CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: November 1, 2021

ITEM:

Resolution - Approving Professional Services Agreement
SE Adams Street - Veterans Parkway to SE Orilla Road

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $167,635.00 for Basic Services. In addition, the cost for performing Resident Consultant Services will not exceed $39,175.00. 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 Alluvion TIF Funds. West Des Moines Water Works will be responsible for reimbursing the City of West Des Moines for the construction of the cul-de-sac and associated sidewalk nearest the new water tower site.

BACKGROUND:

Approval of this action authorizes HNTB Corporation to perform the professional services necessary for the reconstruction of SE Adams Street from SE Orilla Road to the site of a new West Des Moines Water Works water tower. SE Adams Street will be reconstructed from an existing 2-lane rural gravel road to a 2-lane urban concrete roadway (local street classification), including a cul-de-sac at the entrance to the water tower site. The remainder of existing SE Adams Street from the water tower site to Veterans Parkway will be removed. The water tower and associated watermain are being constructed as part of separate projects. The water tower is tentatively scheduled to be completed mid-year 2023. In order to not interfere with construction access to the new water tower site, the SE Adams Street reconstruction will most likely be deferred until 2024. However, design is necessary at this time for coordination purposes.

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 SE Adams Street - Veterans Parkway

to SE Orilla Road.

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 25, 2021		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

SE Adams Street - Veterans Parkway to SE Orilla Road
Project No. 0510-078-2021

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 HNTB Corporation, and

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

Basic Services of the Consultant	**$167,635.00**
Resident Consultant Services	**$ 39,175.00**
Total	**$206,810.00**

therefore,

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

PASSED AND APPROVED on this **1st** day of **November, 2021.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 1st day of November, 2021, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HNTB CORPORATION, (Fed. I.D. # 43-1623092), 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 SE Adams Street, Veterans Parkway to SE Orilla Road (Project No. 0510-078-2021) 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	$ 167,635
II. Resident Consultant Services	$ 39,175
Total	$206,810

   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: HNTB Corporation
Attn: Heidi Lane, P.E.
Address: 601 E. Locust St. Suite 200
City, State: Des Moines, IA 50309

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.

HNTB Corporation	CITY OF WEST DES MOINES
BY: Timothy Morgan (Oct 28, 2021 13:57 CDT)	BY: _____
Timothy Morgan, Vice President	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

DIVISION I - BASIC SERVICES OF THE CONSULTANT

Project Description

The project will include the design and construction monitoring associated with the SE Adams Street project from Veterans Parkway to SE Orilla Road. SE Adams Street is planned to be a 2-lane urban roadway local street with 70' ROW with 6" curb and gutter to a cul-de-sac terminating at the entrance to a new water tower on the South side of SE Adams Street in between Veterans Parkway and SE Orilla Road. The project will include a connection to the water tower access drive and coordination with West Des Moines Water Works and their Consultant (Veenstra and Kimm) working on the water tower design and associated waterline.

The scope of services to be performed by the Consultant shall include the services to complete the following tasks:

TASK 1: Project Management

1.1 General Project Management

This task will be ongoing throughout the project. The Project Manager will manage the budget and schedule for the project, serve as the point of contact for City staff and be responsible for coordinating all work done by the design team. The Project Manager will provide the City with bi-weekly progress reports and administer the project SharePoint site.

1.2 Meetings

Up to six (6) review meetings between the Design Team and the City will be held to review progress and coordinate with the City. This includes a kick-off meeting, meetings at each project milestone deliverable, and one miscellaneous meeting. The Consultant will provide meeting minutes following the meetings.

1.3 Public Involvement

Assumes preparation and attendance for 1 public meeting. The Consultant will provide exhibits for the meeting and have two representatives in attendance.

1.4 Coordination with Other Agencies

Maintain communications with subconsultants (Veenstra and Kimm, Terracon and Foth), the Consultant designing the Water Tower (Veenstra and Kimm), and the West Des Moines Water Works (as needed) to coordinate the two projects design and schedules. The Consultant will also coordinate with other appropriate agencies involved with this project.

TASK 2: Data Collection

2.1 Surveys and Mapping (by Sub Consultant)

The Consultant shall utilize the existing topographic and utility survey performed for the Waterline and Water Tower projects for the West Des Moines Water Works. The survey was performed for those projects by Veenstra and Kimm and shall be provided to the City of West Des Moines and HNTB for use on this project.

In addition, The Consultant shall obtain a subconsultant to provide the following services:

2.1.1 Topographic Survey
Up to two (2) visits to the site for miscellaneous topographic survey needs to supplement the existing survey from the Waterline and Water Tower project.

2.1.2 As-built Survey During Construction
The Consultant shall perform up to two (2) visits to the project site for as-built survey needs.

2.1.3 Right-of-Way and Easement Acquisition Map and Legal Descriptions
The Consultant will prepare acquisition plats and legal descriptions for property to be acquired for the Project and perform land corner and lot surveys as needed. Vacation of existing Right-of-Way between the cul-de-sac and Veterans Parkway will be conducted. Up to four (4) Right-of-Way acquisition plats, and up to four (4) temporary or permanent easements are included. Acquisition services outside of the plats and legal descriptions is not included.

TASK 3: Environmental Permitting

3.1 Environmental Review and Permitting (by Sub Consultant)

The Consultant shall obtain a subconsultant to provide the following services:

3.1.1 Wetland and WUS Delineation
Subconsultant will perform a wetland and WUS delineation of the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Subconsultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

The scope of this proposal includes one site visit to conduct a baseline delineation. The fees in this proposal do not include additional meetings or data collection/evaluation that may be requested by the USACE.

3.1.2 Mitigation Plan and Section 404 Permit Application (if needed)
If jurisdictional wetland or WUS impacts are proposed, Foth will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. Foth will also prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and/or WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project.

The project site is located within the primary or secondary service areas of the Voas Mitigation Bank and McCorkle Bank, which offer emergent wetland credits, the White Fox Bank, which offers emergent and forested wetland credits and WUS credits, and the Des Moines River Mitigation Bank, which offers WUS credits. We will contact the bank/banks regarding the purchase of credits for wetland and WUS impacts. We will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

The scope of this proposal does not include design of a wetland or WUS mitigation area if mitigation banks or the in-lieu fee program cannot be utilized.

3.1.3 Threatened & Endangered Species Habitat Assessment
Subconsultant shall review the U.S. Fish and Wildlife Service (FWS) Endangered Species List to evaluate potential Threatened and Endangered (T&E) species in the project area. Subconsultant shall perform a T&E habitat assessment of the project area. The

T&E Habitat Assessment will include a review of FWS's Planning and Consultation System and the IDNR's Natural Areas Inventory database to identify species of concern and records of known occurrences. A walking survey of the project area will be conducted by a project biologist to assess the potential for T&E species. A report will be prepared to document the findings of the database search and field survey.

3.1.4 Phase I Cultural Resource Survey
Subconsultant will perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area. The task does not include Phase I Cultural Resource surveys if an off-site mitigation site is selected or Phase II archeological investigations at the project site.

TASK 4: Geotechnical Engineering

4.1 Geotechnical Engineering (by Sub Consultant)

The Consultant shall obtain a subconsultant to provide the geotechnical engineering for the following tasks:

4.1.1 Soil Borings
Subconsultant shall obtain borings and provide the geotechnical information in a report.

4.1.2 Pavement Design
Subconsultant to provide a recommendation for the pavement design of Adams Street based on the boring information. Pavement design is assumed to be PCC.

TASK 5: Street Lighting

5.1 Street Lighting

Street lighting design will be developed at 90% Design. No street lighting plans will be developed for 30% or 60% stages of design.

5.1.1 90% Final Street Lighting Installation Plan

- Prepare Final Plans
- Prepare Quantities and Cost Estimate

5.1.2 Final Street lighting installation Plan and details

- Address 90% Comments
- Finalize Plans, Details and Specifications (Assumes use of standard details and specifications)

TASK 6: Roadway Design

6.1 30% Concept Design

The Consultant will develop a 30% concept design and plan documents for the entire corridor for review, comment, and coordination. The concept plans will address significant project features such as alignment, grade, drainage, utilities, maintenance of access, and other design issues that would affect the limits of construction, right-of-way, or easements needed for the project.
The concept shall include:

6.1.1 Survey Coordination
Survey planning, coordination, and field check of survey.

6.1.2 Develop Design Criteria
Confirm design criteria for the project and discuss with the City. Criteria will conform to the City, and SUDAS. Items to be included (but not limited to):

- Functional classification
- Design speed
- Design vehicles for intersection and cul-de-sac design
- Widths of travel lanes and right-of way
- Street lighting requirements
- Utility corridor locations

6.1.3 Develop preliminary typical sections
Develop typical sections for the mainline street improvements in coordination with the City. Prepare typical sections, including lane widths, curb section/type, right-of-way width, pavement type, and clear zone. Identify potential utility relocations in the typical roadway section. No utility (water/sewer/gas/etc.) relocations are anticipated for this project.

6.1.4 Concept Geometrics
Develop concept roadway and intersection geometrics for the project. This includes geometry for SE Adams Street and 4 entrances/driveways.

6.1.5 Concept Storm Sewer
Prepare concept storm sewer layout on plan. Detailed storm sewer calculations, pipe sizes, and profiles will not be included at this stage.

6.1.6 Develop grading/construction limits and create roadway model and preliminary surfaces. Develop construction limits from model and determine anticipated right-of-way and easement acquisition.

6.1.7 Develop Concept Plan Set
Based on the concept design, prepare concept level plans depicting proposed grading, drainage, paving, and other features of the project. Concept plans will include, but not be limited to the following: Title Sheet, General Notes, Survey Reference Sheet, Typical Sections, and Plan and Profile sheets.

6.1.8 30% QAQC Review and Prepare Deliverables
Deliverables include digital submittal in the West Des Moines project SharePoint site.

6.2 60% Preliminary Design

The Consultant will address 30% comments and perform preliminary design services to advance the design and plans to 60% preliminary design. The 60% preliminary design shall include:

6.2.1 Address 30% comments

6.2.2 Refine Typical Sections and Details
Refine and assemble the Typical Cross Sections to be used for the proposed improvements. The typical sections will include proposed grading, drainage, and paving improvements.

6.2.3 Finalize roadway geometry for SE Adams Street, cul-de-sac and 4 driveways.

6.2.4 Update roadway model from 30% comments and geometry changes.

6.2.5 Refine Title Sheet, Typical Section Sheet, General Note Sheet, Survey Reference Sheet, Alignment Detail Sheet

6.2.6 Preliminary Plan and Profiles Sheets
Prepare preliminary plan and profile sheets that show the existing topographic information along with existing utility information and proposed improvements.

6.2.7 Intersection Detail Sheets
Prepare preliminary intersection detail sheets for intersection at SE Orilla Road

6.2.8 Cul-de-sac Detail Sheets
Prepare preliminary detail sheets for cul-de-sac at the end of SE Adams Street.

6.2.9 Preliminary Right-of-Way

6.2.10 Utility Coordination
Start initial coordination with utility companies based on the preliminary roadway design, storm sewer layout and grading. Assumes coordination with four utility companies with no relocations.

6.2.11 Storm Sewer Design Calculations and Plan Sheets
Perform hydrologic and hydraulic calculations and develop preliminary storm layout based on the preliminary design and existing drainage patterns. Storm design will follow the SUDAS Design Manual – Chapter 2. Develop both plan and vertical profiles in order to analyze and resolve utility conflicts with the proposed storm sewer.

6.2.12 Erosion Control Sheets
Develop erosion control sheets that identify the necessary erosion control measures needed during construction.

6.2.13 Cross Section Sheets
Develop cross sections at 50' increments to illustrate typical conditions and non-typical conditions.

6.2.14 Removal Sheets
Develop removal sheets that identify paving, trees, structures, and other items to be removed as part of the project.

6.2.15 Preliminary Quantities and Cost Estimate
Prepare concept level opinion of probable construction cost for the project and compare the cost to the City's current project budget. Make recommendations to the project if necessary, to address project budget concerns.

6.2.16 Acquisition Plats and Easement Exhibits
Identify permanent right-of-way and temporary/permanent easement needs based on the preliminary design development. Provide linework to Veenstra and Kimm.

6.2.17 Develop the Stormwater Pollution Prevention Plan
Create the SWPPP documentation for assessing site conditions.

6.2.18 60% QAQC Review and Prepare Deliverables
Deliverables include digital submittal in the West Des Moines project SharePoint site.

6.3 90% Final Design

The Consultant will address 60% comments and perform final design services including the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utilities, and other features of the project. Final Design services shall include:

6.3.1 Address 60% comments

6.3.2 Update plans including typical sections, plan and profile sheets, intersection details, erosion control sheets, and cross sections.

6.3.3 Review and update final grading, construction limits, and special notes related to fencing, private features, and coordination with design of other projects in the area.

6.3.4 Prepare pavement marking and signing sheets and details.
Develop pavement marking and traffic signing plans. Local traffic to be accommodated during construction and specified on the plans through general notes and project specifications. Detour plans are not included. Construction staging is not included.

6.3.5 Continue coordination with utility companies.

6.3.6 Prepare special provisions and design specifications.

6.3.7 Final quantities and engineers estimate.

6.3.8 Update the Stormwater Pollution Prevention Plan.

6.3.9 Create a Drainage Report

6.3.10 90% QAQC Review and Prepare Deliverables
Deliverables include digital submittal in the West Des Moines project SharePoint site.

6.4 Final Plans for Bidding

The Consultant will address 90% comments and proceed with final design, contract drawings, and specifications for the award of a single Contract of the construction of the proposed improvements. Final Design services shall include:

6.4.1 Address 90% comments

6.4.2 Finalize plans including typical sections, plan and profile sheets, intersection details, erosion control sheets, and cross sections.

6.4.3 Finalize grading, construction limits, and special notes related to fencing, private features, and coordination with design of other projects in the area.

6.4.4 Finalize pavement marking and signing sheets and details. Detour plans not included.

6.4.5 Finalize special provisions and design specifications will be included.

6.4.6 Finalize Stormwater Pollution Prevention Plan

6.4.7 Finalize Drainage Report

6.4.8 Final QAQC Review and Prepare Deliverables
Deliverables include digital submittal in the West Des Moines project SharePoint site and two (2) full-size hard copy prints.

6.5 Project Bidding Phase

6.5.1 The Consultant will coordinate and manage the letting process for the project including printing of plans and specifications, preparing the formal Notice of Hearing and Letting, and plan clarification and addenda.

6.5.2 The Consultant will prepare and attend the bid opening,

6.5.3 The Consultant will respond to bidder inquiries during bidding period. The scope assumes a maximum of 10 questions by prospective bidders requiring written responses to be published in accordance with city policy and provided to all prospective bidders.

6.5.4 The Consultant will assist in bid opening, prepare the bid tabulation, and provide recommendation of award assistance.

6.5.5 The Consultant will assist in obtaining contracts, performance bonds, certificate of insurance, etc. for the construction contract.

TASK 7: Pothole Existing utilities (if needed)

The Consultant shall obtain a subconsultant to provide pothole services for up to two locations, if needed.

DIVISION II – RESIDENT CONSULTANT SERVICES

The below Resident Engineering/Observation estimate includes a maximum of 360 hours of effort. In the event the construction period exceeds the contract working days or unanticipated conditions require the Resident Engineering/Observation in excess of 360 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

Consultant shall not be responsible for (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in the sections below.

TASK 8: Resident Consulting Services

8.1 Resident Engineering

Construction administration services shall consist of office-based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include the following:

8.1.1 Project Management - Internal project management, project reviews, invoicing, etc., as well as Sr. Management involvement.

8.1.2 Conduct a Pre-Construction Meeting – This task assumes a one-half-day meeting with Contractor, Subcontractors, Utility Companies, and other interested parties after the award of the construction contract for the Contractor.

8.1.3 Respond to Contractor-submitted requests for information (RFIs). The estimate assumes a maximum of 5 RFIs by the Contractor. Issue necessary interpretations and clarifications of the plans and, in connection therewith, prepare change orders as required.

8.1.4 Review of shop drawings for the project.

8.1.5 Participate in weekly progress meetings. For budgeting purposes, it is assumed meetings will completed in accordance with the schedule included within this professional services agreement. The scope assumes a maximum of 6 meetings at an estimated duration of 1 hour.

8.1.6 Prepare construction record drawings defining the actual location of improvements and fixtures showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

8.2 Resident Construction Observation

Work to be performed under this phase of the project shall include frequent resident observation of the construction work in addition to that included under Resident Engineering. The consultant shall provide near full-time resident observation by a full-time staff member of the Consultant during active construction. The construction schedule is assumed to be 6 weeks.

Construction Observation Services include:

- Attend Pre-Construction conference
- Monitor the Contractor's work for compliance with the plans, specifications, and schedule.
- Verify and provide the City construction quantities for Contractor pay vouchers and any required change orders related to construction.
- Coordinate on-site material testing with City's Material Testing Laboratory
- Keep required field construction documentation including daily diaries, logs, records, and measurement and computation of pay quantities. Additionally, this includes collecting, organizing and providing material certifications and load tickets.

- Track the project schedule and coordinate recovery schedules with the Contractor and City as necessary for construction
- Project coordination with City Staff for the development of weekly progress reports
- Attend weekly progress meeting when not performing required field observations.
- Coordinate and schedule material testing with City's sub-consultant testing provider
- Assist in processing pay requests and change orders
- Conduct final inspection, develop and distribute final punch list
- Prepare as-built mark-ups and comments.

CHANGE MANAGEMENT:

The Parties may at any time agree to a written Amendment within the general scope of this Agreement. If any Amendment should result in an increase or decrease in the cost of, or the time required for, performance under this Agreement, or otherwise affects any other provision of this Agreement, an equitable adjustment shall be made in the compensation, delivery schedule, or both if applicable and/or in such other provisions of this Agreement as may be so affected prior to Consultant's obligation to begin any such changed services. Consultant shall submit written notice of such impacts to the City. The City shall take action on such notice within ten (10) days of submittal and a mutually agreed upon Amendment to the Agreement shall be considered in accordance with Section 13 prior to Consultant's performance of such changed services.

SERVICES NOT INCLUDED IN THIS CONTRACT:

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

Basic Services of the Consultant:

1. Real Estate Acquisition Services
2. Traffic Signal design
3. Traffic analysis
4. Traffic Control
5. Detour plans
6. Landscape Architecture/Streetscape Design
7. Environmental, wetland permitting, or testing services not listed above in our Scope of Services.
8. Construction Staking
9. Sanitary Sewer Design
10. Waterline Design
11. Design changes after previously approved design decisions
12. Multiple Bid Packages

Resident Consultant Services:

1. All on-site inspection activities included in the scope are noted above. No additional field inspection activities are included.
2. No on-site materials inspection or testing is included.
3. No fabrication inspection is included.
4. Review and/or inspection of all work relating to (Geotech)
5. Review and/or inspection of any work relating to temporary utility bypasses or other temporary facilities is not included.

ATTACHMENT 2

PROJECT SCHEDULE

The schedule for SE Adams Street, Veterans Parkway to SE Orilla Road is described as follows:

Division I

Notice to Proceed	November 2, 2021
Wetland Delineation (weather permitting)	November 2021
30% Concept Plans Complete	November 2021- January 2022
60% Preliminary Plans Complete	February 2022 – April 2022
Acquisition Exhibits Complete	April 2022
90% Design Plans Complete	May 2022 – June 2022
Final Plans for Bidding and Specifications Complete	July 2022 – October 2022
Project Letting	November 2022

Division II

Construction Administration	March 2023 - October 2023
Resident Construction Observation	March 2023 – October 2023

The above schedule shall be adjusted based on right-of-way and/or utility relocations and is contingent on the Proposed Water Tower construction schedule. If changes are encountered during design the schedule will be updated accordingly.

ATTACHMENT 3

SCHEDULE OF FEES

SE Adams Street
HNTB Schedule of Rates

Rates are effective for services
through January 1, 2023

Rates are subject to inflation and may be adjusted annually.

Position Classification		Hourly Billing Rate
Group Director	$	280.00-350.00
Department Manager	$	180.00-290.00
Section Manager	$	180.00-240.00
Project Manager	$	130.00-300.00
Senior Technical Advisor	$	180.00-280.00
Project Engineer/Squad Leader	$	130.00-240.00
Field Representative	$	120.00-220.00
Engineer	$	70.00-160.00
Administrative Assistant	$	70.00-120.00
Office Business Manager	$	150.00-180.00
Project Analyst	$	65.00-140.00
*Inspector	$	90.00-120.00
Public Involvement	$	120.00-210.00
Planner	$	110.00–200.00
*Intern	$	60.00-90.00
*Technician	$	60.00-180.00

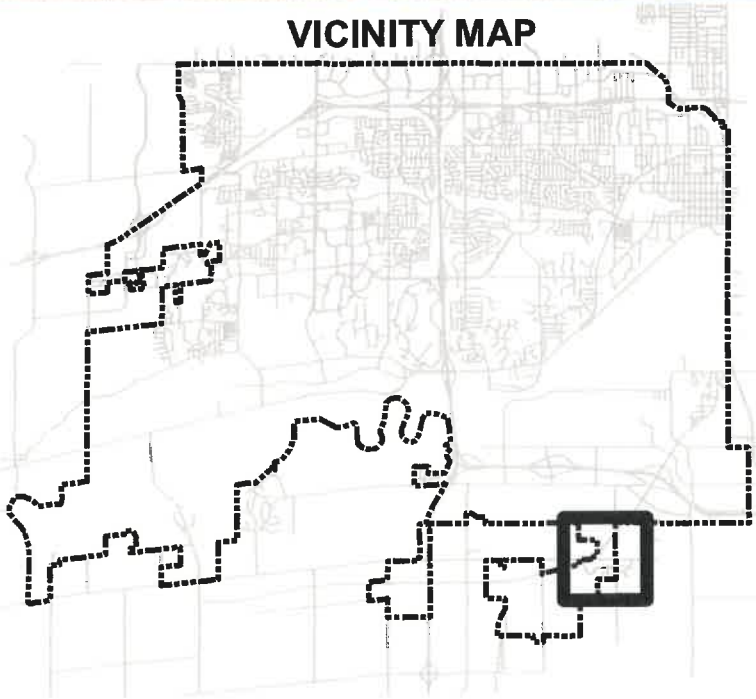
*For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

Reimbursable Expenses:

1. All materials and supplies used in the performance to work on this project will be billed at cost.

2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.

VICINITY MAP



LEGEND

PROJECT LOCATION

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S

THE CITY OF WEST DES MOINES

PROJECT:	**SE Adams Street**		
LOCATION:	**Veterans Parkway to SE Orilla Road**		
DRAWN BY: JPM	DATE: 10/26/2021	PROJECT NUMBER/NAME: 0510-078-2021	SHT. 1 of 1