CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **September 16, 2019**

ITEM:

Resolution - Approving Professional Services Agreement
Valley Junction Business District Pavers and Sidewalk

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $98,240.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed $81,060.00. 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. Funds from the Valley Junction Alleys (Neighborhood Redevelopment category) and Parking Lot Repairs at Various City Facilities (Ongoing Maintenance category) projects will be used for this project.

BACKGROUND:

Approval of this action authorizes HR Green, Inc. to perform the professional services necessary for the removal and replacement of brick pavers on each side of 5th Street from Railroad Avenue to Walnut Street in the Valley Junction Business District as well as the removal and replacement of brick pavers in the four (4) breezeways connecting the City-owned parking lots to 5th Street in the Valley Junction Business District. The project will also include installation of fiber conduit, replacement of electrical conduit and associated conductors for streetlights and outlets at tree wells, replacement of tree wells, enhanced landscaping in breezeways, and wayfinding signage for City-owned parking lots.

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 Valley Junction Business District Pavers and Sidewalk.

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
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	September 9, 2019		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

Valley Junction Business District Pavers and Sidewalk
Project No. 0510-014-2019

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 HR Green, Inc.; and,

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

Basic Services of the Consultant	**$ 98,240.00**
Resident Consultant Services	**$ 81,060.00**
Total	**$179,300.00**

therefore,

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

PASSED AND APPROVED on this **16th** day of **September, 2019.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 16th day of September, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR Green, Inc. (Fed. I.D. #42-0927178), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement for the Valley Junction Business District Pavers & Sidewalk (Project No. 0510-014-2019) 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	$	98,240
II. Resident Consultant Services	$	81,060
Total	$	179,300

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

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

4. INSURANCE

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

insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: HR Green, Inc.
Attn: Casey Patton
Address: 5525 Merle Hay Road
City, State: Johnston, IA 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of

salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of 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.

HR Green, Inc. 9/11/19	CITY OF WEST DES MOINES
BY: James R. Rasmussen	BY: _____
James R. Rasmussen, Vice President	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The proposed Valley Junction Business District Pavers & Sidewalk (Project Number 0510-014-2019) will include the removal and replacement of the brick pavers on each side of 5th Street from Railroad Avenue to Walnut Street in Valley Junction, City of West Des Moines, Iowa. Also included is the paver removal and replacement in the four breezeways that connect City-owned parking lots to 5th. Removed pavers will not be reused. Additional improvements include replacement of conduit and associated conductors to existing street light poles and to outlets in each tree well. The tree wells will also be addressed. Finally parking lot wayfinding signage will also be provided as recommended in the Valley Junction Master Planning Project (Project Number 0210-057-2018). The scope of work will include preliminary survey, preliminary design, final plans, letting assistance, and construction period services. All work shall be in coordination with the Historic West Des Moines Master Plan.

I. BASIC SERVICES OF THE CONSULTANT.

The Consultant will consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City will furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant will provide the following basic services in regard to the Project:

A. Preliminary Survey, Mapping, and Data Collection

The Consultant will utilize aerial photography and GIS data to develop base maps of the project area. The following tasks shall be provided to complete this phase:

1. Secure aerials and GIS layer information from the City.
2. Perform field visit to field locate and measure the existing street light poles, trees, outlets, and electrical service and distribution system. Identify any areas of potential sidewalk and curb repair along 5th Street.
3. Perform a second field visit to measure and document the planting areas in the breezeways. Also assess the viability of existing street trees.
4. The consultant will contact the various utility companies and collect available information on underground utility locations and incorporate such available utility information in the Project's base mapping. No field location will be performed since the scope of work does not include significant underground work at depths that would be in conflict with existing utilities.
5. Rights-of-way and property ownership will be based on available GIS information from the City.
6. Conduct a scoping meeting with the City to clarify conduit replacement and discuss challenges associated with staged approach to lighting upgrades.
7. Develop a recommendation regarding the appropriate type of street tree and whether to remove/replace existing street trees. Meet with City to discuss.

B. Environmental

No Environmental review or studies will be provided with this project.

C. Preliminary Plans

Based on the Conceptual Design and coordination input, the Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the paver replacement, tree wells, and electrical conduit and outlet upgrades. The preliminary plans will include the following tasks:

1. Preliminary Title and General Information Sheets (A Sheets).

2. Preliminary Details (B Sheets). No typical sections will be required for this project. Details will be developed for the following items:
    a. Concrete pavement replacement in lieu of pavers
    b. Brick Paver with aggregate base
    c. Brick Paver with concrete/asphalt base
    d. Electrical conduit, outlets, handholes, and connections
    e. Tree wells
    f. Breezeway landscaping
3. Preliminary Estimate of Quantities (C Sheets)
4. Preliminary Plan Sheets (D Sheets). D sheets shall cover 5th Street.
5. Preliminary Traffic Control and Staging (J Sheets). It shall be assumed the 5th Street Paver replacement project will be completed one block, one side of the street at a time.
6. Preliminary Signage (N Sheets). This section shall contain the proposed parking lot signage in coordination with Historic West Des Moines Master Plan and previous VJ Masterplan Study conducted by the consultant.
    a. Also included in this task is to meet with various stakeholders and coordination with Shive-Hattery regarding the parking lot signage concepts and to select the desired concept. Note – no parking lot wayfinding signage will be mounted on buildings, only poles.
7. Preliminary Lighting Plan (P Sheets). This section shall be used for the conduit replacement and outlets for the tree wells.
8. Preliminary Sidewalk and Breezeway Sheets (S Sheets). This section shall contain the proposed breezeway planting recommendations. The Consultant will provide up to two (2) proposed planting revisions.
9. Field Exam – Prepare materials, conduct field exam with City, and document findings.
10. Public Information Meeting – prepare materials, participate in meeting, and document findings.
11. Meetings - It is estimated that the Consultant's staff will attend one meeting per month with the City, and others to review progress, assist in decision-making, and receive direction from the City.
12. Preliminary Opinion of Probable Construction Costs
13. Project Management - The Consultant's Project Manager will be responsible for bi-weekly progress reporting, meeting minutes, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables. Finally, this task also includes updating information on the City's SharePoint site.

D. Final Plans and Specifications

Based on the preliminary design, field exam, and public informational meeting, the Consultant will subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

1. Final Title and General Information Sheets (A Sheets).
2. Final Details (B Sheets). No typical sections will be required for this project. Details will be developed for the following items:
    a. Concrete pavement replacement in lieu of pavers
    b. Brick Paver with aggregate base
    c. Brick Paver with concrete/asphalt base
    d. Electrical conduit, outlets, handholes, and connections
    e. Tree wells
    f. Breezeway landscaping
    g. Parking lot pavement repair detail

3. Final Estimate of Quantities, schedules, and Estimate Reference Information (C Sheets)
4. Final Plan Sheets (D Sheets). D sheets shall cover 5th Street.
5. Final Traffic Control and Staging (J Sheets). It shall be assumed the 5th Street Paver replacement project will be completed one block, one side of the street at a time.
6. Final Signage (N Sheets). This section shall contain the proposed parking lot signage in coordination with Historic West Des Moines Master Plan and previous VJ Masterplan Study conducted by the consultant.
7. Final Lighting Plan (P Sheets). This section shall be used for the conduit replacement and outlets for the tree wells.
8. Final Sidewalk and Breezeway Sheets (S Sheets). This section shall the proposed breezeway planting recommendations.
9. Meetings - It is estimated that the Consultant's staff will attend one meeting per month with the City, and others to review progress, assist in decision-making, and receive direction from the City.
10. Final Opinion of Probable Construction Costs
11. Assistance during bidding - The Consultant will be available to answer questions from Contractors prior to the letting and will assist in the issue of addenda as appropriate to interpret, clarify, or expand the bidding documents. The Consultant will attend the bid letting, generate a final tabulation of bids and assist in getting the construction contract documents together for execution by the City
12. Project Management - The Consultant's Project Manager will be responsible for bi-weekly progress reporting, meeting minutes, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables. Finally, this task also includes updating information on the City's SharePoint site.

II. RESIDENT CONSULTANT SERVICES

The Consultant will provide the following Resident Consultant Services in regard to the Project:

1. Pre-Construction Meeting – Consultant shall prepare materials, conduct, and document a pre-construction meeting for the City's Contractor, utility companies, and other interested parties.
2. Shop Drawings – Consultant will review shop drawings, samples, and other data, which the Contractor is required to submit, but only for conformance with the design concept of the Project and conformance with the information given in the contract documents. The Consultant will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant will have authority to require special inspection or testing of the work, and will receive and review all certificates of inspection, testing, and approvals required.
3. Site Visits and Progress Meetings
    a. The Consultant will make site visits and attend progress meetings at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be at a minimum of weekly progress meetings, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant will determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant will keep the City informed of work's progress.
    b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the Contractor's completed

work will conform to the Plans, and that the integrity of the design concept (as reflected in the Plans) has been implemented and preserved by the Contractor.

c. The Consultant will not during such visits supervise, direct, or have control over the Contractor's work, nor will the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

4. Change Orders and Pay Estimates - The Consultant will issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The Consultant will prepare and sign Pay Estimates every two weeks for processing by the City.

5. Construction Observation

a. This task includes frequent resident observation of the construction work. The Consultant will 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. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

b. This task also includes coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant and preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project.

c. It is assumed the duration of construction is 6 months and the Consultant shall provide up to 15 hours per week for resident observation.

6. Final Inspections and Project Closeout - The Consultant will conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable.

7. Audits and Record Drawings - The Consultant will prepare and maintain construction records in a manner consistent with the current City of West Des Moines regulations and guidelines. The Consultant will prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant will provide the City with one a PDF of the record drawings. The work products produced as a result of this project will be delivered to and owned by the City of West Des Moines

III. ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of the Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

1. ADA sidewalk ramp design and/or compliance
2. Drainage, grading, or retaining wall design – with the exception of minor drainage work associated with the breezeways
3. NEPA
4. Wetland Mitigation
5. Geotechnical Investigation
6. Street Lighting Design
7. Subsurface Utility Investigations
8. Real Estate Acquisition Services
9. Construction Surveys
10. Construction Period Testing Services

ATTACHMENT 2

PROJECT SCHEDULE

Deliverable	Due Date
Preliminary Cost Estimate	October 31, 2019
Preliminary Plans	January 31, 2020
Final Plans	March 31, 2020
Construction Period	May through October 2020

ATTACHMENT 3
SCHEDULE OF FEES

HRGreen

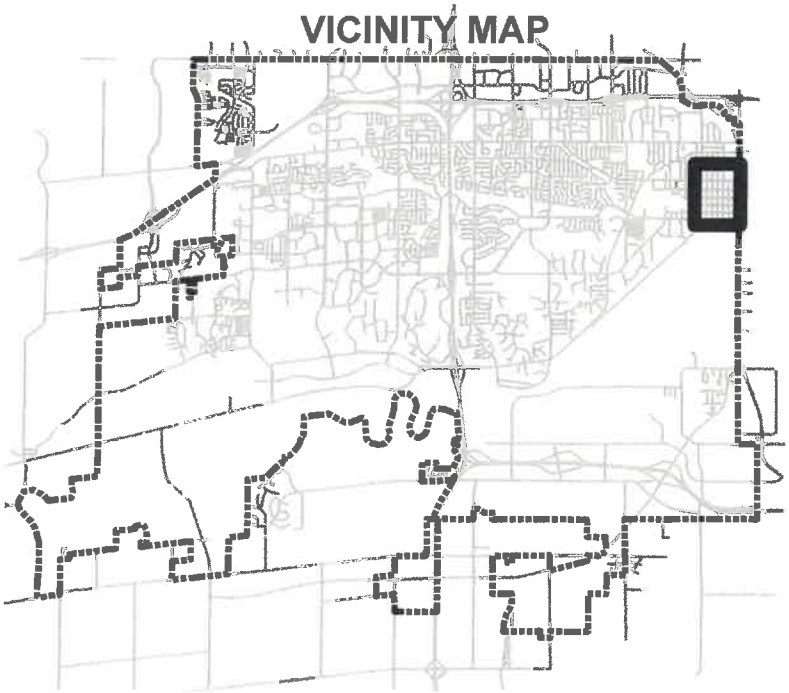
HR GREEN, INC.
Billing Rate Schedule
Effective January 1, 2019

Professional Services	**Billing Rate Range**
Principal	$210- $285
Senior Professional	$195- $285
Professional	$120- $195
Junior Professional	$85- $140
Senior Technician	$120- $145
Technician	$80- $125
Senior Field Personnel	$125- $195
Field Personnel	$90- $165
Junior Field Personnel	$50- $95
Administrative Coordinator	$65-$105
Administrative	$60- $110
Corporate Admin	$80- $140
Operators/Interns	$50- $100

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of $0.85 per mile or $65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of $6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.

VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Valley Junction Business District Pavers and Sidewalk

LOCATION: **Exhibit "A"**

DRAWN BY: RLC	DATE: 9/11/2019	PROJECT NUMBER/NAME: 0510-014-2019	SHT. 1 of 1