance Director	
Legal	Richard Scieszinski, City Attorney	
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



VICINITY MAP

LEGEND

- Proposed Trails
- Existing Trail
- Park & Greenway

N

0 395 790 Feet

THE CITY OF WEST DES MOINES	PROJECT: **PSA - SUGAR CREEK GREENWAY TRAIL, PHASE 1**			
	LOCATION: **SUGAR CREEK BETWEEN STAGECOACH DR & BOONEVILLE RD**			
	DRAWN BY: **MAA**	DATE: **8/27/2019**	PROJECT NO.:	SHT. **1 of 1**

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 3rd day of September, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Snyder & Associates, Inc., (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 **Sugar Creek Greenway Trail Phase 1 – Stagecoach Dr to Booneville Rd (Project No. 0510 XXX XXX)** 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 1. 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 NOT-TO-EXCEED sum, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment A.

I. Basic Services of the Consultant	$109,700.00
Estimated Reimbursables	$ 500.00
TOTAL	$110,200.00

   B. The Consultant shall invoice the City monthly for services, 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, 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 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: _____	BY: _____
David N. Moeller, President	Ryan T. Jacobson, City Clerk

EXHIBIT A

SUGAR CREEK GREENWAY TRAIL
PHASE 1 – STAGECOACH DR TO BOONEVILLE RD

CLIENT: MR. MARCO ALVAREZ
WEST DES MOINES PARKS AND RECREATION
4200 MILLS CIVIC PARKWAY, #1B
WEST DES MOINES, IOWA 50265

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

DATE: AUGUST 13, 2019

PROJECT DESCRIPTION

This project is to design and prepare construction documents for the Sugar Creek Greenway Trail, Phase 1. The project area is generally along bounded by Stagecoach Drive on the north and Booneville Road on the south, with the 12-foot wide Sugar Creek Greenway Trail running along the west side of Sugar Creek, including a short, 12-foot wide trail bridge to cross a tributary to Sugar Creek. The trail will pass under an existing roadway bridge on Stagecoach Drive and also tie into the trail along Stagecoach Drive on the north side of the road. At Booneville Road, the trail will pass under the bridge and also tie into the road.

This project also includes design of a 10-foot wide trail bridge to cross Sugar Creek and a 10-foot wide spur trail to connect to S 95th Street on the east side of Sugar Creek. Two additional 10-foot wide trail spurs to the west will connect the Sugar Creek Greenway Trail to S Wildfire Ave in King's Landing.

Services include topography and boundary survey, engineering design, structural design for the bridge crossing Sugar Creek and the tributary, geotechnical investigation, hydrology and hydraulic studies, and project specifications.

A local bid letting has been included, but may not be needed depending upon whether or not the project is constructed by developers through parkland dedication requirements.

SCOPE OF SERVICES

I. TASK 1 - PROJECT ADMINISTRATION

A. Design Schedule – The PROFESSIONAL and CLIENT shall mutually agree to a project schedule. The PROFESSIONAL shall provide the CLIENT with a monthly progress report. If design work is not progressing in a manner to comply with the anticipated completion date, the project team including the PROFESSIONAL and the CLIENT will develop an action plan to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule.

B. Project Coordination – The PROFESSIONAL shall provide coordination with CLIENT and may attend up to two meetings to review or present plans.

II. TASK 2 - TOPOGRAPHIC AND BOUNDARY SURVEY

A. Survey Staking of Boring Locations – PROFESSIONAL shall make a site visit to stake four boring locations for the Geotechnical Investigation.

B. Topographic Survey and Site Features – The PROFESSIONAL shall provide topographic survey services including:

1. Horizontal Datum will be provided using Iowa Regional Coordinate System – Zone 8 Ames-Des Moines.
2. Vertical Datum will be provided using the local City of West Des Moines Vertical Local Datum.
3. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
4. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate cadd drawing level to view when applicable. An approximate 50 grid will be used to create topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
5. Contours shall be shown at 1-foot intervals.
6. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate.

Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structure shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.

7. Rim elevations for existing utility structures will be provided, if accessible. The surveyor will use their experience and judgment in obtaining the inverts, pipe diameter, pipe material and condition of structure obtained by using reasonable survey equipment and visual inspection of the structure. Due to the nature of underground utilities, the surveyor cannot guarantee the accuracy when physical measurements cannot be obtained.
8. Should it be determined that more investigation of the utility is necessary, the CLIENT shall contact PROFESSIONAL to authorize additional investigation of a specific utility. This may include but not limited to geophysical locating, opening manholes rims that have been paved over/locked down/unable to open, private utilities, entering a structure that is considered a confined space, etc. This service is not included with the base fee amount and will be considered extra services.
9. Location of trees 6 inches and greater not lying with wooded area will be noted as deciduous or coniferous.
10. The drip line or perimeter outline of wooded/brush areas will be shown.

C. Topographic Survey Drawing - PROFESSIONAL shall provide topographic survey drawing that will utilize the information collected from the above services and includes the following services:

1. Include legend of symbols and abbreviations used on the drawing. Show north arrow and graphic scale
2. Drawing sheet size 22 inches x 34 inches at a suitable scale that best fits the sheet size.
3. Final deliveries will include 2 paper copies. The drawing shall be prepared in Microstation.DGN format.
4. An electronic file will be provided in CADD format (Microstation.DGN or Autocad.DWG) upon receiving a signed Electronic Media Contact.

D. Existing Utilities - PROFESSIONAL shall depict known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates.

1. This service includes the use of Iowa One Call's Design Information Request (DIR) System followed by the Design Locate Request (DLR) system to identify known utilities that subscribe to Iowa One Call.
2. PROFESSIONAL shall perform field survey to locate utilities as designated by their respective owners.
3. Utilities as depicted as a result of this activity will constitute a Quality Level "C" effort in accordance with ASCE 38 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data outlined below.
    a. **Quality Level A** involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. This activity is called "locating." It is the highest level presently available. When surveyed and mapped, precise plan and profile information is available for use in making final design decisions. By knowing exactly where a utility is positioned in three dimensions, the designer can often make small adjustments in elevations or horizontal locations and avoid the need to relocate utilities. Additional information such as utility material, condition, size, soil contamination, and paving thickness also assists the designer and utility owner in their decisions.
    b. **Quality Level B** involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. This activity is called "designating." Two-dimensional mapping information is obtained. This information is usually sufficient to accomplish preliminary engineering goals. Decisions can be made on where to place storm drainage systems, footings, foundations, and other design features in order to avoid conflicts with existing utilities. Slight adjustments in the design can produce substantial cost savings by eliminating utility relocations.
    c. **Quality Level C** involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

d. **Quality Level D** information comes solely from existing utility records. It may provide an overall "feel" for the congestion of utilities, but it is often highly limited in terms of comprehensiveness and accuracy. Its usefulness should be confined to project planning and route selection activities.

E. Boundary Verification - PROFESSIONAL shall field verify the existing boundary line(s) to facilitate design or concept needs and enable creation of said construction documents.

1. This service includes: research the public records in the county courthouse to acquire the current recorded deed(s), subdivision plat(s), recorded survey(s) and section corner certificate(s); perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines; graphically show the boundary on the construction documents for design purposes only.
2. The CLIENT shall provide or disclose all known information pertaining to the property. This would include but is not limited to boundary conflicts with adjoining owners, deeds, surveys concepts drawings and easements.
3. This work does not constitute a certified boundary survey and missing monuments will not be set.

III. TASK 3 - GEOTECHNICAL INVESTIGATION

A. Geotechnical services will be provided by Allender Butzke Engineers, Inc. through a subconsultant agreement.

B. Services include drilling 2 abutment borings for each of the two bridges, taking samples at 5 feet intervals for evaluation of bridge foundations and embankment stability/settlement. Based on experience in the area, subconsultant expects to encounter shale or sandstone bedrock formations near depths of about 50 feet.

C. Services include drill rig mobilization, Iowa One Call, 4 borings at 55+/- feet deep, lab testing, engineering analysis and written report.

D. PROFESSIONAL will stake boring locations prior to subconsultant coordinating the Iowa One Call utility locates.

E. Access to the east abutment of the southern Sugar Creek bridge appears challenging. Services do not include extra access time or clearing costs.

IV. TASK 4 - HYDROLOGY AND HYDRAULIC STUDY

A. Previously prepared hydrology and hydraulic studies will be used as the basis for design of the spur trail crossing of Sugar Creek and the mainline trail crossing of the Sugar Creek tributary. Future conditions peak discharges will be utilized for the basis of design for backwater and freeboard.

B. The Sugar Creek base hydraulic model will be updated to include the new Booneville Road bridge and street profile.

C. A scour analysis will be performed using post project models. The design scour discharge (0.5% annual chance flood) will be interpolated from the future conditions design discharges. Scour calculations will be consistent with the Iowa DOT Bridge Design Manual.

D. A report of the hydraulic analysis will be prepared with the necessary figures, tables and Iowa DNR flood plain permit forms. The report will be submitted to the Iowa DNR for approval. The City of West Des Moines flood permit application will also be prepared and provided to the Owner to obtain the local flood plain permit.

E. Submittal to FEMA for either a conditional or post project Letter of Map Change is not included within the scope of this project.

V. TASK 5 - STRUCTURAL ENGINEERING DESIGN

A. PROFESSIONAL will prepare bridge design using the following assumptions:

1. No utilities to be impacted by new trail alignment or bridge construction.
2. No lighting or utilities are to be included with the new bridges.
3. Each bridge superstructure is anticipated to be a single-span prefabricated truss bridge. The substructures are anticipated to be concrete abutments supported on steel piles.
4. The bridge lengths will be determined during Preliminary Design, based on results of the hydraulic analysis, proposed trail alignment and profile grade elevation, and geotechnical design recommendations (provided by subconsultant).
5. The abutment substructure units will be oriented square (perpendicular) to the prefabricated truss (no bridge skew).
6. Rails are anticipated to be incorporated in the bridge superstructure. Approach rails are anticipated to be black chain link fence.

B. Preliminary Design – PROFESSIONAL will establish the bridge type, size, and location. Electronic plan files will be delivered in Microstation format, and plotted on 11x17 sheets. The design services, documents, methods, and procedures shall be in conformance with current Iowa DOT policies, detail standards, and other appropriate laws, rules and regulations as applicable.

C. Final Design – PROFESSIONAL will complete final design with plan details to include abutment details, project quantities, notes, and miscellaneous details.

D. Opinion Of Probable Construction Cost - The cost opinions will be based on identified bid items and estimated quantities. Unit prices will be based on history of similar projects and current Iowa DOT unit costs. Costs will be provided in Fall 2019 dollars, and are intended for budgetary purposes only; exact costs are difficult to determine due to the possibility of hidden or latent site conditions, site accessibility, and future market conditions.

VI. TASK 6 - PRELIMINARY AND FINAL PLAN PREPARATION

A. Plans And Details - The plans shall be in substantial conformance with the concept plan for the project. The preliminary and final plans shall at a minimum, include the following items:

1. Title Sheet
2. General project notes, estimated construction quantities, and estimate reference information
3. Proposed typical cross section(s) and details
4. Plan and profile sheets with horizontal alignment and vertical profile, construction limits, ditch grading, and general trail culvert information, as applicable.
5. Existing property lines and trail easements
6. Survey staking and benchmark sheet showing survey control information and alignment data
7. Preliminary Type, Size, and Location sheets prepared under the Structural scope of work.
8. Storm water pollution prevention plan (SWPPP) general notes and supplementary information, as required
9. Cross sections at 50' intervals

10. Location of utility adjustments, if any
11. No Special Provisions are anticipated with this project

B. All plans shall be prepared on 11" x 17" size paper. Trail construction plans shall be at a scale of 1" = 100'.

C. The PROFESSIONAL may visit the project site up to two times.

D. The PROFESSIONAL shall submit Preliminary Plans to the CLIENT for review.

E. Construction Specifications – PROFESSIONAL shall prepare specifications utilizing Iowa SUDAS and contract documents. PROFESSIONAL shall incorporate any CLIENT-specific specifications as requested.

F. Erosion Control Plan – The PROFESSIONAL shall provide a Stormwater Pollution Prevention Plan in accordance with Iowa DNR guidelines and will assist the CLIENT in securing a NPDES permit for the project. Publication costs and permitting fees will be paid by the PROFESSIONAL and reimbursed by the CLIENT.

G. Opinion Of Probable Construction Cost - The PROFESSIONAL shall prepare a statement of the total probable construction cost for the PROJECT based upon the design developed using identified bid items and estimated quantities.

1. Opinions of probable construction costs will be based on history of similar projects.

2. Estimated quantities are intended to be conservative for budgetary opinions of probable construction costs. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry. Exact costs are difficult to determine due to the nature of estimates of quantities, specialized nature of some repair items, work being affected by the rivers or streams, the possibility of hidden or latent structure conditions, site accessibility, and future market conditions.

3. It is recognized that the PROFESSIONAL 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 PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.

VII. TASK 7 – WETLAND AND STREAM 404 PERMITTING

A. The PROFESSIONAL will submit a 404 joint permit application to the USACE. The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, The PROFESSIONAL will respond to inquiries from USACE.

B. This task assumes that a Nationwide Permit (NWP) will be obtained from the USACE with no mitigation requirement.

VIII. TASK 8 - BID PERIOD ASSISTANCE

A. Upon receipt of CLIENT authorization, the PROFESSIONAL shall perform the following services for a local letting:

1. The project will be let by the CLIENT and the PROFESSIONAL shall supply the necessary documents for this process.

2. The PROFESSIONAL shall assist the CLIENT in soliciting of bids by distributing the bid documents to interested contractors and plan rooms and shall document plan holder contact information and tracking addendum.

3. The PROFESSIONAL shall prepare and facilitate electronic plan distribution via Quest Construction Data Network (CDN).

4. The PROFESSIONAL shall send the Notice to Bidders not less than thirteen (13) and not more than forty-five (45) days before the date for filing to the Construction Update (CU) Network though Master Builders of Iowa and to the CLIENT for posting on their website.

5. The PROFESSIONAL shall send the Notice of Hearing not less than four (4) and not more than twenty (20) days before the date of public hearing to a newspaper published at least once weekly and having general circulation in the geographic area served by CLIENT.

6. The PROFESSIONAL shall assist the CLIENT in clarification of the plan design and issue addenda as required.

7. The PROFESSIONAL shall attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding the awarding of the construction contract to the lowest qualified bidder.

IX. DELIVERABLES

The scope of services shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the CLIENT:

- Preliminary plans and cost opinion
- Final plans and cost opinion
- Storm Water Pollution Prevention Plan
- Topographic survey
- Geotechnical report
- Hydraulic report
- Completion of local bid letting, if requested.

X. COMPENSATION

The professional service fee will be on the basis of hourly fees, not to exceed the amounts below. The PROFESSIONAL'S Standard Fee Schedule is shown in the attached Exhibit B.

Project Task	**Hourly Not to Exceed**
Task 1 – Project Administration	$5,700
Task 2 – Topographic and Boundary Survey	$9,000
Task 3 – Geotechnical Services (Subconsultant)	$11,000
Task 4 – Hydrology and Hydraulic Study	$17,000
Task 5 – Structural Engineering Design	$41,500
Task 6 – Preliminary and Final Engineering Design	$21,300
Task 7 – Wetland and Stream Permitting	$1,200
Task 8 – Bid Period Assistance (if requested)	$3,000
Estimated Reimbursable Fees (e.g., newspaper publications, NPDES permit fee)	$500
Total	**$110,200**

Total fees for services shall not exceed the above total without approval of the CLIENT. If the PROFESSIONAL anticipates that actual costs will exceed estimated costs, or additional services are necessary, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject it.

XI. ADDITIONAL SERVICES

The CLIENT may request Additional Services from the PROFESSIONAL that are not included in the Scope of Services as outlined. Authorization for additional services shall be evident by the CLIENT in writing in the form of a supplemental agreement. Any item requested by the CLIENT that expands the scope of the project and work to be completed may be considered additional services. Additional Services may include, but are not limited to:

1. Client-requested meetings in addition to those specified herein
2. Client-requested major revisions
3. Client-requested changes to plans for letting a subset of the project
4. Clearing or specialized access to boring locations
5. Evaluation of multiple bridge concepts and recommendation
6. Threatened and endangered species surveys, including Bat Habitat (previously completed)
7. Wetland and stream delineation (previously completed)
8. NEPA documentation
9. Submittal fees to any and all regulatory or permitting agencies or jurisdictions
10. Landscape architecture and aesthetic design elements
11. Temporary or permanent easement plats
12. Testing fees
13. Construction staking
14. Construction administration
15. Construction observation

EXHIBIT B

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*	