CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 3, 2021

ITEM:

Resolution - Approving Professional Services Agreement
Blue Creek Stormwater Detention Facilities

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $485,000.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed $100,000.00. 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. 660.000.000.5250.495 with the ultimate funding intended to come from Stormwater Revenue.

BACKGROUND:

Approval of this action authorizes McClure Engineering Company to perform the professional services necessary for the design and construction of a series of proposed stormwater detention facilities within or adjacent to the Iowa Department of Transportation (IDOT) right-of-way adjacent to I-235 and along Blue Creek generally from Valley West Drive to 22nd Street. The primary goal of the project is to provide regional stormwater detention to better manage runoff and control flooding that exists in the immediate area. The stormwater detention facilities were originally identified in the Westown Parkway PCP Drainage Study completed in June 2019. Hydraulic modeling and conceptual design will only be performed for proposed Basin 1. Only construction of proposed Basins 2-5 are being considered at this time.

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.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for Blue Creek Stormwater Detention

Facilities.

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			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

Blue Creek Stormwater Detention Facilities
Project No. 0510-048-2019

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 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	**$485,000.00**
Resident Consultant Services	**$100,000.00**
Total	**$585,000.00**

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 **3rd** day of **May, 2021.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 3rd day of May, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and MCCLURE, (Fed. I.D. # 42-0982931), 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 Blue Creek Stormwater Detention Facilities Project (Project No. 0510-048-2019) 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	$ 485,000.00
II. Resident Consultant Services	$ 100,000.00
Total	$ 585,000.00

   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
Attn: Bhooshan Karnik, Project Manager
Address: 1360 NW 121st St.,
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	CITY OF WEST DES MOINES
BY: _____	BY: _____
Justin Vogel, Vice President Transportation	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

McClure Engineering Company

West Des Moines Contract No.

0510-048-2019

MEC Contract 201869-001

Blue Creek Stormwater Detention Facilities

Scope of Services

City of West Des Moines, Iowa

PROJECT DESCRIPTION

The City of West Des Moines (City) proposes to engage the services of McClure Engineering Company (McClure) to design a series of detention basins in the Iowa Department of Transportation (DOT) Right-Of-Way (ROW) adjacent to Highway 235 (I-235). The proposed work is in Section 04, Township 78N, Range 25W on I-235 generally located in City of West Des Moines. Work proposed is more specifically located as being from I-235 Mainline Station 426+00 (Valley West Drive over I-235 Bridge) to I-235 Mainline Station 438+00 (22nd Street over I-235 Bridge) on the North Side of I-235.

The Project objective is to better manage the runoff and flooding that currently already occurs in this area during periods of high intensity rainfall by designing additional storage. The Project will increase resilience and provide assurance to the Iowa DOT by better managing and design to avoid impacts to the existing I-235 roadway. Additionally, the Project provides the grading for an additional lane and shoulder between the two interchanges. The detention basins will be located beyond the clear zone from this additional grading to provide an additional safety zone beyond the current conditions.

SCOPE OF SERVICES

Assumptions

The scope of services is comprised of four phases as shown below.

- Phase 1: Conceptual Design (Basins 2-5)
- Phase 2: Project Development (Basins 2-5)
- Phase 3: Construction Observation (Basins 2-5)
- Phase 4: Project Management and Coordination

Scope of services assumes that Phases 2 and 3 will be performed upon receiving concurrence from the Iowa DOT on the results of Phase 1 deliverables and subsequent notice to proceed from the City. Phase 4 will be occurring as needed over project design and construction schedule. Project schedule for Phases 2 and 3 will be adjusted per discussion with the City.

The work will be performed in accordance with Iowa DOT Standard Specifications and processes.

ENVIRONMENTAL

- Per information from Iowa DOT, the Project qualifies for a Categorical Exclusion. However, since no Federal Funds are included in this project at this time, environmental effort is limited for additional coordination with multiple agencies as described in this scope of services.
- Environmental work will be performed by sub-consultant FOTH and assumptions made in their scope are applicable to this scope of services.
- Effort does not include Basin 1.

SURVEY

- That the survey provided by others (HR Green Study dated June 2021) is accurate and acceptable for purposes of hydraulic modeling.
- That the control previously set can be found and used moving forward.
- That the scope as provided stays constant.

- The majority of survey easements and acquisition can be covered by an "of" description for example, "THE SOUTH
- 10.00 FEET OF LOT 6 OF HIGHLAND ACRES".
- There will be no more than 7 Acquisition Plats.
- The survey records necessary for preparation of survey documents are available and accurate.
- McClure will field locate utility locations established by others.

GEOTECHNICAL

- Borings will be staked in the field by Survey Staff.
- Geotechnical Design effort is spread over the project duration to provide appropriate design recommendations as design progresses.
- Geotechnical design recommendations will be provided by sub-consultant Terracon with QA/QC by McClure. All applicable recommendations will be shown on applicable Soil Profile Sheets and Plan notes.
- No geotechnical effort is assumed for Basin 1.

HYDRAULIC MODELING

- Survey required for hydraulic analysis is covered under the Survey scope of services.
- Hydraulic modeling will be performed by McClure using HECRAS 1D modeling. McClure has included sub-consultant FYRA Engineering to provide assistance as needed with modeling and coordination with Iowa DNR and USACE.
- Basins 2 through 5 will be included in the modeling, with a detention volume assumed for Basin 1 per the SWMM model.
- Effort does not include revising existing SWMM model prepared by others. McClure will present any comments to the City for further review and action.

ROADWAY

- Project will be let by the Iowa DOT. Scope of services includes effort during bidding or letting limited to answering questions during bidding and preparing up to 2 addendums, if necessary.
- As discussed with the City, scope of services does not include design effort for Basin 1. Basins 2 through 5 will be let as one package.
- Separate bid document will be prepared for tree clearing.

STRUCTURES DESIGN

- Effort does not include determining the condition of the existing structures to be extended.
- No effort is included for letting services except for answering questions during bidding and preparing up to 2 addendums, if necessary.
- Site visits are not included. All information pertaining to site and existing bridge will be gathered from existing structure plans, survey, prior inspections, reports, and photos.
- Existing as-built information is available in Metric (SI) Units. Project will be designed using US English units.

CONSTRUCTION PHASE SERVICES

- Construction Management will be performed by Iowa DOT. Effort does not include any construction administration services except providing direction to McClure Construction Observation staff.
- City will provide any testing services during construction.

PROJECT TASKS

PHASE 1: CONCEPTUAL DESIGN AND HYDRAULIC MODELING

TASK 1: ENVIRONMENTAL WORK

Task 1.01: Wetland Delineation, Waters of the US and Threatened and Endangered Species Fieldwork

- This effort will be completed by sub-consultant FOTH. Please review attached scope of services for additional information.

TASK 2: TOPOGRAPHICAL AND BOUNDARY SURVEY

Topographic and boundary survey along the North ROW of I-235 from the Valley West Drive Bridge to the 22nd street bridge. Collecting topographic data from the North edge of paving on I-235 Westbound to approximately 50 ft North of the North edge of ROW. McClure will provide topographic data of the drainage Basin between Valley West Drive and 22nd Street just North of I-235. All data will be collected by using the Iowa Regional Coordinate system Zone 8 and the City of West Des Moines Vertical Datum.

This project will be processed in the Iowa DOT format using MicroStation Select series 10. Utility maps and locates will be requested and surveyed. A private utility locator will be used to locate any utilities not covered by the Iowa One call ticket. During the Design phase potholing will be provided by the MEC survey team for further investigation of underground utilities. Survey will be performed with total station, GPS, levels, and laser scanners if deemed necessary or applicable. An aerial survey drone will be used to capture photos and video of existing conditions at the time of the survey.

Effort also includes obtaining elevations of soil borings staked in the field by the drilling sub-consultant. Effort also includes identifying and locating trees to be cleared that are identified as possible nesting trees for Indiana Bat habitat.

Deliverables:

- Etopo CAD file (DGN)
- PDF of existing conditions
- Project control

Task 2.02-2.03 Boundary Survey and preparation of survey documents.

Boundary survey will be performed to define the right of way and property boundaries along the project corridor and additional areas as deemed necessary. Research will be performed online and through the Polk County and City offices, as necessary. The required documents will be created as required by the Iowa Code to accommodate the needs of the project design.

Deliverables:

- Boundary CAD file (DGN) showing property lines, section lines, I-235 ROW and Alignment within survey corridor.

TASK 3 – GEOTECHNICAL INVESTIGATION

Task 3.01: Geotechnical Subsurface Investigation and Testing
This task will be performed by sub-consultant Terracon with review from McClure. Please refer to attached scope of services for additional information about servicesprovided.
This task includes following activities:

- Review soil boring layout as prepared by Terracon and obtain Iowa DOT concurrence.
- Coordinate with Terracon for field work.
- Periodically observe borings in the field.
- Review draft boring logs.
- Prepare preliminary soil profile sheets to assign appropriate lab tests.
- Review proposed lab tests.
- Review lab test results.
- Review geotechnical data report.

Deliverables:

- Draft and Final Soil Boring Layout
- Geotechnical Data Report

TASK 4 – HYDRAULIC MODELING

Task 4.01: Review Existing Hydraulic Report and Model

- McClure will review the inputs and assumptions made in the existing hydraulic model prepared by others for assurance purposes.
- McClure will present any comments on the model to the City for review and clarification.

Task 4.02: Meeting with City Staff and Project Stakeholders

- McClure will coordinate a meeting with City, Iowa Department of Transportation (Iowa DOT), and Iowa Department of Natural Resources (Iowa DNR) and/or USACE to establish assumptions, modeling criteria and goals. The effort will include preparing an agenda and preparing minutes of the meeting. Effort assumes up to 4 personnel from consultant team will attend the meeting.

Task 4.03: Prepare Conceptual Grading Plans

- McClure will prepare (2) conceptual grading plans using available survey information for use in modeling including

available structure information and additional grading along I-235. Plans will provide approximate design storage available within current ROW and increased capacity with additional ROW. As far as possible, McClure will endeavor to model the detention facilities with additional ROW to provide a volume of Basins 2 through 5 equal to the volumes for Basins 1 through 5 provided for in the drainage study. Effort includes updating Opinion of Probable Costs (OPC) for the two options.

- McClure will discuss with City and proceed with the selected option for Task 4.05.

Task 4.04: Prepare Hydraulic Model and Report for the Proposed Detention Basins

- McClure will model the proposed detention basins utilizing HEC-RAS design software to compare to existing model. McClure will also perform pond modeling in Hydraflow Hydrographs from AutoCAD. Subconsultant FYRA will review model inputs and assumptions as QA/QC.
- Modeling will include detention volume for Basin 1 as reported in the previous drainage study but no modeling will be performed for Basin 1.
- McClure will review proposed model with City, Iowa DNR, and Iowa DOT.

Deliverables:

- Draft and Final Agenda for Stakeholder Meeting
- Draft and Final Minutes of Stakeholder Meeting
- Hydraulic Model and Report of Existing Drainage Channel
- Hydraulic Model and Report of Proposed Detention Basins
- Conceptual Grading Plan
- Updated OPCs

PHASE 2: PROJECT DEVELOPMENT

TASK 1: PRELIMINARY DESIGN – D5

Task 1.01: Geotechnical Design

This task includes the following activities and will be performed by sub-consultant Terracon with review by McClure per the attached scope of services.

- Slope stability and settlement analyses, entire project as needed.
- Report will be submitted to Iowa DOT for review and concurrence.

Deliverables:

- Draft and Final Geotechnical Design Report

Task 1.02: Prepare ROW Plans

This task consists of preparation of preliminary grading plans for the detention basins and I-235 lane widening. The preliminary plans will also incorporate potential elements that may affect the corridor including property impacts and impacts to existing utilities. The plans will show edges of pavement, major structures, and right-of-way requirements. The plans will show existing topographic features, utility improvements and right-of-way/easement requirements. Effort includes the following:

- McClure will prepare the following plan sheets for the ROW submittal.
    - Title Sheet
    - Typical Sections of Pond Grading and I-235 Lane Widening
    - Plan and Profile of Proposed Pond/Drainage Channel
    - Preliminary Grading Plan for Detention Basins
    - Cross sections
- McClure will review safety needs in accordance with Iowa DOT Design Manual guidance and include safety measures as applicable.
- McClure will prepare an Opinion of Probable Costs (OPC).
- McClure will update the conceptual hydraulic model for proposed detention basins.
- McClure will utilize sub-consultant FYRA to provide quality assurance checks on the hydraulic model(s).
- McClure will prepare a plan and bid proposal for cutting trees that are identified as possible nesting trees for Indiana bats.
- McClure will hold (1) review meeting with City Staff to receive comments on ROW Plans and OPC.
- McClure will submit plan sets for utility review and coordination.
- McClure will submit plans to Iowa DOT for review and concurrence.
- McClure will submit plans to FOTH for environmental permitting process.

Deliverables:

- Draft and Final ROW Plan Set, PDF format.
- Tree clearing bid proposal, PDF.
- OPC

Task 1.03 Preliminary Structure Plans

McClure will prepare preliminary situation plans and OPC for following structures to be included with the ROW plans. Pipe extensions will utilize Iowa DOT standard road plans and tabulations. Box culvert extension details and quantities will be provided in V sheets. It is assumed the flow lines of all structures will be maintained and no flumes or let-down structures will be required.

PIPES

Location (Metric Stations)	Description of Existing Structure (Converted to US English)
STA 429+86	42" x 168'-9 Concrete Pipe w/ 4' x 3' x 31'-3 Concrete Flume & 48" x 6'-6 Concrete Pipe
STA 432+28	30" x 151'-4 Concrete Pipe w/ 18" x 3' Concrete Pipe
STA 434+26	48" x 178' Concrete Pipe/CMP w/ 48" x 55'-9 CMP Extension w/ 24" x 8'-4 Concrete Pipe Median Drain
STA 436+00	24" x 89'-6 Concrete Pipe
STA 437+22 (22nd St. Ramp C)	24" Concrete Pipe w/ 24" Pipe Extension

BOX CULVERTS

Location (Metric Stations)	Description of Existing Structure (Converted to US English)
Culvert under 35th	10' x 10' x 235' RCB
STA 428+03	6' x 4' x 93'-6 RCB
Culvert under 28th	10' x 10' x 177' RCB
STA 435+44	10' x 10' x 195' RCB

Deliverables:

- Draft and Final Structure plans, PDF format
- OPC

TASK 2: FINAL DESIGN – DM5

Task 2.01: ROW Acquisition Plats

- McClure will prepare permanent easement plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following numbers of easement plats are assumed for this agreement:
    - Permanent Easement plats - 7 each
- Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions.
    - The plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats shall also be completed in accordance with the City requirements.
- This task also consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and shall include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Deliverables:

- Acquisition plats and/or easements, PDF format
- Necessary Section Corner Certificates

Task 2.01-2.02: Final Grading Plans (DM5)

- This task consists of continued design of the geometric plans for the structures and roadway. The plans will show edges of pavement, utility improvements, major structures, and right-of-way requirements. The plans will include plan, profile, and cross section sheets, including bridge, drainage, street lighting, utility, and soil sheets. Task includes

preparation of a revised OPC.

- This includes analyzing the effects of the proposed reconstruction improvements will have on the existing utilities and identifying potential relocations/modifications.
- This task includes review of existing public utilities, including electric, gas, telephone, and cable. Also includes analyzing the effects of the proposed improvements will have on the existing utilities and identifying potential public utility corridors.
- Based on review comments received and discussions during coordination meetings, the effort under this task will advance to DM5 level the related grading, lighting, signage, and site amenity improvements to serve the project area.
- Effort includes preparing a tree replanting plan.
    - The LANDSCAPE ARCHITECT will attend a coordination meeting with the Owner to discuss the anticipated vision and concept for improvements associated with this project, including schedule of deliverables and expectations.
    - The LANDSCAPE ARCHITECT will review existing files and information provided by the Owner. This is anticipated to include review of available record drawings the existing roadway, review of site survey information. Inventory of existing vegetation in the corridor will be completed including preliminary recommendations for tree removals and future locations for landscape improvements and green infrastructure elements.
    - The LANDSCAPE ARCHITECT will develop a plan for tree replacements along I-235 associated with the Blue Creek Stormwater Detention Facilities. Design options will be provided in a format of 2D plans, sections, and design sketches, as necessary, to convey design intent for Owner approval. 3D Renderings can be provided as an additional service if desired. Design of green infrastructure/stormwater BMPs has been excluded but can be provided as an additional service.
    - The LANDSCAPE ARCHITECT will attend up to three (3) coordination meetings/team conference calls with the City of West Des Moines/DOT, as necessary.
    - Based on review comments received and discussions during coordination meetings, the LANDSCAPE ARCHITECT will advance to 90% level the related tree replanting plan to serve the project area.
    - Based on review comments received and discussions during coordination meetings, the LANDSCAPE ARCHITECT will advance to 100% level the related landscape improvements to serve the project area.
- Effort includes submitting draft plans to City for review.
- McClure will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second will be preliminary/final design review and coordination meetings.
- This task shall also include follow-up meetings as necessary to resolve specific utility conflicts throughout the design development process.
- Effort includes submitting plans to FOTH for permitting purposes.
- Effort includes submitting plans to Iowa DOT for DM5 submittal.

Deliverables:

- DM5 Plan Set, Draft and Final, PDF format
- OPC

TASK 3: LETTING

Task 3.01: Final Plans to Iowa DOT Contracts and Services during Bidding

- Effort includes addressing comments from the Iowa DOT on the DM5 submittal and preparing final plans, specifications, etc. as needed for plan turn-in to Iowa DOT Contracts for bidding. The signed plans will include tabulation sheets, plan, profile, and cross section sheets, including bridge, drainage, street lighting, utility, and soil sheets. Plans will also include any special provisions and modified design detail sheets.
- All permits will be in place and included in the final plan set deliverable.
- Effort includes preparing a final OPC.
- McClure will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. McClure will prepare the following documents for the project:
    - NPDES Stormwater Discharge Permit
    - Notice of Publication
    - Pollution Prevention Plan

- McClure will provide technical criteria, written descriptions, and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.
- McClure will prepare a maintenance plan for future maintenance of the detention basins. This plan will be in a memo format and provide an estimate of costs to be included in the City's CIP on a yearly basis for any maintenance of the detention basins.
- McClure will address any questions from prospective bidders during bidding process.
- McClure will prepare up to (2) addendums each for roadway and structures, if needed.
- McClure will prepare a bid comparison sheet as an aid to the City in accepting low bidder.
- McClure will assist the City, if needed in preparing a Public Information Meeting and Notice to Bidders.
- Effort includes up to 2 consultant staff attending the PIM.

Deliverables:

- Final Plans and Project Development Certifications submitted electronically in PDF format
- Construction Cost Estimate submitted electronically in PDF format
- Structural Design Calculations submitted electronically in PDF format
- Maintenance Plan, Technical Memorandum, Draft and Final, PDF format

PHASE 3: SERVICES DURING CONSTRUCTION

TASK 1: CONSTRUCTION OBSERVATION

Task 1.01: Construction Services During Tree Clearing

McClure will provide resident project representative (RPR) services during the tree clearing contract. Effort assumes tree cutting to take up to 5 days (4 hrs/day) and one RPR on site daily. Effort includes ensuring work occurs in accordance with the Iowa DOT Permit to Work in ROW and documenting work progress daily. Effort includes providing contract management services.

Task 1.02: Construction Observation During Grading Project

McClure will provide RPR services during the grading project. Effort assumes about 120 days working day contract. Effort includes one RPR for 144 days (4 hour/day average). Effort includes providing daily reports to Iowa DOT RCE and City staff and assisting City with funding reimbursement services.

PHASE 4: PROJECT MANAGEMENT AND COORDINATION

Task 1.01: Project Management

- The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, bi-monthly progress reporting and invoicing and other important elements of the project on the City's SharePoint site. Effort includes sub-consultant coordination. Effort includes assisting with final agreement between City and Iowa DOT.

Task 1.02: Quality Control/Quality Assurance

- Provide QA/QC for all deliverables and sub-consultant submittals.
- Establish review and checking procedures for project deliverables.
- Designate responsibility for implementation of the plan.

Task 1.03: Project Management Team Meetings and Conference Calls

- Maintain communications with the Project Development Team and various other designated representatives. The project development team will include the City of West Des Moines and McClure Engineering Company
- Meet to review progress and to discuss specific elements of the project design (assume bi-weekly conference calls) including City staff. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.
- Prepare minutes of meetings and keep documentation of other communications.

END OF DOCUMENT

ATTACHMENT 2

PROJECT SCHEDULE

Event	Start	End
• Notice to Proceed	05/03/21	05/03/21
• Phase 1: Conceptual Design	05/10/21	10/05/21
• Phase 2: Project Development	10/06/21	05/17/22
• Phase 3: Construction	07/22/22	06/30/23
• Project Closeout	07/05/23	09/29/23
• Project complete	10/02/23	10/02/23

Schedule assumes Phase 2 and Phase 3 work to be performed as proposed. Final schedule will be decided per discussions with City.

ATTACHMENT 3

SCHEDULE OF FEES

Blue Creek Stormwater Detention Facilities
City Proj. No. 0510-048-2019

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
Phase 1, 2, 4 – Design and Value Added Services	**$485,000.00 T&M**
Phase 3 – Construction Phase Services	**$100,000.00 T&M**
Total Contract	**$585,000.00 T&M**

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

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2021*)

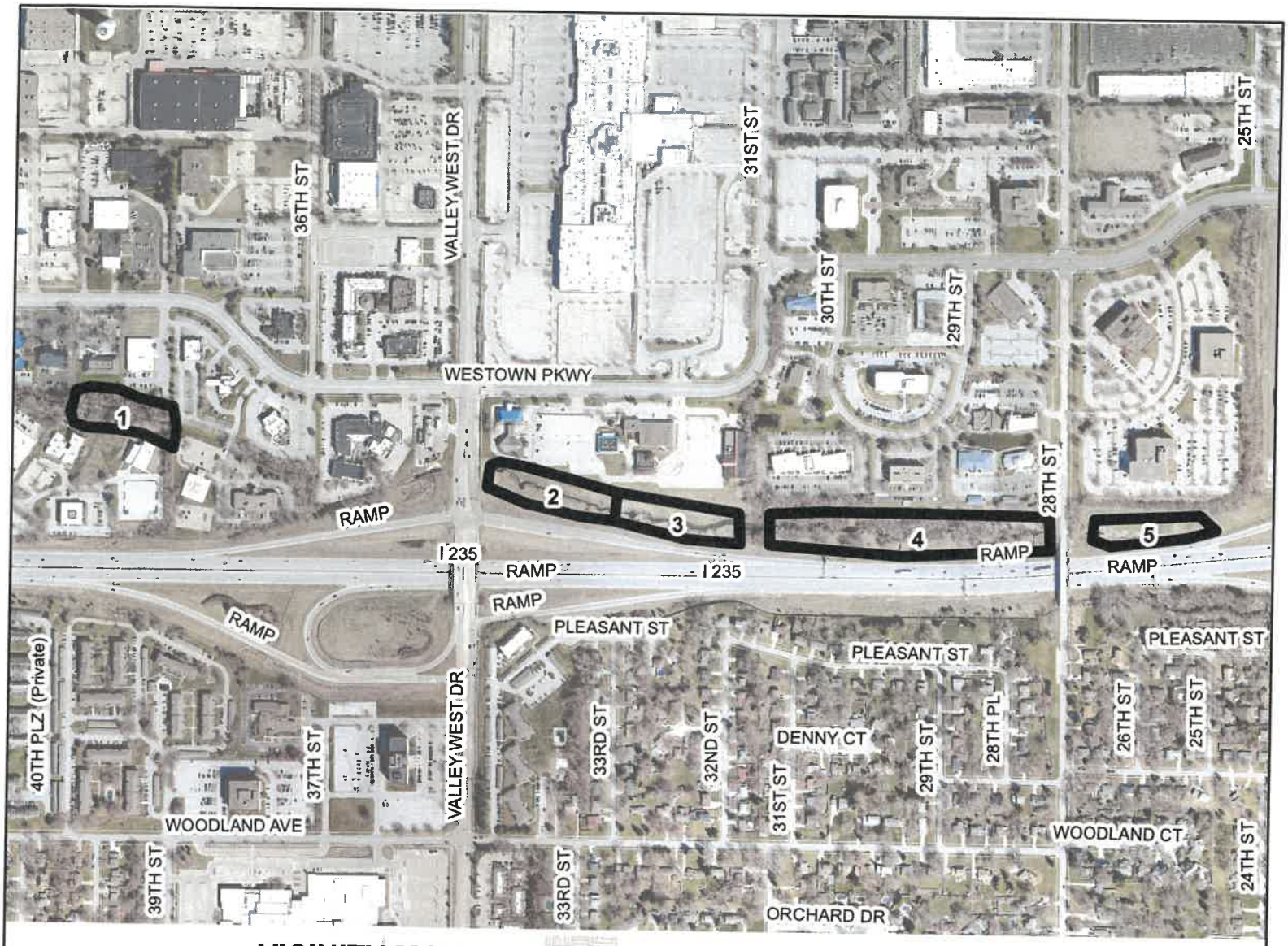
PERSONNEL	HOURLY RATE
Principal	$270 - $295
Project Manager	$180 - $220
Senior Professional	$180 - $275
Professional	$150 - $180
Junior Professional	$120 - $150
Senior Technician	$130 - $170
Technician	$110 - $130
Landscape Architect	$120 - $150
Field Crew Personnel	$90 - $120
On-Site Representative	$110 - $150
Client/Project Liason	$130 - $180
Administrative	$60 - $80

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

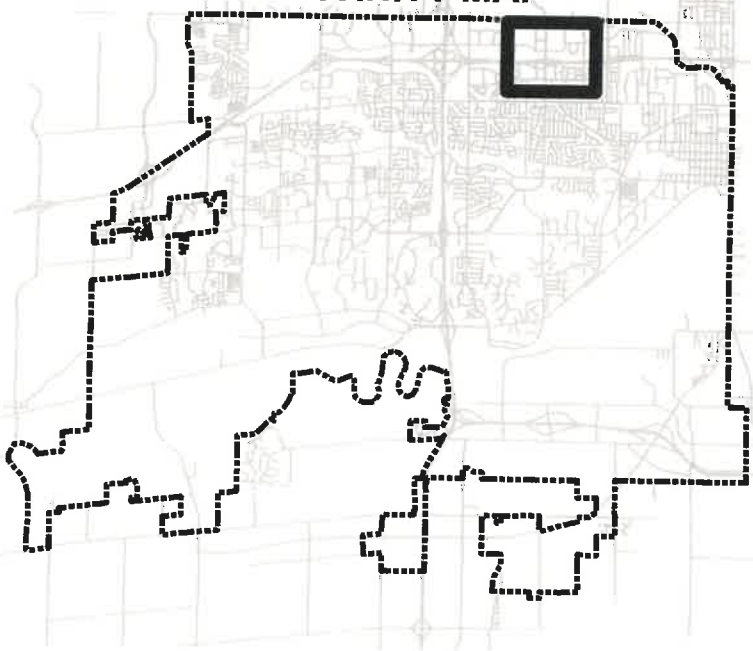
MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage	$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years

McCLURE™



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Blue Creek Detention Facilities

LOCATION:

Exhibit "A"

DRAWN BY: JDR	DATE: 3/16/2021	PROJECT NUMBER/NAME: 0510-048-2019	SHT. 1 of 1