CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 3, 2021

ITEM: Motion – Approval of Professional Services Agreement – Fox Creek Trail Survey and Design

FINANCIAL IMPACT: Expense of $38,550.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 20-21 CIP budget for Fox Creek Greenway Trail (Project No. 0510 046 2020).

BACKGROUND: The Council is asked to approve an agreement with Civil Design Advantage (CDA) for professional services related to obtaining survey along the Fox Creek greenway and preparation of construction plans for a portion of trail along Fox Creek. Under a separate agreement approved on July 20, 2020, CDA prepared preliminary/schematic design for the trail to determine feasibility and general location. CDA is also consulting engineer for development proposed along both sides of the Fox Creek. The trail design is being closely coordinated with the planning efforts for the adjacent development. The scope of work will include survey along both sides of the creek, preparation of preliminary & final plans, and preparation of SWPPP & grading permit for the portion of trail located along the east side of Fox Creek. The trail along the west side of the Fox Creek will be refined as further development occurs. Portions of trail construction are anticipated to be installed through the parkland dedication process with any remaining portions to be installed by the City.

The consultant was selected due to previous involvement on this project, clear understanding of the surrounding development, and experience in this type of work. The agreement with CDA is attached along with their proposal, scope of services, schedule, and fees.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with Civil Design Advantage.

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

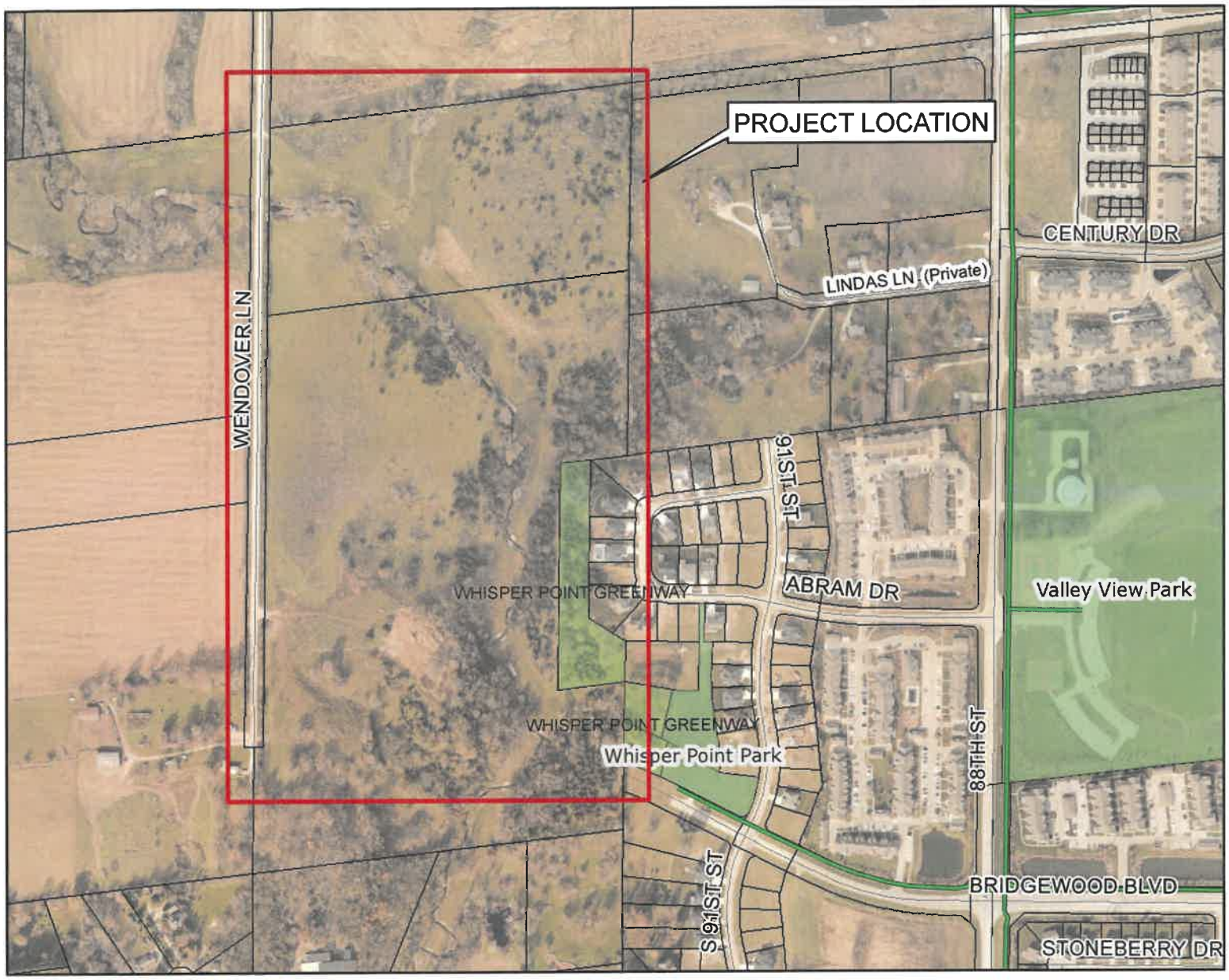
Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split



VICINITY MAP

LEGEND

Project Location

N

0 500 1,000 Feet

THE CITY OF WEST DES MOINES	PROJECT:	PSA - FOX CREEK GREENWAY TRAIL		
	LOCATION:	9200 BLOCK AT BRIDGEWOOD BLVD		
	DRAWN BY: MAA	DATE: 7/15/2020	PROJECT NO.:	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 28th day of April, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Civil Design Advantage, LLC, (Fed. I.D. # 20-0291080), 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 FOX CREEK TRAIL CONSTRUCTION DRAWINGS (Project #0510 046 2020), shall be as further described in Attachment A, Scope of Services.

2. SCHEDULE

   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment A. 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, pursuant to the Schedule of Fees set forth in Attachment A.

      I. Design Services - Phase 1 Only – Hourly not to exceed
      TOTAL $38,550.00

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

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

4. INSURANCE

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

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

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Civil Design Advantage
Attn: Bob Gibson
Address: 3405 SE Crossroads Dr, Suite G
City, State: Grimes, IA 50111

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's

employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's
best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

BY: _____
Gary Reed, President
Civil Design Advantage, LLC

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT A

SCOPE OF SERVICES

Outlined within 'Scope of Services' labeled as EXHIBIT 'A'

PROJECT SCHEDULE

Phase 1 CD's – August 2021

SCHEDULE OF FEES

$38,550 (Phase 1 Only)

Outlined within 'Compensation' labeled as EXHIBIT 'B'

PROFESSIONAL SERVICES AGREEMENT

PARTIES:

This agreement is made between the following parties:

Client: City of West Des Moines

and

Engineer: Civil Design Advantage, LLC

For services regarding the following project:

Project Name: Fox Creek Trail Construction Drawings

Location: West Des Moines, Iowa

SCOPE:

The ENGINEER agrees to perform the following professional services in connection with the Project:

See attached Exhibit 'A'

COMPENSATION:

The CLIENT agrees to compensate the Engineer for services rendered under this agreement as follows:

See attached Exhibit 'B'

This agreement is subject to the General Conditions attached.

CLIENT	ENGINEER
DATE	April 28, 2021 DATE

GENERAL CONDITIONS

1. Neither the CLIENT nor the ENGINEER shall assign or otherwise transfer their duties under this agreement without the written consent of the other.

2. This written agreement shall govern over any discrepancies or inconsistencies resulting from previous representations of scope or compensation projections.

3. CLIENT represents that CLIENT is the property owner or that CLIENT represents the property owner as an authorized agent related to the scope of this agreement. This agreement constitutes a contractual obligation between CLIENT, property owner, its related entities and ENGINEER.

4. CLIENT shall secure all necessary consents required to complete the Services and will execute any necessary agreements for the ENGINEER to access the site. ENGINEER shall be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precaution for any other parties, including CLIENT, CLIENT'S contractors, subcontractors or other parties present at the site.

5. Services performed by ENGINEER under this agreement are intended to be conducted in substantial conformance to locally accepted industry standards under similar conditions. No other representations, expressed or implied, and no guarantee or warranty is included in this agreement or in any other document or opinion represented by ENGINEER.

6. Construction cost projections provided by ENGINEER are based on ENGINEER's experience. Actual bids, proposals and costs may vary from these projections and ENGINEER does not warrant the accuracy of these projections as ENGINEER has no control over construction practices or market conditions.

7. All drawings, specifications and other work product (including all electronic media) of the PROJECT shall remain the property of the ENGINEER. Any reuse of this product by the CLIENT is at CLIENT's risk unless written permission is granted by ENGINEER. Any reuse of this product shall entitle the ENGINEER to further compensation, as determined by ENGINEER.

8. The CLIENT will require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this agreement to hold harmless, indemnify and defend the CLIENT and the ENGINEER , their consultants and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from the Contractor's or Subcontractor's negligence in the performance of the work described in the construction contract documents.

9. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, accidents, Government acts or other events beyond the control of the other.

10. CLIENT and ENGINEER have evaluated the risks and rewards associated with this agreement, including the ENGINEER'S fee relative to the risks assumed, and agree to allocate certain of the risks so, to the fullest extent permitted by law, the total aggregate liability of the ENGINEER to the CLIENT and to all contractors and subcontractors on the PROJECT due to any and all injuries, damages, claims, losses or expenses (including attorney and expert fees) arising out of the ENGINEER'S services or this agreement regardless of cause(s) or the theory of liability, including the ENGINEER's professional negligent acts, errors or omissions shall not exceed the Engineer's total fee of services on the PROJECT, or $25,000, whichever is less.

11. Any direct project expenses including governmental fees shall be paid directly by the CLIENT. Services not specifically stated in scope shall not be assumed to be included in ENGINEER's responsibilities unless provided in writing by ENGINEER.

12. The ENGINEER may cease work on the project and the CLIENT shall waive any claim against the ENGINEER should CLIENT fail to pay ENGINEER any undisputed claims within 30 days following invoice date. CLIENT shall notify ENGINEER within 10 days of invoice date of any disputed claims in writing. Should this period expire, CLIENT shall have waived its rights to recourse against ENGINEER. Should CLIENT object to all or a portion of the invoice within the 10-day period, CLIENT shall pay the undisputed portion of the invoice and shall work with ENGINEER to resolve the matter within 60 days of written disputed claim. Either party may terminate agreement if a resolution is not achieved within the 60-day period as allowed in the termination portion of the agreement.

13. The ENGINEER or CLIENT may terminate this agreement, after giving 10 days written notice to the other party. The ENGINEER shall be paid, within 10 days, for services provided to the termination date. Should project be remobilized, CLIENT shall also pay the cost of remobilization.

14. Should full compensation of invoice not be provided to ENGINEER by CLIENT within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month from the 30th day unless a written waiver is provided by ENGINEER. The CLIENT is also responsible for legal fees should litigation be required for ENGINEER to obtain compensation from CLIENT.

15. ENGINEER may, without notice, file a Lien against CLIENT's property or current property owner, should CLIENT fail to abide by the payment terms of this agreement. The Lien will include interest terms previously noted and CLIENT shall also be responsible for associated legal and administrative fees. Should Lien Waivers be requested by CLIENT, the waivers shall only waive the ENGINEER's ability to Lien for the compensation amount paid by CLIENT and no other warranties or conditions shall apply.

16. ENGINEER is not responsible for the monitoring, implementing or updating of the Storm Water Pollution Prevention Plan. It is the CLIENT's sole responsibility to abide by the US Environmental Protection Agency, Iowa Department of Natural Resources or other permitting authorities rules and regulations.

17. Hourly services shall be billed for personnel time, materials and mileage in accordance with the current Standard Fee Schedule. The Standard Fee Schedule will be updated yearly and shall take effect on the first billing period of each year unless other arrangements are made in writing. Lump Sum Fee services are valid for 60 days from contract date to initiate contract and are valid for one year from contract date once contract is initiated.

18. CLIENT agrees that execution of this Professional Service Agreement (PSA) is a material element of the consideration ENGINEER requires to execute the Services, and if Services are initiated by ENGINEER prior to execution of this PSA as an accommodation for CLIENT at CLIENT'S request, (whether verbal, written, electronic or other) both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this PSA. In the event CLIENT uses a purchase order or other form to administer this PSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken.

19. ENGINEER and CLIENT shall defend, indemnify and hold harmless the other, their agents, and employees, from and against all legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and CLIENT, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of ENGINEER'S services of this PSA regardless of cause(s) or theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of ENGINEER'S substantial completion of services on the project.

20. Neither party shall be liable to the other for loss of profits or revenue, loss of use or opportunity, loss of good will, cost of substitute facilities, goods or services, cost of capital or for any special, consequential, indirect, punitive or exemplary damages.

21. If topographic survey services are included within the scope of services of this agreement, ENGINEER shall utilize Iowa One-Call for locating of public utilities which typically results in map location of utilities (no locates in the field). If CLIENT wishes something other than map locates, CLIENT shall employ a utility locating service to provide field locates for the ENGINEER. CLIENT shall provide the location and/or arrange for the marking of private utilities and subterranean structures. ENGINEER shall take reasonable care to acquire the location of known utilities and subterranean structures. ENGINEER shall not be responsible for damage or injury to subterranean structures or utilities that are not called to ENGINEER'S attention, are incorrectly marked, including by a utility locate service, or are incorrectly shown on information furnished to ENGINEER.

22. CLIENT agrees that if changes are made during construction without the consultation of the ENGINEER, the CLIENT holds ENGINEER harmless for said changes.

EXHIBIT 'A'

Fox Creek Trail Construction Drawings
West Des Moines, Iowa
4/28/2021

PROJECT DESCRIPTION

The City of West Des Moines (Client) is requesting construction drawings for a shared use path through the Pavilion Park area. The project involves the construction of approximately 4,860 linear feet of a 10-foot-wide PCC trail between E.P. True Parkway and Whisper Point Park. Refer to Exhibit C.

Civil Design Advantage (CDA) will provide the following Scope of Services:

SCOPE OF SERVICES

The engineering services will occur in two phases. Phase 1 will encompass the area from Whisper Point Park to Wendover Lane and includes approximately 3,810 lineal feet of trail. Phase 2 encompasses the area from Wendover Lane to the proposed EP True Parkway and includes approximately 1,050 lineal feet of trail.

PHASE 1

Task 1 - Topographic Survey – Entire Site

CDA has already surveyed significant portions of the site in association with other projects. CDA will mobilize to the site to conduct a topographic survey for the remainder of the area necessary to produce a full topographic survey for this project. The area of the topographic survey shall consist of a corridor 70 feet wide, centered on the centerline of the proposed trail, and the top and bottom of the creek bank and the centerline of the creek. See Exhibit C. Surface features, break lines, trees greater than 12" in diameter, utility poles, shall be located for the topographic survey. Elevations on an approximate 40-foot grid will be acquired and contours shall be drawn to 1-foot contour grid. CDA will contact Iowa One-Call for existing public utility locations. Utility information will be shown from field locates (if provided by Iowa One-Call) and/or mapping. CDA has already surveyed portions of the area in association with other projects and has also surveyed the sanitary sewer. This existing information will be merged with that obtained by this effort to produce a single survey file to serve as a base for construction drawings for the trail.

Task 2 - Preliminary Plan Preparation

Based on the previously prepared preliminary alignment and the topographic survey, CDA will prepare Preliminary Plan for the trail, which will be approximately 60% complete drawings. Drawings shall include the following:

- Title Sheet
- Details
- Estimate of Project Quantities
- General Notes
- Survey Reference Information
- Typical Sections
- Plan and Profiles

With the preliminary plans, CDA will prepare:

- Preliminary Opinion of Probable Construction Cost

Once the preliminary plans are finalized, CDA will meet with West Des Moines Staff to review the proposed improvements. Revisions shall be made accordingly to the preliminary layout and report based on comments and suggestions from the West Des Moines Staff.

EXHIBIT 'A'

Task 3 - Final Plan Preparation

To begin the Final Plan phase, CDA will make revisions to the preliminary design based on comments received from the City. Drawings shall include the following sheets:

- Title Sheet
- Details
- Estimate of Project
- Quantities/General Notes
- Survey Reference Information
- Grading Plan
- Trail Plan & Profiles

Preliminary Final Plan documents (95% complete) will be submitted to the City West Des Moines for review. Preliminary Final Plan documents will show trail alignment, proposed grading, elevations, details, and proposed private property impacts (if applicable). An updated preliminary opinion of probable construction cost for the trail will accompany the plan set. CDA will also meet with the City to review the preliminary Final Plans and to establish a letting schedule.

Once City comments are received, CDA will finalize the construction documents. Final design drawings will include trail alignment, proposed grading, quantities, general notes, trail cross sections and final opinion of probable construction cost. Final documents shall be developed in accordance with applicable trail design standards (such as AASHTO and City of West Des Moines Standard Construction Specifications for Subdivisions and PROWAG. City of West Des Moines Standard Construction Specifications for Subdivisions shall be referenced, technical specifications will not be prepared. The City of West Des Moines will provide the front-end contract documents.

Task 4 - SWPPP & Grading Permit

CDA will prepare an initial Storm Water Pollution Prevention Plan (SWPPP) for the entire site (both phases) for submittal into the City and for use during construction. The fee quoted is for a one-time preparation of the SWPPP document (prior to construction). The CLIENT or OWNER will be responsible for monitoring the site and keeping the SWPPP current throughout each phase of construction. CDA will also prepare and publish a "Notice of Intent" in one area newspaper and prepare an Iowa Department of Natural Resources (IDNR) National Pollution Discharge Elimination Service (NPDES) "Notice of Intent" for the OWNER to sign and submit to the Iowa DNR. Included within this task will also be the preparation of the City's grading permit to be signed by the OWNER which will be submitted with the SWPPP into the city. CDA is not responsible for keeping the SWPPP updated throughout construction or for distribution of the plan to contractors. It will be the duty of the CLIENT or CLIENT'S agent to see that all contractors receive a copy of the SWPPP and sign the certification statements. It is also the duty of the CLIENT or CLIENT'S agent to periodically update the SWPPP throughout construction to meet all EPA, IDNR and local governmental agency's requirements.

PHASE 2

Task 1 – Preliminary Plan Preparation

The scope of services is the same as described for Task 2 of Phase 1.

Task 2 – Final Plan Preparation

The scope of services is the same as described for Task 3 of Phase 1.

Task 3 – Grading Permit

CDA will prepare the City's grading permit to be signed by the CLIENT.

EXHIBIT 'A'

ADDITIONAL TASKS (if required)

Additional Task 1 – ACOE/DNR Joint Application

If necessary, CDA will prepare a joint application permit for construction of the trail that may disturb areas under the jurisdiction of Corps of Engineers (COE), U.S. Environmental Protection Agency (EPA) or Iowa Department of Natural Resources (IDNR) under the Clean Water Act. This task includes submitting the permit to the appropriate agencies for review but does not include follow up investigations that may be required by the jurisdictions such as but not limited to wetland delineation/mitigation, floodplain studies, endangered species studies or nationwide/COE permits.

Additional Task 2 – Flood Study Update

CDA has previously completed a flood study in the area. ACOE/DNR may require that study to be updated to account for any impact the trail may have on the floodplain.

EXHIBIT 'A'

The following is a list of services not included in current scope of services or compensation. This list is provided to further define this agreement scope. The list includes, but is not limited to;

- Due Diligence
  - ALTA Survey
  - Phase 1 Environmental Site Assessment (ESA)
  - Wetlands Delineation / Mitigation
  - Endangered Species Studies
  - Geotechnical Exploration / Testing / Pavement Thickness Calculations
  - Rezoning
  - Obtaining Signatures and/or Consent from Adjacent Land Owners
  - Annexation / Board of Adjustment Variance Requests
  - Traffic Impact Analysis / Traffic Studies / Traffic Signal Design
  - Right-of-Way Services
  - Due diligence reports / investigations / pro-formas
  - Zoning Compliance Verification of Overall Site
- Entitlement, Design, and Permitting
  - Private Utility Service Locates
  - Tree Survey / Mitigation Calculations
  - Submittal / Permitting Fees
  - Preliminary Plat
  - Final Plat
  - Plat of Survey
  - Acquisition Plat
  - Easement Exhibits
  - Legal Documents
  - Opinions of Probable Construction Cost
  - Iowa Department of Transportation (DOT) Permits
  - US Army Corps of Engineers (USACE) and Iowa Department of Natural Resources (IDNR) Environmental Permitting
  - Changes based on concept plan revisions once CLIENT has issued authorization to proceed with preparation and submission of the official Plan Submittal package to the Jurisdiction Having Authority (this excludes comments from City/County Staff that require changes through the Plan review process).
  - Specification Preparation – Reference Current Edition of "Iowa Statewide Urban Design and Specifications"
  - Lighting / Foot-candle Designs / Franchise Utility Designs
  - Existing Utility Capacity Analysis
  - Watermain Sizing
  - Irrigation Plan
  - Landscape Design / Entrance Features / Signage
  - Design of Off-site Improvements of Any Kind
  - Signage Design
  - Structural Design (including retaining walls or other structural elements)
  - Revisions to SWPPP (after Site Plan approval)
  - Regional / Off-site Storm Water Management Studies & Analysis
  - Detention Calculations and Design
  - Bridge Design
  - Lift Station, sump pump, septic system or grease interceptor designs
  - Well Water design
  - LEED certifications or extensive conservation design
  - Parkland Improvement design
  - Autoturn turn-path analysis
  - Individual Residential Lot Site Plans
- Bid Phase Services
  - Bid Document Distribution
  - Advertisements for Bid
  - Bid Solicitation
  - Pre-Bid Meeting
- Construction Phase Services
  - Construction Staking
  - Construction Administration
  - Construction Observation
  - Shop Drawing Review
  - Pay Application Review
  - Detention Basin Record Drawings / Record Calculations
  - SWPPP Monitoring / SWPPP Plan Updates
  - ALTA Survey Requirements
- Meetings
  - With adjacent land owners
  - Neighborhood meetings
  - Meetings beyond those identified in the Scope of Services

EXHIBIT 'B'

COMPENSATION

Civil Design Advantage will perform the above Scope of Services for the following proposed fees plus expenses:

TASK	Description	Amount	Terms
PHASE 1			
1	Topographic Survey	$ 8,800	Hourly Not to Exceed
2	Preliminary Plan Preparation	$ 17,750	Hourly Not to Exceed
3	Final Plan Preparation	$ 8,500	Hourly Not to Exceed
4	SWPPP & Grading Permit	$ 3,500	Hourly Not to Exceed
	TOTAL PHASE 1	$ 38,550	
PHASE 2			
1	Preliminary Plan Preparation	$ 5,500	Hourly Not to Exceed
2	Final Plan Preparation	$ 3,000	Hourly Not to Exceed
3	Grading Permit	$ 500	Hourly Not to Exceed
	TOTAL PHASE 2	$ 9,000	
ADDITIONAL TASKS IF REQUIRED			
1	ACOE/DNR Joint Application	$ 2,000	Hourly Not to Exceed
2	Flood Study Update	$ 4,000	Hourly Not to Exceed

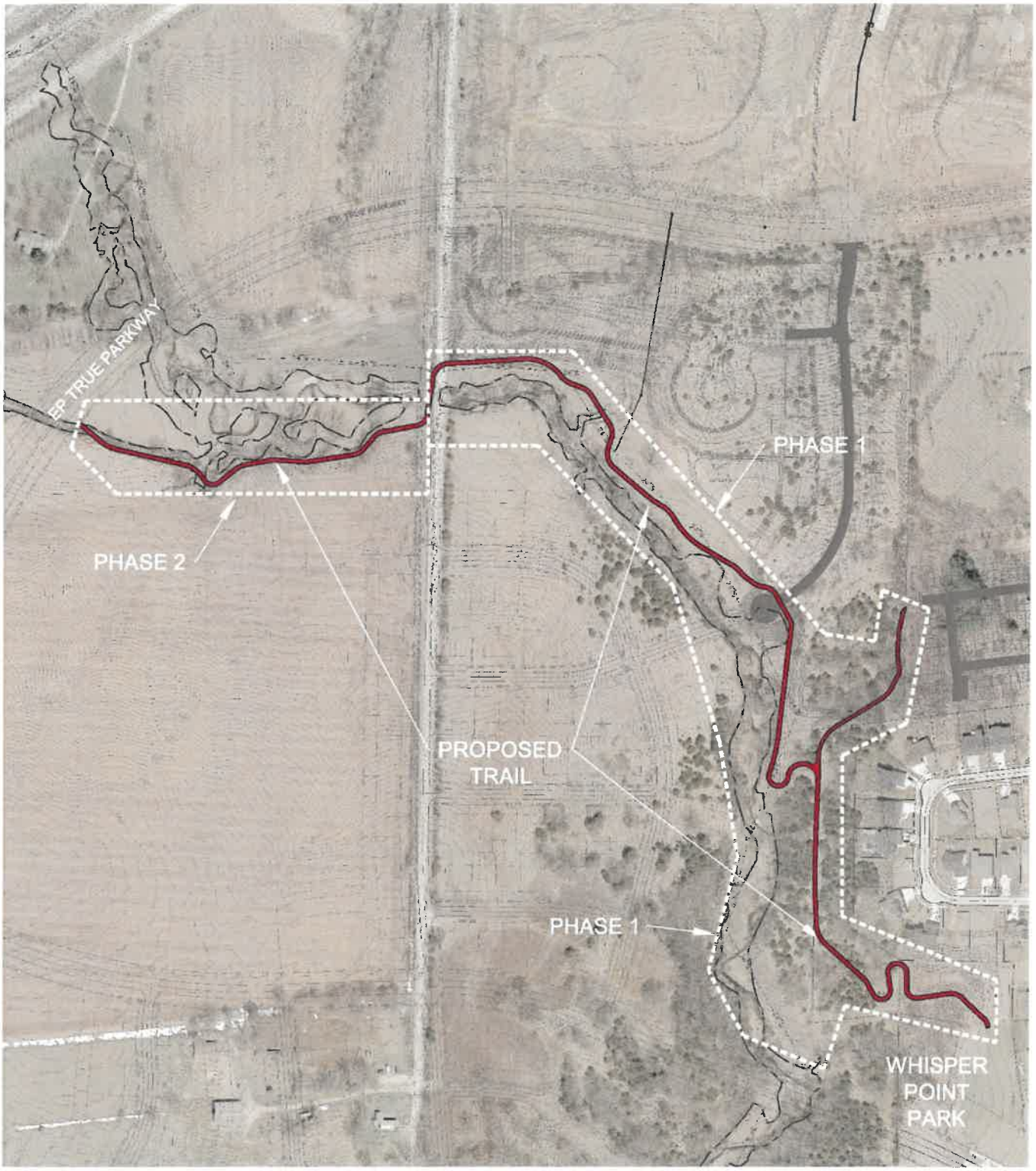
*All expenses shall be billed on an actual cost basis (see attached Standard Fee Schedule)

EXHIBIT 'B'

Standard Fee Schedule
2020-2021
Civil Design Advantage, LLC

Classification	Billing Rate		Unit
Principal / Senior Engineer	$185	/	hour
Principal / Senior Land Surveyor	$185	/	hour
Senior Engineer	$176	/	hour
Engineer 8	$160	/	hour
Engineer 7	$150	/	hour
Engineer 6	$140	/	hour
Engineer 5	$130	/	hour
Engineer 4	$118	/	hour
Engineer 3	$106	/	hour
Engineer 2	$95	/	hour
Engineer 1	$85	/	hour
Senior Technician	$137	/	hour
Technician 8	$125	/	hour
Technician 7	$115	/	hour
Technician 6	$106	/	hour
Technician 5	$97	/	hour
Technician 4	$86	/	hour
Technician 3	$76	/	hour
Technician 2	$65	/	hour
Technician 1	$54	/	hour
Senior Project Manager	$173	/	hour
Project Manager 8	$160	/	hour
Project Manager 7	$145	/	hour
Project Manager 6	$138	/	hour
Project Manager 5	$130	/	hour
Project Manager 4	$120	/	hour
Administrative 3	$85	/	hour
Administrative 2	$65	/	hour
Administrative 1	$45	/	hour
Mileage	Current IRS Rate	/	mile
Plots (Black & White)	$1.50	/	sheet
Plots (Color)	$30	/	sheet
Mylar Plots	$15	/	sheet
Copies (Black & White)	$0.10	/	page
Copies (Color)	$0.75	/	page

EXHIBIT C


EP TRUE PARKWAY
PHASE 1
PHASE 2
PROPOSED
TRAIL
PHASE 1
WHISPER
POINT
PARK