CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: November 2, 2020

ITEM:

Resolution - Approving Professional Services Agreement
Grand Avenue, South 88th Street to South Grand Prairie Parkway

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $1,030,000.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed $720,000.00. 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 TIF bond proceeds.

BACKGROUND:

Approval of this action authorizes McClure Engineering Company to perform the professional services necessary for the construction of Grand Avenue from approximately one quarter-mile west of South 88th Street to South Grand Prairie Parkway as part of the proposed Ginger West development. Grand Avenue (major arterial) will ultimately be a six-lane divided urban roadway, but only three lanes will be constructed as part of the initial construction. The project will include grading, storm sewer, a bridge over Sugar Creek, watermain, communications conduit, paving, multi-use trail, and other miscellaneous work. Johnson Creek Conveyance Improvements from Booneville Road to Grand Avenue and Sugar Creek Conveyance Improvements from Grand Avenue to Raccoon River Drive are being considered for this project as sources of roadway fill material.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, staffing 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 Grand Avenue – South 88th Street to South Grand Prairie Parkway.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	October 26, 2020		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

Grand Avenue – South 88th Street to South Grand Prairie Parkway
Project No. 0510-009-2021

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 McClure Engineering Company, and

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

Basic Services of the Consultant	**$1,030,000.00**
Resident Consultant Services	**$ 720,000.00**
Total	**$1,750,000.00**

therefore,

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

PASSED AND APPROVED on this **2nd** day of **November, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 2nd day of November, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and MCCLURE ENGINEERING COMPANY, Clive, Iowa, (Fed. I.D. #42-098931), 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 Grand Avenue, South 88th Street to South Grand Prairie Parkway Project (Project No. 0510-009-2021) 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	$1,030,000.00
II. Resident Consultant Services	$ 720,000.00
Total	$1,750,000.00

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

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

4. INSURANCE

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

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: McClure Engineering Company
Attn: Tom Stovie, Project Manager
Address: 1360 NW 121st Street, Suite A
City, State: Clive, IA 50325

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.

MCCLURE ENGINEERING COMPANY	CITY OF WEST DES MOINES
BY: _____	BY: _____
Tom Stovie, Project Manager	Ryan T. Jacobson, City Clerk

Attachment 1: Scope of Services
Grand Avenue
South 88th Street to South Grand Prairie Parkway
City Proj. No. 0510-009-2021

Project Description: Design and construction phase services for construction of Grand Avenue from a quarter-mile west of South 88th Street to South Grand Prairie Parkway. Design and construction phase services for construction of Johnson Creek Conveyance Improvements from Booneville Road to Grand Avenue. Geotechnical investigation, wetland services and permitting for Sugar Creek Conveyance Improvements from Raccoon River Drive to Grand Avenue.

Grand Avenue – South 88th Street to South Grand Prairie Parkway
Project includes construction of a 7,000 foot segment of Grand Avenue. Improvements include grading for a 6-lane urban major arterial with initial construction of 3-lanes. Project includes water main, storm sewer, subdrain, fiber, paved trail and bridge over Sugar Creek. The project will include three separate plan sets. The first set will include grading and water main construction. The second set will include bridge construction. The third set will include storm sewer, subdrain, paving, fiber and paved trail.

Design phase services include topographic and boundary survey, and coordination of survey control with other projects in the area. McClure will subcontract with Foth for wetland services and Terracon to perform a geotechnical investigation. Design of roadway improvements including grading, paving, storm sewer, watermain, fiber, trail, staging, street lighting and traffic control. Design phase services include construction permitting, plan distribution, project letting, preparation of contract documents and conducting a preconstruction conference.

Construction phase services include construction administration and resident project representative services. Includes review of shop drawings and material submittals, preparation of partial pay estimates and change orders, coordination with testing agency, daily resident project representative, biweekly construction progress meetings, and submittal of record drawings and close out documents.

Sugar Creek Bridge
Project includes construction of a 3-lane bridge over Sugar Creek. This project will be let separately from Grand Avenue.

Design phase services include bridge hydraulic calculations, preliminary design including preliminary type, size and location for the future westbound bridge, and structural engineering. Design will include creek monuments and bridge aesthetics to match recently constructed bridges in the area.

Construction phase services include construction administration and resident project representative services. Includes review of shop drawings and material submittals, preparation of partial pay estimates and change orders, coordination with testing agency, daily resident project representative, biweekly construction progress meetings, and submittal of record drawings and close out documents.

Johnson Creek Conveyance Improvements - Booneville Road to Grand Avenue
Project includes construction of a 3,000 foot segment of Johnson Creek. Improvements include grading the existing creek to increase capacity, stream bank stabilization and trail improvements. Excavated material will be used for roadway embankment. This project will be included in the construction plans for Grand Avenue.

Design phase services include topographic and boundary survey, and coordination of survey control with other projects in the area. McClure will subcontract with Foth for wetland services and Terracon to perform a geotechnical investigation. Design includes hydraulic calculations, design of channel improvements including grading, stream bank stabilization and erosion control, and design of a PCC Trail. Services include preparation and submittal of a Joint Permit to the Iowa DNR and USACE. Services include recommendations on placement of excavated material in the roadway embankment. Services include a drainage study and report for the conveyance improvements.

Construction phase services will be included in the Grand Avenue portion of the project.

Sugar Creek Conveyance Improvements - Raccoon River Drive to Grand Avenue
Project includes construction of a 2,500 foot segment of Sugar Creek. Improvements include grading the existing creek to increase capacity, stream bank stabilization and trail construction. This project will be included in the construction plans for Grand Avenue.

Design phase services include hydraulic calculations. McClure will subcontract with Foth for wetland services and Terracon to perform a geotechnical investigation. Services include a drainage study and report for the conveyance improvements. Services include recommendations on placement of excavated material in the roadway embankment. Design of creek and trail improvements will be performed by Snyder and Associates under a separate contract. McClure will coordinate with Snyder for the creek and trail improvements. Snyder's construction plans will be included with the Grand Avenue construction plans.

Construction phase services will be included in the Grand Avenue portion of the project in conjunction with Snyder & Associates.

1. The **Engineer** shall provide the services marked "included" as follows:

	ITEM	INCLUDED	NOT INCLUDED
	SECTION 1. PRELIMINARY PLANNING/ FUNDING PHASE SERVICES		
1.01	**Preliminary Planning/Design Concepts**		
	1. Information Gathering	☒	☐
	• Current Aerial Photos		
	• Field Investigation		
	• Corridor Research		
	• Review Existing Reports		
	2. Prepare Design Concepts	☒	☐
	• Location/Design Concept Drawing(s)		
	• Geometric Configuration		
	• Presentation Graphics		
	3. Preliminary Opinion of Probable Costs	☒	☐
	• Develop Opinion of Probable Cost for each Design Concept		
	4. Identify Potential Funding Sources and Prepare a Preliminary Sources and Uses of Funds Report	☐	☒
	5. Prepare a written report which outlines the Sources of Uses of Funds, Design Concepts, and Opinions of Probable Cost	☐	☒
1.02	**Funding Procurement**		
	1. Prepare Funding Applications	☐	☒
	• RISE (Revitalize Iowa's Sound Economy)		
	• Highway Bridge Program		
	• ICAP (Iowa Clean Air Attainment Program)		
	• Surface Transportation Block Grant Program		
	• County and City Bridge Construction Fund		
	• Federal Lands Access Program		
	• C-STEP (County-State Traffic Engineering Program)		
	• TEAP (Iowa Traffic Engineering Assistance Program)		
	• TSIP (Traffic Safety Improvement Program		
	• U-STEP (Urban-State Traffic Engineering Program)		
	• Highway Safety Improvement Program – Secondary		
	• Pedestrian Curb Ramp Construction		
	2. Monitor Funding Applications and Answer Questions	☐	☒
	3. Private Sector Fund Raising	☐	☒
	Deliverables: *Draft and Final Funding Applications as presented below, sent as PDF*		
1.03	**Meetings**		
	1. Meetings with City Staff/Council (1 Each)	☒	☐
	2. Meetings with Funding Agencies	☐	☒
	Deliverables: *Draft and Final Meeting Minutes, sent as PDF*		

	ITEM	INCLUDED	NOT INCLUDED
	SECTION 2. DESIGN PHASE SERVICES		
2.01	**Preliminary Design**		
	1. Conduct Project Kickoff Meeting with Owner.	☒	☐
	2. Field Walk-thru with **OWNER** to review existing conditions drawings	☐	☒
	3. Confirm Scope, Extent and Character of the Project:	☒	☐
	▪ Final Design Criteria		
	▪ Field Surveys to Determine Existing Conditions		
	▪ Develop Construction Item List		
	▪ Review Project Questions and Issues		
	▪ Operation and Maintenance Concepts		
	▪ Site Plans		
	3. Topographic Survey	☒	☐
	4. Existing Utility Potholing	☒	☐
	5. Prepare Revised "Opinion of Probable Costs".	☒	☐
	6. Conduct Meeting with Owner to Review Preliminary Design.	☒	☐
	Deliverables: *Draft and Final Meeting Minutes, sent as PDF*		
	Draft Opinion of Probable Costs, sent as PDF		
	Final Opinion of Probable Costs, sent as PDF		

2.02	Final Design		
	1. Prepare final project drawings.	☒	☐
	2. Prepare final project specifications.	☒	☐
	3. Prepare written applications for permits for construction from DOT and other agencies.	☐	☒
	4. Prepare revised Opinion of Probable Cost based on final drawings and specifications.	☒	☐
	5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders.	☒	☐
	6. Review 70% and 100% Final Design with the Owner (2 Meetings)	☒	☐
	Deliverables: *Draft 70% Plans and associated documents, sent as PDF* *Final 70% Plans and associated documents, sent as PDF* *Draft 100% Plan Set*, sent as PDF *Final 100% Plan Set, sent as PDF*		
2.03	Streetlight Design		
	1. Prepare streetlight design for Grand Avenue	☒	☐

	ITEM	INCLUDED	NOT INCLUDED
	SECTION 3. CONSTRUCTION PHASE SERVICES		
3.01	Advertising, Bidding, Contract Award		
	1. Assist **OWNER** in advertising for and obtaining bids.	☒	☐
	2. Conduct prebid conference at **OWNER'S** location.	☐	☒
	3. Provide drawings, specifications, contract documents and bid documents to prospective bidders.	☒	☐
	4. Issue addenda to interpret or clarify bid documents.	☒	☐
	5. Review prebid submittals from bidders.	☐	☒
	6. Attend bid opening (at **OWNER** location), prepare Bid Tabulation. (1 Meetings)	☒	☐
	7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract.	☒	☐
	8. Attend one (1) meeting to present Bids to **OWNER.**	☒	☐
	Deliverables: *Draft and Final Sets* of following documents, sent as PDF. • Addendum's, if any • Bid Tabulations • Meeting minutes of bid presentation		
3.02	Construction Administration		
	1. Provide general administration of construction contract as OWNER'S representative.	☒	☐
	2. Visit site of construction at appropriate stages to observe the Contractor's work. (This does not include On-Site Resident Project Representative Services.)	☒	☐
	3. Issue interpretations and clarifications of contract documents.	☒	☐
	4. Review shop drawings.	☒	☐
	5. Act as initial interpreter of the requirements of the contract documents.	☒	☐
	6. Review and process Contractor's application for payment.	☒	☐
	7. Conduct **biweekly** Progress Meetings.	☒	☐
	Deliverables: *Draft and Final Progress Meeting Minutes*, sent as PDF.		
3.03	Resident Project Representative		
	1. Provide a Resident Project Representative to be on site during construction.	☒	☐
	2. Federal Funding and Audit Requirements	☐	☒
	3. State Funding and Audit Requirements	☐	☒
	4. Local Funding	☒	☐

	ITEM	INCLUDED	NOT INCLUDED
	SECTION 4. OTHER SERVICES		
4.01	Construction Staking		
	1. Establish Field Construction Controls	☐	☒
	2. Set Control Points	☐	☒
	3. Project limits staking prior to agricultural planting	☒	☐
4.02	Permits Coordination		
	1. Department of Transportation Entrance Permits	☐	☒
	2. Department of Transportation Utility Accommodation Permits	☐	☒
	3. Department of Transportation Work in Right-of-Way Permits	☐	☒
	4. Prepare Storm Water Pollution Prevention Plan (SWPPP)	☒	☐
	5. Coordination with a subconsultant for wetland delineation and Iowa DNR/USACE Joint Permit Application	☒	☐
	6. Apply for NPDES Permit from DNR (Contractor will be operator listed on permit) • Engineer will not be liable for fines arising from noncompliance with SWPPP. • The Owner shall be the Permit holder and shall pay for all costs associated with permit application.	☒	☐

4.03	<u>Soil Boring Coordination</u>		
	1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award	☐	☒
	2. Coordinate the Work of the Geotechnical Firm	☒	☐
4.04	<u>Geotechnical Design</u>		
	1. Prepare soil boring layout.	☒	☐
	2. Prepare laboratory test assignments and review laboratory test data.	☒	☐
	3. Provide geotechnical design input during design stages as needed.	☒	☐
	4. Provide geotechnical design for roadway (slope stability, settlement, subgrade, drainage), foundation design for structures, walls, etc.	☒	☐
	5. Prepare soil sheets, special provisions, as applicable.	☒	☐
	6. Provide geotechnical services during bid process.	☐	☒
	7. Provide geotechnical support during construction.	☒	☐
	Deliverables: *Draft Geotechnical Design Report*, sent as PDF. *Final Geotechnical Design Report*, sent as PDF *Draft and Final Soil Design Plans and Special Provisions, as applicable,* **included in Section 2.02 deliverables.**		
4.05	<u>Rights-of-Way Negotiations</u>		
	1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award	☐	☒
	2. Coordinate the Work of the Appraisal Firm (Appraisal Firm will invoice Owner directly).	☐	☒
	3. Right-of-Way negotiations with property owners.	☒	☐
4.06	<u>Acquisition Plats</u>		
	1. Prepare Acquisition Plats	☒	☐
	2. Prepare Easement Exhibits	☒	☐
	3. Public Right-of-Way meeting.	☒	☐
	Deliverables: *Acquisition Plats*, sent as PDF *Easement Exhibits,* sent as PDF		
4.07	<u>Storm Water Pollution Prevention Plan Observation (SWPPP)</u>		
	1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner.	☐	☒
	2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.	☐	☒
4.08	<u>Assessments</u>		
	1. Prepare Preliminary Assessment Plats and Schedules.	☐	☒
	2. Prepare information necessary to prepare legal proceedings for the Preliminary and Final Assessments.	☐	☒
	• Preliminary Estimate of Probable Costs.		
	• Prepare Preliminary Assessment Plat and Schedule		
	• Prepare Final Assessment Plat and Schedule		
	3. Conduct Hearing on Resolution of Necessity.	☐	☒
	4. Prepare Final Assessment Plats and Schedules	☐	☒
	Deliverables: *Final Assessment Plats and Schedules*, 3 copies		
4.09	<u>Record Drawings</u>		
	1. As-Built Record Drawings.	☒	☐
	2. Electronic Copies.	☒	☐
4.10	<u>Additional Meetings</u>		
	1. Special Meetings with Council/Staff	☐	☒
	2. Kick-off Meeting with Public.	☒	☐
	3. One-on-One Meetings with Property Owners outside of scope.	☒	☐
	4. Pre-Construction walk-thru with Property Owners.	☐	☒
	5. Other meetings as requested by Owner.	☒	☐
	Deliverables: *Draft and Final Minute Meetings*, sent as PDF		
4.11	<u>Color Presentation Exhibits</u>		
	1. Prepare color presentation exhibits of the project for use at public meeting and marketing a. 24" x 36"	☒	☐
4.12	<u>Funding Administration</u>		
	1. Coordinate with Funding Agencies.	☐	☒
	2. Prepare funding Outlay/Reimbursement Requests.	☐	☒
	3. Funding Closeout.	☐	☒

ITEM	INCLUDED	NOT INCLUDED
SECTION 5. PROJECT MANAGEMENT AND COORDINATION		
5.01 **Project Management**		
1. Prepare Project Management Plan.	☒	☐
2. Setup/update project financial system.	☒	☐
3. Sub-consultant coordination.	☒	☐
4. Update project schedule.	☒	☐
5. Prepare invoices, progress reports, budget notifications.	☒	☐
6. Management of project SharePoint site, weekly updates and weekly conference calls.	☒	☐
5.02 **Quality Control/Quality Assurance**		
1. Prepare Project Quality Plan	☒	☐
2. Provide QA/QC on deliverables.	☒	☐
3. Provide QA/QC on sub-consultant submittals.	☒	☐
5.03 **Project Management Team Meetings and Conference Calls**		
1. Coordinate monthly project management team meetings to discuss contractual issues (scope, schedule, supplemental work, client feedback, etc.)	☒	☐
2. Coordinate monthly project meetings with sub-consultants to discuss contractual issues	☐	☒

Attachment 2
Project Milestone Schedule
Grand Avenue
South 88th Street to South Grand Prairie Parkway
City Proj. No. 0510-009-2021

Project Schedule:

Client Approve Contract	November 2, 2020
Topo and Boundary Survey Complete	December 15, 2020
Submit IDNR/Army Corps of Engineers Joint Permit	February 1, 2021
Submit Acquisition Plats, Permanent/Temporary Easements to City	February 1, 2021

Plan Set #1 – Grand Avenue Grading, Watermain and Johnson Creek Conveyance

Preliminary Plan Submittal	February 1, 2021
Check Plan Submittal	March 15, 2021
Final Plan Submittal	April 12, 2021
Final Plans Available to Contractors	April 19, 2021
Project Letting	May 12, 2021
City Council Award Project	May 17, 2021
Begin Construction	June 1, 2021
Construction Complete	November 30, 2021

Plan Set #2 – Sugar Creek Bridge

Preliminary Plan Submittal	March 15, 2021
Check Plan Submittal	June 1, 2021
Final Plan Submittal	July 31, 2021
Final Plans Available to Contractors	August 2, 2021
Project Letting	September 1, 2021
City Council Award Project	September 7, 2021
Begin Construction	October 15, 2021
Construction Complete	November 30, 2022

Plan Set #3 – Grand Avenue Paving and Sugar Creek Conveyance

Preliminary Plan Submittal	May 1, 2021
Check Plan Submittal	August 1, 2021
Final Plan Submittal	September 15, 2021
Final Plans Available to Contractors	October 18, 2021
Project Letting	November 10, 2021
City Council Award Project	November 15, 2021
Begin Construction	March 1, 2022
Construction Complete	November 30, 2023

Attachment 3
Schedule of Fees
Grand Avenue
South 88th Street to South Grand Prairie Parkway
City Proj. No. 0510-009-2021

1. Payment to the **Engineer** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

	Fixed Fee or T&M
Section 1, 2, 4 & 5 – Design and Value Added Services	$1,030,000.00 T&M
Section 3 – Construction Phase Services	$ 720,000.00 T&M
Total Contract	$1,750,000.00 T&M

* T&M = Time and Materials TBD = To Be Determined NA = Not Applicable

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY

HOURLY RATE SCHEDULE

(Effective through December 31, 2020)

Hourly rates are subject to change annually

PERSONNEL	HOURLY RATE
Administrative	$80.00
Client Liaison	$180.00
Engineer I	$110.00
Engineer II	$140.00
Engineer III	$170.00
Engineer IV	$210.00
Project Manager I	$170.00
Project Manager II	$195.00
Project Coordinator	$90.00
Principal	$250.00
Senior Principal	$295.00
Community Planner I	$135.00
Community Planner II	$225.00
Landscape Architect I	$100.00
Landscape Architect II	$135.00
Engineering Tech I	$85.00
Engineering Tech II	$105.00
Engineering Tech III	$125.00
Engineering Tech IV	$160.00
Land Surveyor I	$130.00
Land Surveyor II	$160.00
On-Site Representative I (OSR I)	$105.00
On-Site Representative II (OSR II)	$145.00
Crew Chief (CC)	$120.00
Crew Member (CM)	$90.00
Intern	$70.00
Survey Crew	$200.00

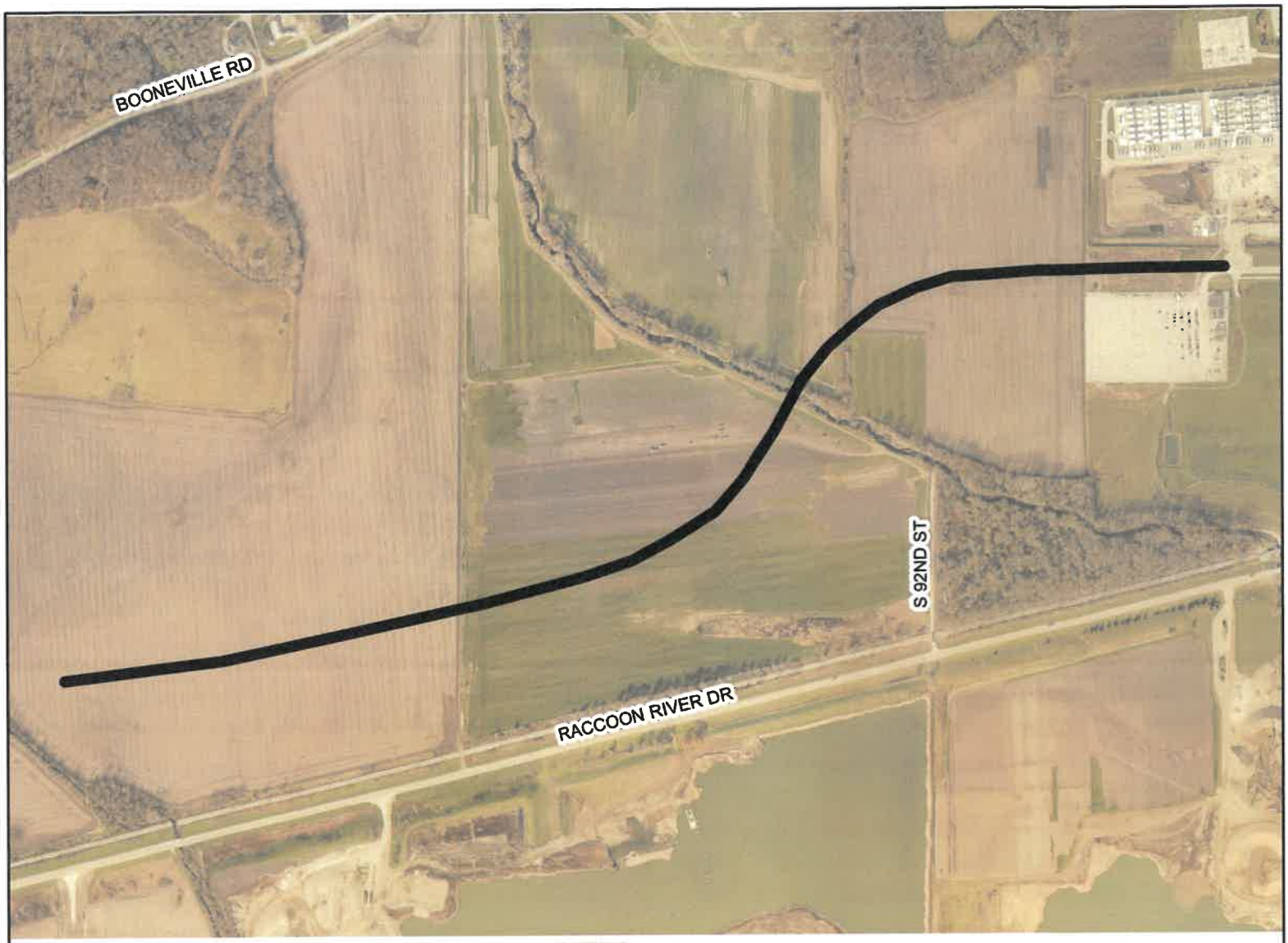
EQUIPMENT

3D Scanner per Scan	$30.00
UAV per Flight	$125.00
Sonar Boat	$125.00

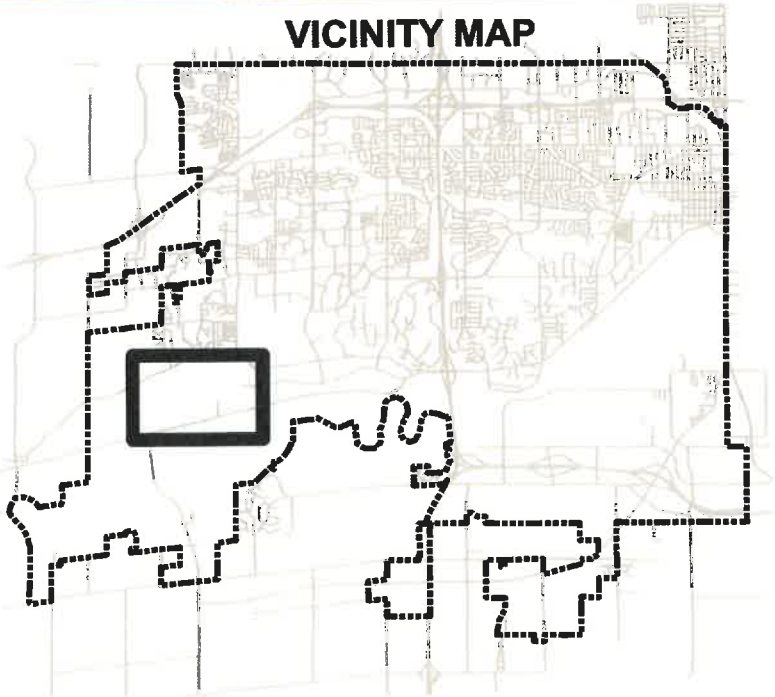
MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract

McCLURE™



VICINITY MAP



LEGEND

PROJECT LOCATION

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THE CITY OF WEST DES MOINES

PROJECT:

Grand Avenue

LOCATION: **South 88th Street to South Grand Prairie Parkway**

DRAWN BY: JDR	DATE: 10/19/2020	PROJECT NUMBER/NAME: 0510-009-2021	SHT. 1 of 1