

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 16th day of September, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as “City”, and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), a limited liability company 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 **Raccoon River Bridges Feasibility Study (Project No. 0210-060-2024)** 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	\$ 141,500
II. Resident Consultant Services	<u>Not Included</u>
Total	\$ 141,500

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: Foth Infrastructure & Environment, LLC
Attn: Bradley D. Hopkey, P.E.
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, IA 50131

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.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

CITY OF WEST DES MOINES

BY: _____
Bradley D. Hopkey, PE, Lead Civil Engineer

BY: _____
Ryan T. Jacobson, City Clerk

WITNESS: _____
Patrick P. Kueter, PE, Client Director

ATTACHMENT 1

SCOPE OF SERVICES

The work to be performed by the Consultant under this Agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project consists of the functional design associated with the **Raccoon River Bridges Feasibility Study (Project No. 0210-060-2024)**. The project will include the examination of conceptual alignments of South 35th/50th Street and South Jordan Creek Parkway corridors crossing the Raccoon River. The Consultant will complete limited design surveys, limited environmental services, functional roadway and bridge design, and cost estimating services. This scope of services is based on the following project assumptions:

Project Assumptions

- Field surveys will be limited and only initiated if critical elevations are needed to verify roadway clearances above the Iowa Interstate Railroad.
- The study will include two crossings of the Raccoon River, one approximately 1.6 miles west of Interstate 35 and one approximately 1.0 mile east of Interstate 35.
- One river crossing will include the extension of South Jordan Creek Parkway on the west side of Interstate 35. The alignment will extend from the South Jordan Creek Parkway and Grand Avenue intersection to SE Maffitt Lake Road west of the reservoir. Approximate project length will be 1.5 miles.
- The South Jordan Creek Parkway extension will include two alternatives for crossing the Iowa Interstate Railroad and Raccoon River Drive. The first alternative will be an at-grade crossing and the second alternative will be a grade-separated crossing.
- The other river crossing will include two conceptual alignment alternatives. The first will be the extension of South 50th Street and the second will include the extension of South 35th Street. Both alternatives will include improvements beginning at Grand Avenue and ending at the intersection of SE Army Post Road and SE 35th Street. Approximate project length will be between 1.3 miles and 1.6 miles.
- The future full-build cross-section of all three alternatives will include a 68' wide four-lane boulevard; a four-foot-wide sidewalk on one side; and a ten-foot-wide shared use path on the other side.
- The initial cross-section will include pavement for a two-lane, 26' wide roadway; and the 10' wide shared use path. Grading for the entire right-of-way section will be included in the initial project.
- The proposed right-of-way width will be 120-feet.
- The future full-build will include pavement for the other two-lane, 26' wide roadway; median grading; and left-turn lanes.
- The initial build for all alternatives will include a bridge over the Raccoon River that will accommodate a two-lane roadway with a shared use path. The future full-build will include a second two-lane bridge with a sidewalk.
- The Statewide Urban Design and Specifications (SUDAS) and the City of West Des Moines Supplemental Specifications shall apply to construction work on this Project.
- Includes limited corridor environmental documentation following Iowa DOT guidelines. Any archaeological and architectural investigations will include a desktop review only, no field work will be completed.
- Hydraulic modeling of Raccoon River will not be included. The FEMA Flood Map Service Center will be used to determine flood profiles and detailed base flood elevation information.
- Geotechnical Services will not be included.
- Preliminary design; final design, including preparation of acquisition plats and easements; bidding services; and construction period services are not included.

The scope of services to be performed by the Consultant shall be in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available pertinent existing data. The Consultant shall provide the following Basic Services regarding the Project.

A. Project Coordination

The Consultant will complete the following project coordination tasks:

1. Design Development Coordination

Maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:

- Scoping Phase – One (1) meeting
- Conceptual Design Phase – One (1) meeting
- Functional Design Phase – One (1) meeting

There is one (1) additional meeting included for miscellaneous purposes and it is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

2. Project Information Meetings

Conduct one (1) project information meeting that will be attended by three (3) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the surrounding roadways and a discussion of the reconstruction plan, as well as gather information on the concerns, priorities, and specific issues of the adjacent property owners and other affected parties. This task includes preparation of the display materials and handout information for the meeting.

The reserving of the meeting facility and the mailing of a public notification will be completed by the City.

3. Individual Property Owner Meetings – Not Included

4. Design Utility Coordination

Utility coordination will be limited to the One Call Design Information Request system. Mapping received through the One Call system will be utilized for project base mapping. Meetings with utility company representatives are not included.

5. Periodic Meetings with Local Elected Officials – Task performed by City staff.

6. Project Management (Seven (7) months for September 2024 – March 2025)

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

This task also includes site administration of the City's project SharePoint site and bi-weekly progress reports posted to the project's OneNote document.

B. Limited Design Surveys and Mapping

Perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

1. Control Survey

Establish horizontal and vertical control for the Project area based on the City of West Des Moines permanent Horizontal (Iowa State Plane South) and Vertical Control (West Des Moines Datum) monuments. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

2. Topographic Survey

Perform topographic surveys required for the development of the projects. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping and the digital terrain model.

Topographic Survey will be limited to the existing Raccoon River Drive and Iowa Interstate roadway and rail elevations respectively.

If needed, pond depths will be estimated based on best available information. This will include, but is not limited to, existing geotechnical reports that may be available for the retired mining operations between Raccoon River and SE Army Post Road.

3. Utility Survey

Utilize the Iowa One Call Design Information Request system. Contact utility owners of record or the "Iowa One Call" representative and obtain existing utility maps. Show utility name and describe the utility on the plans at a Utility Quality Level D (QLD).

This task does not include the field verification of utility locations established by others.

4. Wetland Delineation Survey – Task not included

5. Right-of-Way Survey

Property lines, right-of-way lines, section lines, and property ownership will be determined using City and County Geographic Information Systems (GIS).

6. Project Base Map

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into electronic base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

7. Preparation of Acquisition Plats and Legal Descriptions – Task not included

C. Geotechnical Services – Task not included.

D. Environmental Services

The Consultant will complete the following environmental services:

1. Desktop Wetland Review

The Consultant will review map and aerial photograph resources to assist with identifying suspect Waters of the United States (WUS) and wetland areas at the subject site. These sources include the current USGS Topographic Map, National Wetland Inventory (NWI) Map, Natural Resources Conservation Service (NRCS) Soil Survey Map, Light Detection And Ranging (LiDAR), and historic aerial photographs. Potential wetland and WUS locations within the proposed roadway corridors will be mapped.

2. Desktop Threatened & Endangered Species Habitat Review

The assessment will include a review of U.S. Fish and Wildlife Service (FWS) Planning and Consultation System (IPaC) database to identify federally-listed species of concern and records of known occurrences. Based on the identified species, the Consultant will map the locations of potential habitat for the listed species.

3. Cultural Resource and Historic Property Desktop Review

The Consultant will retain a subcontractor to perform a desktop survey that will review a corridor width of 1,500 feet (750 feet either side of centerline), reviewing both the architectural and archeological aspects. This task includes the data review, analyses, report preparation, and all other tasks necessary to complete a Phase IA desktop assessment that will meet or exceed the current Association of Iowa Archeologists Guidelines for Archeological Investigations in Iowa.

4. Alternative Analysis

The Consultant will prepare an Alternative Report that will include an evaluation of the proposed alignments comparing potential costs, constructability, and environmental considerations.

5. Environmental Justice/Disadvantaged Communities Desktop Review

The Consultant will utilize the Environmental Protection Agency (EPA) EJScreen Community Report database to identify whether the proposed roadway corridors will disproportionately impact minority and low-income populations.

6. Floodplain/Floodway Desktop Review

The Consultant will review Federal Emergency Management Agency (FEMA) databases to map the locations of identified floodplains or floodways along the proposed roadway corridors.

E. Traffic Engineering Services – Task not included.

F. Conceptual Design

Complete conceptual design for the proposed street improvement. The primary focus will be on development of the centerline horizontal alignment alternatives and order of magnitude right-of-way impacts based on a typical section and vertical profile.

The work to be performed by the Consultant under Conceptual Design phase shall consist of the following tasks:

1. Develop Design Criteria

Consultant will develop and review the design criteria to be used in the development of the roadway improvements with the City. Criteria will conform to the City and SUDAS Standards. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and regulatory speed.
- Widths of travel lanes, parking areas, and right-of-way.
- Horizontal and vertical clearances.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.
- Utility corridor locations.

The Consultant will prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

2. Traffic Review/Analysis – Task completed by City.

3. Conceptual Roadway Alignments

Consultant will utilize approved design criteria to define the proposed alignment, establish right-of-way, and determine access and grading impacts. This task also includes the preparation of display materials and cost estimates. The purpose of this phase is to determine the preferred alignment.

For estimating purposes, it is assumed that up to two alignments will be developed for each roadway corridor.

4. Major Roadway Culvert Conceptual Development

Develop culvert concept plans for any major drainage crossings. The purpose of this phase is to determine preferred culvert type and location and incorporate it into the overall development of the preferred roadway concept.

5. Bridge - Conceptual Development for Raccoon River Crossing

The Consultant shall investigate structural configurations for their ability to satisfy geometric and hydraulic requirements for a grade separated facility over the Raccoon River for each roadway corridor. For the S 50th Street and S 35th Street corridors, this will include geometric requirements for the Iowa Interstate Railroad. Other factors considered include economy, aesthetic enhancements and constructability. Concepts will generally conform to Iowa Department of Transportation (Iowa DOT) standard details and design recommendations.

6. Bridge – Conceptual Development for Grade Separation of S Jordan Creek Parkway and Iowa Interstate Railroad

The Consultant shall investigate structural configurations for their ability to satisfy geometric requirements for a grade separated facility over the Iowa Interstate Railroad and Raccoon River Drive for the S Jordan Creek Parkway corridor. Concepts will generally conform to Iowa Department of Transportation (Iowa DOT) standard details and design recommendations.

7. Prepare Exhibits

Exhibits will consist of aerial mosaics for the project with the major project features indicated on the aerial photograph. Include coloring, lettering, and other techniques to delineate the

proposed design concepts, roadway profiles and right of-way needs, including typical sections of the roadway. The figure will indicate possible wetlands, right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

G. Functional Design – (30% Complete)

Complete functional design layout for the proposed improvements. The primary focus will be on development of roadway geometrics, identify existing and proposed utility locations, identify existing and proposed right-of-way needs, and develop a general staging concept to construct the improvements. The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

1. Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, and clear-zones. This task does not include pavement and subgrade design. This task also includes identifying potential storm sewer, sanitary sewer, water main, fiber optics, and other utility locations in the development of the typical sections. Detailed design calculations and capacity analysis for storm sewer, water main, or sanitary sewer is not included as part of this task.

It is anticipated that one (1) typical cross section will be developed for each roadway corridor.

Typical cross sections will also be developed for each of the side street connections.

2. Develop Functional Geometrics

Develop functional geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Design vehicle turning templates will not included in this task.

3. Develop Horizontal Alignments

Utilizing functional geometrics, aerial photograph resources, and LiDAR, develop horizontal alignments for the mainline and connecting roadways. The alignments will be developed based on the technical memorandum summarizing the design criteria.

This task includes functional horizontal alignments for the following side roads:

- Grand Avenue and Raccoon River Drive connections to S Jordan Creek Parkway (if needed for the grade-separated crossing of the railroad and Raccoon River Drive).
- High Street and Commerce Drive connections to S 50th Street.
- Hidden Creek Drive, High Street, and Commerce Drive connections to S 35th Street.
- SW 105th Street/SW 52nd Street connections to the preferred river crossing on the east side of Interstate 35.
- SE Army Post Road and SE 35th Street connections to the preferred river crossing on the east side of Interstate 35.

4. Functional Design Exhibits

Prepare functional design exhibits that will consist of a full-size aerial strip map that shows the major project features. Include new roadway features, driveway locations, sidewalk locations, property lines, property ownership, anticipated right-of-way needs, changes in accesses, and major structure locations.

5. Functional Field Review

A field review will be held with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction, and right-of-way. The review will determine the completion of the functional exhibit design and identify

needed adjustments to minimize potential property impact. Revisions will be noted for preparation of the final exhibits.

6. Functional Opinion of Probable Construction Cost

The Consultant shall prepare a functional level Opinion of Probable Construction Cost for the Project at the time of completion of the functional exhibits. The Opinion of Probable Construction Cost is intended for the use of the City in Capital Improvement planning.

7. Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final exhibits and cost opinion. Review the final exhibits for technical accuracy, as well as conformance with the project design criteria.

H. Preliminary and Final Design – Tasks not included

I. Bidding Services – Tasks not included

II. RESIDENT CONSULTANT SERVICES – Task not included.

ADDITIONAL 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:

- 1.) Preliminary Design and Plan Preparation
- 2.) Final Design and Plan Preparation
- 3.) Bidding Services
- 4.) Real Estate Acquisition Services
- 5.) Contaminated Soils Investigations
- 6.) Traffic Signal Design
- 7.) Retaining Wall Structural Design
- 8.) Street Lighting Circuit Design
- 9.) Streetscape Design
- 10.) Construction Administration
- 11.) Resident Construction Observation
- 12.) Construction Surveys
- 13.) Construction Period Testing Services
- 14.) Water Main Design
- 15.) Sanitary Sewer Design
- 16.) Geotechnical Services
- 17.) Phase II Cultural Resource Investigations
- 18.) Biological Resource or Bat Acoustic Surveys
- 19.) Alternatives Analysis if an Individual Section 404 Permit is needed

ATTACHMENT 2 PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. BASIC SERVICES OF THE CONSULTANT

- | | |
|----------------------------------|--------------------------------|
| A. Anticipated Contract Approval | September 16, 2024 |
| B. Conceptual Design | September 2024 – December 2024 |
| C. Functional Design | January 2025 – March 2025 |

II. RESIDENT CONSULTANT SERVICES (NOT INCLUDED)

**ATTACHMENT 3
SCHEDULE OF FEES**

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.