CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 15, 2022

ITEM:

Resolution - Approving Professional Services Agreement
Grand Avenue Reconstruction – West of I-35 to South 60th Street

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $865,000.00 for Basic Services. Funding has not been identified for construction, so Resident Consultant Services are not being considered a part of this initial work. 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 using Tax Increment Financing (TIF) revenue collected from within the Mills Urban Renewal Area TIF.

BACKGROUND:

Approval of this action authorizes Kirkham Michael & Associates, Inc.to perform the professional services necessary for reconstruction of Grand Avenue from west of I-35 to South 60th Street. The project will involve reconstruction of Grand Avenue from an existing 3-lane undivided roadway section to a proposed 6-lane divided roadway section, including a shared use path on the south side of Grand Avenue and traffic signals at Raccoon River Drive and South 60th Street. The project will also include preliminary design for the widening of Grand Avenue from South 60th Street to South Jordan Creek Parkway to ensure that the widening and reconstruction are planned properly.

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 the Grand Avenue Reconstruction – West of I-35 to South 60th Street.

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	August 8, 2022		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

Grand Avenue Reconstruction – West of I-35 to South 60th Street
Project No. 0510-035-2022

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 Kirkham Michael & Associates, Inc.; and

WHEREAS, the Engineering Services Department has obtained a written proposal from Kirkham Michael & Associates, Inc. to do the work requested, which estimates the following cost to the City of West Des Moines:

Basic Services of the Consultant $865,000.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Kirkham Michael & Associates, Inc. is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with Kirkham Michael & Associates, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **15th** day of **August, 2022.**

_____
Russ Trimble, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 15TH day of AUGUST, 2022, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and KIRKHAM MICHAEL & ASSOCIATES, INC., (Fed. I.D. #47-0365085), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

   Services provided under this Agreement for the Grand Avenue Reconstruction – West of I-35 to South 60th Street (Project No. 0510-035-2022) 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	$865,000.00
~~II.~~	~~Resident Consultant Services~~	
	Total	$865,000.00

   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: Kirkham Michael & Associates, Inc.
Attn: Greg Cabalka, Vice President
Address: 4390 114th Street
City, State: Urbandale, IA 50322

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.

KIRKHAM MICHAEL

BY: _____
Gregory D. Cabalka, Vice President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Grand Avenue Reconstruction – West of I-35 to South 60th Street
PROFESSIONAL CONSULTING SERVICES

WDM Project # 0510-035-2022

INTRODUCTION

This document presents the Consultant team's scope of services for design engineering (basic services) required for Grand Avenue Reconstruction – West of I-35 to South 60th Street in the City of West Des Moines, IA. The agreement and scope of services consists of basic services only. Resident consultant services are not included in this agreement.

Section I is for basic services of the Consultant for the design of project listed in the project description section. Basic design services generally include the preparation of construction plans and bidding phase services through a pre-construction meeting with the awarded contractor.

Project Description

The project includes preliminary and final design for the reconstruction of Grand Avenue from west of the I-35 interchange to South 60th Street. This will involve reconstructing the existing 3-lane undivided roadway section to a 6-lane divided section, including a shared use path on the south side of Grand Avenue. The initial concept to consider will involve removal of existing pavement and reconstruction of all six new lanes, with the possibility of utilizing four through lanes and outside lanes striped as right-turn lanes.

The project will also include preliminary and final design for traffic signals at the following Grand Avenue intersections: Raccoon River Drive and S 60th Street.

The project will also include preliminary design for the widening of Grand Avenue between S 60th Street and S Jordan Creek Parkway.

The scope of work includes roadway design, coordination with the City of West Des Moines, coordination with property owners and their consultants and coordination with utility companies. Features to be included in the project design are roadway reconstruction, traffic signal design, utility design, potential right of way and easements, existing utility coordination, final plans and letting assistance.

DETAILED SCOPE OF SERVICES

SECTION I: Basic Services of the Consultant

General:

Preliminary and final design involves completion of plans and specifications ready to let for construction in accordance with the requirements of the City of West Des Moines. Progress meetings will be held with the City throughout the design process to ensure conformance with requirements and design understanding. The progress meetings will provide an opportunity to review the design as it develops allowing for efficient completion and adherence to project schedule.

TASK 1: Project Management

1.1 General Project Management

This task will be ongoing throughout the project period. The Consultant Project Manager will serve as primary point of contact, manage project schedule and budget, and be responsible for coordinating work of design team members and sub-Consultants. The Consultant Project Manager will provide continuous project administration, management and coordination of tasks and activities, administration of the project SharePoint site, preparation of monthly progress reports, issuing of invoices and billings, ensuring appropriate quality assurance/quality control and other project management related activities deemed necessary to ensure efficient and timely project completion.

1.2 Meetings

1.2.1 The Consultant will prepare for and attend a project Kick-Off meeting to review the scope and schedule, and identify line of communications with the City and other consultants.

1.2.2 The Consultant will participate in project progress meetings. The Consultant will prepare and provide a report of activities at the meetings.

1.2.3 Prepare for, attend, and document additional coordination meetings that may be required to discuss the project with the City or other identified stakeholders.

1.3 Coordination With Other Agencies

The Consultant will coordinate their design with other appropriate agencies that are involved with or impacted by this project.

1.4 Quality Control / Quality Assurance

The Consultant shall perform ongoing reviews of major design decisions and plan preparation and perform detailed reviews of plans prior to submittals for completeness and quality.

TASK 2: Data Collection and Base Maps

2.1 Data Collection

2.1.1 The Consultant will provide the field topographic, and utility surveys of the project area.

2.1.2 The Consultant will request that utility locations be marked in the field by the utility companies to be verified against the provided survey. Any utilities that are not included in

the provided survey will be surveyed by the Consultant including any visible above ground utility appurtenances such as valves, manholes, vaults, and junction boxes will also be located and surveyed.

2.1.3 At utility locations where a more accurate and detailed location is deemed necessary by the City or Consultant the Consultant shall arrange for and obtain hard locations of underground utilities through exposure of the utility via pot-holing and vacuum excavation or other approved means.

2.2 Base Maps / Plat Preparation

2.2.1 The Consultant shall obtain original plats and research deeds to determine location of existing Right-of-Way lines and property lines and to verify ownership information in coordination with JCG Land Services through the city's contract with them.

2.2.2 Base maps will be prepared that depict all existing information, topography, right-of- way lines, property lines, property information, utilities, contour lines and spot elevations.

2.2.3 If necessary, right-of-way and easement plats will be created for any acquisitions that are necessary to complete the project. Acquisition of right-of-way or easement areas will be completed by the City of West Des Moines or another consultant. The Consultant shall plan to attend any necessary meetings with property owners related to right-of-way and/or easements.

2.2.4 After Right-of-Way limits are determined the Consultant will stake corners of Right-of-Way to be acquired and the corners of easements required to construct the project.

TASK 3: Geotechnical Investigations

3.1 Geotechnical Exploration and Report

3.1.1 The Consultant shall retain a geotechnical engineering subconsultant to perform soil sampling and testing along the defined preliminary roadway alignment. A report on the findings of the soil sampling and testing will be provided including recommendations of the geotechnical engineer on embankment stabilization, subgrade preparation, and pavement thickness.

It is understood that geotechnical exploration has previously been performed for the segment of the corridor between S 60th Street and S Jordan Creek Parkway. A geotechnical exploration will only be needed for the segment between I-35 and S 60th Street.

TASK 4: Preliminary Design

4.1 Roadway Configuration

4.1.1 It is believed that only four lanes will be warranted initially. The ultimate build-out for the corridor is six lanes. The Consultant shall investigate multiple design alternatives for the project with regards to lane configuration, considering how the interim build is compatible with the ultimate build-out. High-level cost opinions are to accompany each design alternative.

4.1.2 Preliminary roadway configuration shall include preliminary design only for the segment of Grand Avenue from S 60th Street to S Jordan Creek Parkway, with the understanding that expansion of this segment of the corridor will be constructed with a future project.

The design for Grand Avenue from I-35 to S 60th Street should be compatible with design for the segment west of S 60th Street.

TASK 5: Final Design and Plan Production – Grand Avenue Reconstruction from I-35 to S 60th Street

5.1 **Typical Sections:** Prepare typical roadway sections as applicable to the project.

5.2 **Legend and Utility Contact Information Sheet** shall be prepared.

5.3 **Roadway Plan and Profile:** Prepare roadway plan and profile sheets

5.4 **Horizontal and Vertical Alignments:** The Consultant shall develop horizontal alignments and vertical profiles for proposed roadway.

5.5 **Cross-Sections and Limits of Construction**

5.5.1 Roadway cross-sections will be developed according to the roadway geometrics, typical sections and construction phasing plans. Cross sections will be finalized that reflect both the final graded section and any temporary grading sections required for construction purposes. These sections will be utilized to define the limits of construction to be reflected on the plans and utilized to design the Right-of-Way and easements.

5.5.2 Using the Digital Terrain Model (DTM) and the typical section, limits of construction will be determined. The limits of construction will be analyzed, and adjustments will be made as necessary to minimize Right-of-Way and easement acquisition.

5.6 **Traffic Control Sheets:** Preparation of sheets that depict the required traffic control necessary for construction and to identify any signage required for detour routes.

5.7 **Traffic Signal Sheets:** Preparation of traffic signal sheets for traffic signal at the intersections of Grand Avenue and Raccoon River Drive and S 60th Street. Traffic signals may be installed as temporary before this project lets, but design will be for permanent traffic signals at both intersections.

5.8 **Pavement Geometrics and Jointing:** The Consultant shall prepare sheets detailing pavement geometrics and jointing.

5.9 **Pavement Markings and Signage:** The Consultant shall complete design of pavement markings and signage.

5.10 **Storm Sewer Sheets**: The Consultant shall complete the detailed design of all aspects of the public storm sewer drainage system for the project. The Consultant will complete the final design of all pipes, inlets, manholes, junction boxes required for the public storm sewer system.

5.11 **Water Main Sheets**: The Consultant shall complete water main design for any water main impacted by the project.

5.12 **Fiber Conduit Sheets:** The City will provide basic alignment and details necessary for the Consultant to incorporate into plan set.

5.13 **Removal Sheets** shall be prepared and finalized that identify paving, trees, structures and other items to be removed as part of the project.

5.14 **Sediment and Erosion Control Sheets** shall be prepared and finalized that identify the location and type of erosion control structures required for the construction of the project.

5.15 **Sidewalk / ADA Ramps:** The Consultant shall complete S Sheets in accordance with ADA and West Des Moines standards.

5.16 **Street Light Design/Analysis:** The Consultant shall complete the analysis and layout of streetlights for the new and reconstructed roadways.

5.17 **Permit Applications / Agreements:** The Consultant shall assist the City in preparation and submittal of the paperwork required to obtain permits. The Consultant shall copy the City's project manager on all applications being submitted.

5.18 **Final Tabulations, Quantities, and Specifications**: The Consultant will calculate item quantities, and prepare and populate all applicable tabulations for inclusion in the final plan sheets according to City of West Des Moines policies and procedures. The Consultant will compile the data for all applicable tabulations, final estimates of quantities, and any special provisions for the project(s) in conformance with City of West Des Moines policies and procedures for inclusion in the final plan submittals.

5.19 **Opinion of Probable Cost**: The Consultant will prepare interim and final opinions of probable construction cost based on the estimate of quantities using unit prices for similar construction as a base.

TASK 6: Utility Coordination

6.1 Utility Location/Verification

6.1.1 The Consultant will review the utility locations shown on the plans and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

6.1.2 The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

6.1.3 Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to prepare a relocation plan for review.

6.1.4 The Consultant will coordinate early in the process with identified utility companies to determine placement of future utilities in the ultimate project corridor. The Consultant will design to avoid the utility or corrective adjustments will be designed so that underground construction for this project is compatible with other existing or planned underground facilities. Adjustment and construction of City owned utilities will be included as part of the construction documents.

TASK 7: Environmental Review and Clearances

7.1 Environmental Review and Clearances

7.1.1 The Consultant shall retain a subconsultant to perform a wetland and WUS delineation of the project area.

- Wetland and WUS Delineation Report

7.1.2 Under the new rules for the United States Army Corps of Engineers (USACE) regarding jurisdictional wetlands it is only anticipated that a Limited Wetland Evaluation (LWE) will be needed for this project due to the lack of adjacent perennial or intermittent channels. The LWE will be completed and sent to the USACE to request their concurrence that a 404 permit is not required for the project. If further work beyond the LWE is required based on USACE determination, additional services will be completed through an amendment to the contract.

TASK 8: Advertisement, Bidding, and Award

8.1 Advertisement, Bidding, and Award

8.1.1 The Consultant will provide plans, specifications, opinion of probable construction cost, and advertisements for bidding to the City.

8.1.2 The Consultant will provide plans and specifications to contractors interested in bidding the project and answer questions about the design as requested. The Consultant will issue addenda if needed, and will coordinate all related activities with the City. The Consultant will conduct a pre-bid conference if requested by the City.

8.1.3 The Consultant will have a representative present when the bids are opened, make tabulation of bids for the City, advise the City on the responsiveness of the bidders, and assist the City in making the award of contract. After the awards are made, the Consultant will assist in the preparation of the necessary contract documents.

ATTACHMENT 2

PROJECT SCHEDULE

Grand Avenue Reconstruction – West of I-35 to South 60th Street
PROFESSIONAL CONSULTING SERVICES

WDM Project # 0510-035-2022

PROJECT SCHEDULE

SECTION I – BASIC SERVICES OF THE CONSULTANT

Work shall commence upon receipt of a signed contract from the Owner, subject to any provisions for a delayed startup, if attached thereto. The following schedule dates are based on receiving a notice to proceed of August 16, 2022.

Topographic Survey and Mapping: September 15, 2022

High-Level Opinion of Probable Cost: October 31, 2022

Alternatives Analysis: December 1, 2022

Preliminary Plans Including Easement & Acquisition Exhibits: March 1, 2023

Final Plans: TBD (Subject to Project Funding)

Construction Letting: TBD (Subject to Project Funding/Property Acquisition)

ATTACHMENT 3

SCHEDULE OF FEES

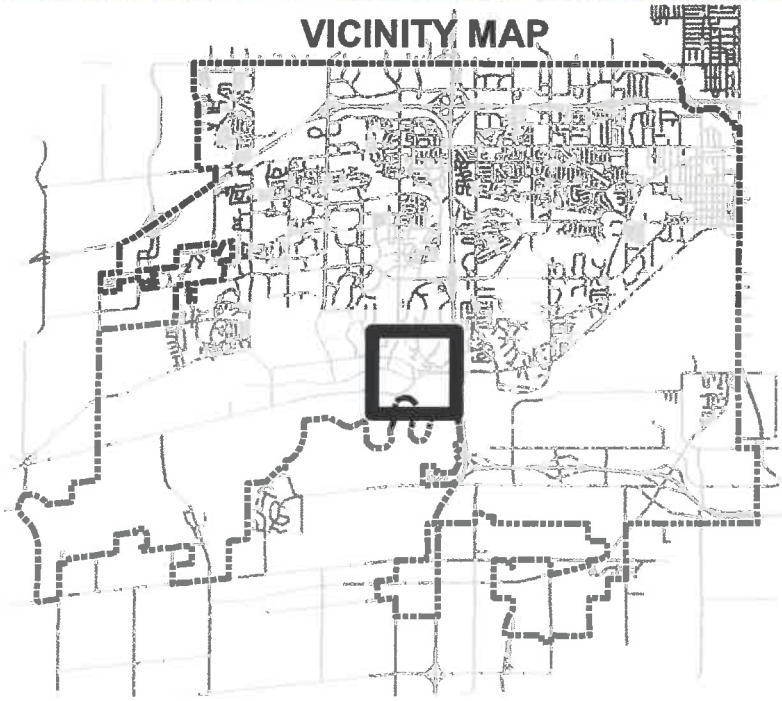
Grand Avenue Reconstruction – West of I-35 to South 60th Street
PROFESSIONAL CONSULTING SERVICES

WDM Project # 0510-035-2022

Kirkham Michael (Iowa) 2022 Billing Rate Schedule by Classification	
KM Classification	**2022 Billing Rate**
Principal / Operations Manager	$230.00
Engineering Manager	$190.00
Principal Engineer	$185.00
Senior Scientist / NEPA Specialist	$155.00
Senior Engineer	$160.00
Associate Engineer	$150.00
Engineering Intern 1	$105.00
Engineering Intern 2	$115.00
Engineering Intern 3	$125.00
Design Manager	$145.00
Design Technician	$95.00
CADD Technician	$95.00
Licensed Surveyor	$210.00
Senior Project Surveyor	$140.00
Project Surveyor	$120.00
Survey Crew Chief	$110.00
Construction Engineer	$145.00
Construction Manager	$140.00
Senior Construction Observer	$95.00
Assistant Construction Observer / Technician	$95.00
Administrative	$85.00

Rates are subject to increase on January 1, 2023

VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Grand Avenue Reconstruction, West of I-35 to South 60th Street

LOCATION: **Exhibit "A"**

DRAWN BY: JPM	DATE: 8/1/2022	PROJECT NUMBER/NAME: 0510-035-2022	SHT. 1 of 1