



Roll Call Number

20-0733

Agenda Item Number

8 ✓

Date May 4, 2020

APPROVING PROFESSIONAL SERVICES AGREEMENT (PSA) WITH FELSBURG, HOLT & ULLEVIG, INC. FOR PROFESSIONAL SERVICES FOR SOUTHWEST INFRASTRUCTURE AND PLANNING STUDY, FOR AN AMOUNT NOT TO EXCEED \$322,811

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the Professional Services Agreement between the City of Des Moines and Felsburg, Holt & Ullevig, Inc., for a total cost not to exceed \$322,811, based on hourly rates, to provide professional services for Southwest Infrastructure and Planning Study, a copy of which is on file in the office of the City Clerk, is hereby approved as to form and content, subject to submittal and approval of acceptable insurance documentation.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, said Professional Services Agreement for and on behalf of the City of Des Moines, Iowa.

(Council Letter Number 20-202 attached) Activity ID 01-2020-005

Moved by Voss to continue to the May 18th Council meeting.

FORM APPROVED: Kathleen Vanderpool by AD Kathleen Vanderpool Deputy City Attorney

Funding Source: 2019-2020 Capital Improvement Program, Page Street Improvements-36, SW Infrastructure and

Table with 5 columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, and TOTAL (7 yeas).

CERTIFICATE

I, P. Kay. Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED J. M. Franklin Cownie Mayor

P. Kay. Cmelik City Clerk

CITY OF DES MOINES
AGREEMENT FOR PROFESSIONAL SERVICES: HOURLY
SOUTHWEST INFRASTRUCTURE AND PLANNING STUDY
Activity ID 01-2020-005

THIS AGREEMENT for Professional Services (hereinafter "Agreement") is made by and between the City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "City" and Felsburg Holt & Ullevig, Kyle Anderson, Executive Vice President, 309 Court Avenue Suite 301, Des Moines IA, 50309, hereinafter referred to as the "Consultant", being a corporation organized and existing under the laws of the State of Colorado and being duly authorized to do business in the State of Iowa. This Agreement is not valid until signed by the City representative set out below.

WHEREAS, the City is desirous of obtaining professional services in connection with the Southwest Infrastructure and Planning Study (hereinafter the "Project"); and

WHEREAS, the Consultant is desirous of performing the professional services for the City in connection with the Southwest Infrastructure and Planning Study

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 - GENERAL

- A. PERFORMANCE:** The performance of the Consultant is limited to the scope of services outlined as hereinafter set forth.
- B. CONSULTANT'S REPRESENTATIONS:** The Consultant represents and agrees that:
1. Consultant is an experienced licensed architectural and/or engineering firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with the design of the Project having the scope and complexity of the Project contemplated herein; and
 2. Consultant has the capabilities and resources necessary to perform its obligations hereunder; and
 3. Consultant is familiar with all current local, state and federal laws, rules and regulations which are applicable to the design and construction of the Project (including but not limited to city ordinances and building codes of city, state and federal authorities that are applicable to the Project) and that all drawings, plans, specifications and other documents prepared by the Consultant must be prepared in accordance with, and comply with all applicable laws, rules and regulations; and
 4. All plans, drawings, specifications and other documents prepared pursuant to this Agreement must be complete and functional for the purposes intended, and that the Project will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and
 5. That all services provided by the Consultant shall be performed in a timely manner and shall be performed with that degree of care, skill, and diligence ordinarily exercised under similar conditions and in the performance of projects of a similar nature to the services contemplated by this Agreement by competent members of the architectural and engineering professions. Consultant represents that it has the experience and expertise necessary to provide design and engineering services to result in a functional, operating Project. Consultant shall be responsible for all services provided under this Agreement regardless of whether such services are provided by Consultant or by any subconsultant hired by Consultant.
 6. The Consultant is responsible for the professional quality, technical accuracy, timely completion and the coordination of all plans, studies, designs, drawings, specifications, reports, and other services furnished by Consultant for the City under this Agreement regardless of whether such drawings and documents are prepared by the Consultant or by the Consultant's subconsultant's. The Consultant is responsible for coordination and internal checking of all design documents and for the accuracy of all information contained therein, as fully as if each document were prepared by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its plans, studies, designs, drawings, specifications, reports, or other services.

- C. CITY'S' AUTHORIZED REPRESENTATIVE:** The Des Moines City Manager is the liaison officer between the Des Moines City Council and the Consultant. The City Manager has delegated the administration, general supervision, and approval authority under this agreement to the City Engineer, hereinafter City Engineer. The City Engineer is the City's representative for administration of the services to be performed under this Agreement, and shall receive all communications and information, arrange such conferences as deemed necessary, secure, and obtain all comments, approvals, and notices to proceed from the City, and transmit such comments, approvals, and notices to proceed to the Consultant. The services to be performed by the Consultant under this Agreement shall at all times be subject to the general oversight and administrative approval of the City Engineer.
- D. CONFERENCES:** As the performance of this Agreement progresses, conferences shall be held from time to time at a mutually convenient location at the request of the City Engineer. The Consultant shall prepare and present such information as may be pertinent or necessary to enable the City Engineer to pass critical judgment on the features and progress of services under this Agreement. The Consultant shall make such changes, amendments, or revisions in the detail of any phase of services under this Agreement as may be required by the City Engineer. If alternates or alternatives are to be considered, the City Engineer shall have the right of selection. The Consultant shall, at the request of the City Engineer, appear personally, prepare and present such documents and explanations to the Des Moines City Council as may be requested.
- E. INSURANCE AND INDEMNIFICATION:** The Consultant shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 1 to protect the Consultant and City throughout the duration of this Agreement. The Consultant shall not commit any act which shall invalidate any policy of insurance. The Consultant shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements set forth in Attachment 1. The Consultant shall be subject to all terms and provisions set forth in Attachment 1 and the exhibits thereto.
- F. PROGRESS REPORTS:** The Consultant shall furnish the City with written monthly progress reports, which shall indicate the percentage of work completed, together with a description of the work in progress under this Agreement. The Consultant shall also, upon request of the City Engineer, furnish the necessary documentation to verify the reported progress.
- G. ACCESS TO CONSULTANT'S RECORDS:** The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The City Engineer shall have access to said documents and evidence for the purpose of inspection, audit and copying during normal business hours. All said documents shall be retained for three years from the date of final payment under the contract.
- H. OWNERSHIP OF DOCUMENTS:** Consultant agrees that the City shall become the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form and whatever stage of design, prepared under this Agreement ("the Design Documents"). Consultant hereby irrevocably assigns, transfers and conveys to the City all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests therein or related thereto. Consultant warrants to the City that the Design Documents will be free from any claims or encumbrance of intellectual property or proprietary rights of Consultant or any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant and Consultant will indemnify the City for any such claims or encumbrances pursuant to Attachment 1. Upon completion or termination of this Agreement, Consultant will immediately turn over to City all Design Documents not previously delivered to City.

To the extent any of Consultant's rights in the Design Documents are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Consultant hereby irrevocably and unconditionally waives such rights and enforcement thereof and agrees not to challenge the City's right in and to the Design Documents.

The City owns the Design Documents, but the City agrees not to re-use the Design Documents developed and provided by the Consultant for this Project, in the construction of another project, without the prior approval of the Consultant, except that the City may re-use such Design Documents, without the prior approval of the Consultant, as long as the City shall indemnify the Consultant against any claim for negligent design relating to its re-use of said Design Documents.

I. TERMINATION: If the City, in its sole discretion, should desire to suspend or terminate the services of the Consultant under this Agreement, such suspension or termination may be effected by the City giving the Consultant written notice. Payment shall be made by the City for services rendered by the Consultant to date of termination as provided in Section 3, B.

J. CHANGES IN SCOPE OF SERVICES:

1. Extra Work: Authorization for extra work shall be evidenced by the City and Consultant in writing, in the form of a Supplemental Agreement. At the discretion of the City, work not called out in the Agreement or which is considered to be beyond the extent of a reasonable exploration of alternates and/or "trial and error" solutions in design procedure may be classed as extra work. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to:

- a. The introduction of new items of work beyond the stated or implied scope of the Agreement.
- b. Redesign and/or detailing based on change of concept after prior approval and authorization to proceed and causing appreciable loss of work accomplished. This item consists of work required to revise plans and/or documents to the state of completion obtained prior to the order for change.

At the option of the City, payment for extra work may be made on a fixed price; a cost plus a fixed fee; time and materials; or other mutually-agreed basis. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the City in writing of that fact. In the event the City determines that such work does constitute extra work, the City shall provide extra compensation to the Consultant as provided for above. No extra work shall be performed by the Consultant without receiving a written agreement from the City in advance.

2. Deletion of Work: Authorization for deletion of work shall be evidenced by the City in writing. At the discretion of the City, work items listed in Section 2 - Scope of Services, or parts thereof, may be deleted from the Project. Reduction to the Consultant's compensation as a result of deletion of work shall be based on the cost estimate of the work deleted. In the event that the Consultant had performed authorized work on the items deleted prior to deletion, the cost of such work shall be retained in the Consultant's compensation.

K. NONDISCRIMINATION: The Consultant hereby acknowledges and agrees:

1. To comply with the Equal Employment Opportunity Program included in the City of Des Moines Contract Compliance Program, which is available at <https://dsm.city/ContractComplianceProgram> or from the City Engineer's Office.
2. To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code.
3. Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, gender identify, familial status, or disability.
4. To include this provision in all subcontracts for this Project.
5. Consultants shall comply with Attachment 1A. The Consultant shall be subject to all terms and provisions set forth in Attachment 1A.

L. DISADVANTAGED BUSINESS ENTERPRISE/TARGETED SMALL BUSINESS (DBE/TSB) PROGRAM: It is the policy of the City of Des Moines that Disadvantaged Business Enterprises (DBEs) or Targeted Small Businesses (TSBs), as defined in the City Contract Compliance Program, shall have the maximum opportunity to participate in the performance of City funded contracts and procurements. This Professional Services Agreement does not include any DBE or TSB goal; however, the Consultant is encouraged to solicit DBE or TSB participation, and whenever possible, include DBE or TSB Subconsultants for a portion of the work.

- M. SUBLETTING OR ASSIGNMENT TO SUBCONSULTANT:** The Consultant shall not sublet, assign, or otherwise dispose of any portion of the services to be provided by this Agreement without a written permission to sublet signed by the City Engineer. Requests for permission to sublet, assign or otherwise dispose of any portion of the services shall be in writing, and shall name the individual or organization to serve as the subconsultant (the "Subconsultant"), which will perform the work, the work to be performed, and the dollar amount of the work to be performed. When requested by the City Engineer, the Consultant shall provide a written report showing that the Subconsultant is particularly experienced and equipped for such work. Consent by the City for the Consultant to sublet, assign or otherwise dispose of any portion of this Agreement, shall not relieve the Consultant of any responsibility for fulfillment of this Agreement, nor shall it in any way create a contractual relationship between the City and the Subconsultant. The Consultant agrees to include in and make a part of all subagreements all portions of this Agreement which relate to the Subconsultants' work including the Nondiscrimination portions of this Agreement. Consultant agrees to include in all subagreements that the City is an intended beneficiary of the subagreement. The following listed Subconsultants shall be deemed to be approved when this Agreement is executed: Confluence and All Traffic Data.
- N. CLOSE-OUT OF AGREEMENT:** Upon completion or termination of Services under this Agreement, the Consultant shall provide the City the following documents:
1. Documents as stated in Section 1.G of the Agreement.
 2. Statement of Final Invoice.
 3. Written report showing the actual amounts paid by the Consultant for services under this Contract to DBE/TSB if a goal is established.
- O. LAWS, REGULATIONS AND CODES:** The Consultant hereby agrees that:
1. All work done as part of this Agreement is subject to current Federal, State, or Local Laws, Regulations and/or Codes and shall comply with such applicable Laws, Regulations and/or Codes.
 2. All design and survey work under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Iowa. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Iowa.
 3. Consultant shall design all Project elements to comply with all applicable Federal, State and local laws, regulations and building codes, including but not limited to the Americans with Disabilities Act (ADA) as amended.
- P. ATTORNEYS' FEES:** In the event the City is required to enforce the provisions of this Agreement due to a dispute between the Consultant and the City or to collect damages for the breach of this Agreement and if the dispute results in the filing of a legal action and/or demand for arbitration, mediation, or other form of alternative dispute resolution, or if the City is required to protect or defend itself, and the City prevails in whole or in part, the City shall be entitled to reasonable attorney's fees, costs and expenses, including but not limited to out-of-pocket expenses, expert witness fees and costs, depositions, and other expenses of the proceedings, including expenses of collection of any judgments or awards rendered there under.
- Q. DEFENSE COOPERATION:** In the event that the City has to defend any claim or legal action relating to or resulting from goods or services pursuant to this Agreement, including but not limited to the Design Documents, or any other service provided under this Agreement, the Consultant shall cooperate fully with the City in defending such claim or action, including but not limited to, timely response to all requests by the City.
- R. CITY POLICY AND PROCEDURES:** The Consultant hereby agrees to conform to City policy and procedures as they relate to this Agreement. Such policy and procedure shall include but is not limited to the following:
1. Invoice and billings for service.
 2. City adopted Design Standards and specifications.
 3. The Des Moines Engineering Department standard format for reports, plans, and/or specifications includes:

- a. Plan Sheets: 11"x 17" preferred and 24"x36" maximum size in Bentley Microstation digital format preferred or alternate AutoCad format.
 - b. Reports and/or specifications: 8.5"x11" in Microsoft Word digital format.
 - c. Other formats only upon special approval of the City Engineer.
4. Plan-review process including site-plan and review by Boards and Commissions.
 5. Include City Activity ID on all documents related to this Agreement.
- S. NOTICE TO PROCEED:** The Consultant shall not begin work until a written notice to proceed is issued by the City Engineering Department. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.
- T. INDEPENDENT CONTRACTOR STATUS:** It is expressly understood that Consultant is an independent contractor and not the agent or employee of the City. Consultant is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Consultant shall not have the authority to enter into any contract to bind the City and shall not represent to anyone that Consultant has such authority.
- U. USE OF CITY NAME AND INTELLECTUAL PROPERTY:** Consultant agrees it will not use the City name, logos, trademarks or any intellectual property of the City in any manner, including commercial advertising, portfolio or other business reference, without the express prior written consent of the City.
- V. CONFIDENTIALITY:** Consultant agrees to hold in trust and confidence any confidential and proprietary information, record, documents or data relating to City business that is identified by the City as confidential and proprietary ("Confidential Information"). If Consultant receives a request for disclosure of Confidential Information, Consultant shall immediately notify the City and cooperate with the City on a response to the requestor of such information.
- W. LAWS OF IOWA:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Consultant, on behalf of itself and insurers, agrees and consents that any causes of action arising out of this Agreement shall be brought in the appropriate court of jurisdiction in Polk County, Iowa and consents, on behalf of itself and insurers, to the jurisdiction of either the United States District Court, Southern District of Iowa or the Iowa District Court in and for Polk County, Iowa.

SECTION 2 - SCOPE OF SERVICES

- A. SERVICES PROVIDED BY CONSULTANT:** Detailed Scope of Services shall be as stipulated in Attachment No. 2, "Scope of Services," to Agreement.
- B. OBLIGATION OF CITY TO CONSULTANT:** The City shall:
1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the Project.
 2. Designate a liaison officer from the City who will work directly with the Consultant to coordinate the collection of City-supplied data, arrange for meetings, and be responsible for the general coordination between the City and the Consultant.

SECTION 3 - COMPENSATION:

The Consultant shall be compensated by the City as follows:

- A. HOURLY:** Compensation to the Consultant for all services under this Agreement shall be on the basis of hourly labor rates, and reimbursable costs as shown in the current Consultant's Standard Fee Schedule as shown in Attachment No. 3. The total compensation for the Project services shall not exceed \$322,811.00 without prior approval of the City.

The Consultant shall bill services based on the Consultant's current standard fee schedule at the time

services are rendered, subject to the fee schedule being approved by the City Engineer in writing. Any adjustment or change in the standard fee schedule will not affect the maximum fee set forth above.

- B. TERMINATION:** In the event of termination under Section 1.I of this Agreement, compensation to the Consultant shall be as follows:
 1. Salary costs and reimbursable expenses incurred for completed portion of work to date of termination.
 2. For incomplete portions of work, compensation for Consultant’s services rendered to date of termination based upon the Consultant's standard hourly rates
 3. Compensation due subconsultants for services rendered to the date of termination, plus reimbursable expenses incurred for services.

- C. DEFINITIONS:** The following definitions shall be used:
 1. Salary costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, technicians, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
 2. Reimbursable expenses mean the direct non-salary expenses incurred by the Consultant which are directly attributable and properly allocable to the Project. Such costs are not included in the overhead expense pool and may include: travel and subsistence, reproductions, computer charges, materials and supplies.

- D. TAX LIABILITY:** Consultant agrees that Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the City will not deduct such taxes from payment to Consultant.

SECTION 4 - COMPLETION OF WORK: The Consultant shall complete all services outlined in this Agreement on or before April 1, 2021 providing no unforeseen delays are experienced beyond the control and without the fault or negligence of the Consultant.

SECTION 5 – PRIMARY CONTACTS FOR THIS AGREEMENT: The City Engineer has designated the primary contact person for the City of Des Moines as Corey D. Bogenreif, PE, Principal Traffic Engineer, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, Iowa 50309, (515) 283-4014, CDBogenreif@dmgov.org. All communications directed to the City must be in writing to Corey Bogenreif.

The primary contact person for Felsburg Holt & Ullevig, shall be Jesse Poore, AICP, Project Manager, 321 S. 9th Street, Lincoln, NE 68508, 402.438.7530, Jesse.Poore@fhueng.com.). All communications directed to the Consultant must be in writing, such as payments, contracts, etc., directed to Jesse Poore.

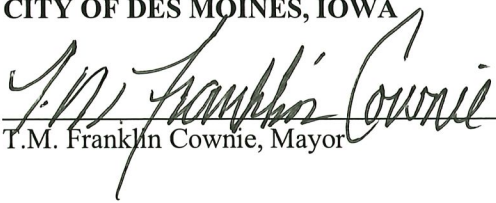
Any notice required by this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed below:

To City: Corey D. Bogenreif, PE
400 Robert D. Ray Drive
Des Moines, IA 50309

To Consultant: Jesse Poore, AICP
11422 Miracle Hills Drive
Omaha, NE 68154

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this (4th) day of May, 2020.

CITY OF DES MOINES, IOWA



T.M. Franklin Cownie, Mayor

FELSBURG HOLT & ULLEVIG



Kyle Anderson, Executive Vice President

FORM APPROVED:



Kathleen Vanderpool, Deputy City Attorney

ATTEST:



P. Kay Cmelik, City Clerk

ATTACHMENT 1

CITY OF DES MOINES, IOWA PROFESSIONAL SERVICES – CONSTRUCTION DESIGN

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Consultant" means and includes the Consultant, its officers, agents, employees, subcontractors, subconsultants and others under the control of Consultant. The term "CITY" means the City of Des Moines, Iowa and its elected and appointed officials, agents, employees and volunteers.

1. GENERAL

The Consultant shall purchase and maintain insurance to protect the Consultant and CITY throughout the duration of the Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Consultant shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of the CITY is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the CITY is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. PROFESSIONAL LIABILITY INSURANCE: The Consultant shall procure and maintain Professional Errors and Omissions Insurance with limits not less than \$1,000,000 per claim and in the aggregate.

D. CONTRACTUAL LIABILITY: The General Liability Insurance policy shall include Contractual Liability coverage equivalent to that included in ISO standard form CG 0001. To the extent available, the Professional Liability Insurance policy shall also include Contractual Liability coverage. The CITY shall not be included as an Additional Insured on either policy.

- E. **CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT:** The General Liability Insurance and Professional Liability Insurance policies shall be endorsed to provide the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. ***Written notifications shall be sent to: Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***
- F. **WAIVER OF SUBROGATION:** To the fullest extent permitted by law, Consultant hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Consultant's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.
- G. **PROOF OF INSURANCE:** The Consultant shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: Engineering Department, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***
- H. **AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS:** The Consultant shall require that any of its agents, subconsultants and subcontractors who perform work and/or services on behalf of the Consultant purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury; including bodily injury or death, property damage; including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Consultant's work, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the Consultant, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

Consultant's obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Consultant arising out of or in any way connected or associated with Consultant's work, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

Consultant expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with Consultant's work

Consultant shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and Consultant will observe all applicable safety rules.

For professional service agreements with a total estimated cost to the CITY of \$500,000 or more, delete the second paragraph of Section 3 above and replace it with the following:

For professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be asserted or claimed against, recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the Consultant, except to the extent caused by or resulting from the negligent act or omission of the CITY or the CITY'S employees, consultants, agents or others for whom the CITY is responsible.

**PROFESSIONAL SERVICES AGREEMENT - ATTACHMENT 1A
TRANSPORTATION PROJECT**

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance with Regulations: The consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-Discrimination: The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Des Moines, the IDOT or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Des Moines, the IDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-Compliance: In the event of the consultant's noncompliance with the non-discrimination provisions of this contract, the City of Des Moines shall impose such contract sanctions as it, the IDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the consultant under the contract until the consultant complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the City of Des Moines, the IDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Des Moines or the IDOT to enter into such litigation to protect the interests of the City of Des Moines or the IDOT; and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT 2
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES FOR
SOUTHWEST INFRASTRUCTURE AND PLANNING STUDY
Activity ID 01-2020-005**

PROJECT OVERVIEW

The **CONSULTANT** shall review existing infrastructure and propose future infrastructure needs for a study area generally bound by IA Highway 28 on the west, Park Avenue/George Flagg Parkway on the north, the Des Moines International Airport on the east, and Willow Creek Avenue on the south to provide the **CITY** with the Southwest Infrastructure and Planning Study. This study shall review currently proposed land uses and projected traffic patterns to identify and prioritize future Capital Improvement Plan (CIP) infrastructure for multi-modal transportation improvements and drainage analysis for Gray's Lake Wetland Area. Public outreach and coordination with **CITY** staff will be an essential component of this project.

The Project Study Area as referred to in this scope of work includes the following study intersections (with duration of traffic counts):

1. IA Hwy 28 & Willow Creek Avenue (24-hour)
2. IA Hwy 28 & Leland Avenue (24-hour)
3. IA Hwy 28 & Veterans Parkway (24-hour)
4. IA Hwy 28 & Scout Trail (8-hour)
5. IA Hwy 28 & Watrous Avenue (8-hour)
6. IA Hwy 28 & Thornton Avenue (8-hour)
7. SW 56th Street & SW McKinley Avenue (24-hour)
8. Park Avenue & Hwy 28 (24-hour)
9. Park Avenue & SW 56th Street (24-hour)
10. Park Avenue & SW 54th Street (Excel) (8-hour)
11. Park Avenue & SW 52nd Street (Monarch) (8-hour)
12. Park Avenue & George Flagg Parkway (24-hour)
13. Park Avenue & SW 42nd Street (24-hour)
14. Park Avenue & SW 30th Street (24-hour)
15. Park Avenue & SW 24th Street (8-hour)
16. Fleur Drive & Park Avenue (24-hour)
17. Fleur Drive & Bell Avenue (24-hour)
18. George Flagg Parkway & Fleur Drive (24-hour)
19. George Flagg Parkway & SW 30th Street (8-hour)
20. SW 30th Street & Bell Avenue (24-hour)
21. Thomas Beck Road & SW 9th Street (24-hour)
22. Thomas Beck Road & SW 7th Street (24-hour)
23. Thomas Beck Road & Bancroft Street (8-hour)

TASK 1: CONTRACT MANAGEMENT

A. PROJECT CONTROLS

The **CONSULTANT** shall prepare and submit monthly project status updates (1-page) via email, outlining the following activities during the reporting period: activities completed during the prior month, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If study work is not progressing in a manner to comply with the anticipated completion date, the **CONSULTANT** shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the study in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the **CITY** with a desired response date noted to avoid delay of the **CONSULTANT**'s services.

The **CONSULTANT** shall identify, schedule and assign all project tasks, being cognizant of each task's relation to one another, and coordinate them with all entities associated with the project. The **CONSULTANT** shall inform the **CITY** of any additional services requested by the **CITY** that were not included in the scope of services contract approved by the **CITY** for this project. It shall be the responsibility of the **CONSULTANT** to inform the **CITY** of

any potential amendments to the contract before the services are rendered. This notice shall occur prior to any extra services being performed. Only those services included in the Agreement or added by written amendment to the Agreement and executed by both parties, are eligible for compensation.

The **CONSULTANT** shall establish review and checking procedures for project deliverables and designate responsibility for implementation of the plan.

B. PROJECT MEETINGS

The **CONSULTANT** shall meet with the **CITY** Project Management Team (PMT) to review progress and to discuss specific elements of the project. The meetings will also serve to establish schedules, develop project goals, establish study parameters, promote a dialog between the various entities, improve the decision-making process, and expedite study development. The **CONSULTANT** shall document and distribute meeting notes, printouts, and other information for each meeting as well as coordinate meeting times and locations with **CITY** staff.

The **CONSULTANT** shall coordinate one in-person, as allowed under **CITY**'s in-person meeting guidelines at the time of proposed meetings, or virtual meeting with the PMT once every two months for the duration of the project. The following in-person PMT meetings are included with the scope of work and shall be coordinated with Stakeholder Meetings and the Public Information Meeting described in Task 2.F:

1. Project Kickoff Meeting
2. Pre-Analysis Meeting
3. Initial Results Meeting
4. Draft Recommendations Meeting
5. Final Study Meeting

C. INVOICE PROCESSING AND REVIEW

The **CONSULTANT** shall create, process, and review invoices to ensure they meet **CITY** requirements and verify all necessary information is included. The **CONSULTANT** shall coordinate with **CITY** staff, as necessary, and answer any questions. The **CONSULTANT** shall verify percent work complete on project is in line with percent billed. Invoices shall include all other general project administration necessary to complete the project. Invoice packages shall be provided on a monthly basis via email.

TASK 2: TRANSPORTATION

A. DATA COLLECTION

The **CITY** shall provide the following data to the **CONSULTANT** for use in the study:

- a. Current Subarea Development or Redevelopment Plans
- b. Existing Land Usage and Zoning
- c. 2040 Forecasted ADT Volumes (From DSM MPO)
- d. Existing Traffic Signal Timing Plans
- e. Existing GIS Data:
 - i. Contours
 - ii. Parcels
 - iii. Traffic Signals (conduit, structures)
 - iv. Sanitary Sewer (conduit, structures)
 - v. Storm Sewer (conduit, structures)
 - vi. Street Centerlines
 - vii. Planning Zoning Data
 - viii. Economic Development Data
 - ix. City Owned Property
- f. Gray's Lake Wetland Area Study information:
 - i. Topographic survey (if available)
 - ii. Existing Hydrology & Hydraulics survey (if available)
 - iii. Environmental survey (if available)

The **CONSULTANT** shall review and/or collect the following studies and data for use in the study:

- a. Planning Documents
 - i. City of Des Moines Comprehensive Plan (PlanDSM)
 - ii. City of Des Moines Transportation Master Plan (MoveDSM)
 - iii. City of Des Moines Parks and Recreation Comprehensive Plan (LiveDSM)
 - iv. Gray's Lake Master Plan
 - v. Des Moines Water Works Park Master Plan
 - vi. Des Moines International Airport Master Plan
 - vii. DART Forward 2035
- b. Current Traffic Intersection Data shall be collected at all Study Intersections listed in the Project Overview including:
 - i. 24-hour turning movement traffic counts at 15 study intersections
 - ii. 8-hour turning movement traffic counts at 8 study intersections
- c. Existing Average Daily Traffic (ADT) from Iowa DOT
- d. Existing Street Information
 - i. Functional Classification/Typology
 - ii. Street Cross-Section
 - iii. Right-of-Way
 - iv. Intersection configuration and control
 - v. Posted speed limits
 - vi. On-street parking
- e. Crash history (using Iowa DOT ICAT system)
- f. Existing pedestrian and bicycle accommodations and connectivity
- g. Existing Des Moines Area Regional Transit (DART) routes and stops
- h. LiDAR information

B. TRAFFIC OPERATIONS ANALYSIS

- a. The **CONSULTANT** shall review the high-level roadway planning provided as a supplement to the MoveDSM study. The **CONSULTANT** shall evaluate and make a recommendation regarding if the proposed new roadways and existing roadway improvements are necessary and feasible. **CONSULTANT** shall work with the **CITY** to determine the proposed study area roadway network prior to conducting traffic operations analysis.
- b. The **CONSULTANT** shall compare 2020 Existing ADT volumes to forecasted 2040 ADT volumes from the MPO's travel demand model. The **CONSULTANT** shall develop peak hour traffic projections for two forecast years; 2030 Interim and 2040 Future based on the MPO's travel demand model. The **CONSULTANT** shall develop turning movement volumes at each study intersection for weekday AM and PM peak hours.
- c. Using the 2030 Interim and 2040 Future forecasted peak hour traffic volumes, the **CONSULTANT** shall develop a traffic operations analysis model for the weekday AM and PM peak hours using Synchro software for existing study intersections as well potential future study area Intersections. For an intersection analysis of a roundabout, the **CONSULTANT** shall use SIDRA modeling software using the Highway Capacity Manual (HCM) methodology as appropriate.
- d. The traffic operations model shall be used as a basis for determining roadway cross-sections, lane configurations and intersection improvements. The measures of effectiveness used to evaluate the operational effectiveness shall include vehicle delay, level-of-service and queue length for each approach at individual intersections. 2030 Interim shall be used to determine short term planning recommendations and 2040 Future ADT shall also be used to determine lane allocation.
- e. Existing traffic signal timing plans shall be provided by the **CITY** for the existing conditions analysis. Traffic signal timing plans shall be optimized within Synchro for 2040 Future scenarios. **CONSULTANT** shall work with the **CITY** to determine the appropriate cycle length for 2040.

The traffic analysis shall include a summary and evaluation of the following:

- a. Existing Conditions
 - i. Adjacent land usage and zoning
 - ii. Adjacent site access
 - iii. Street Information
 - 1. Functional Classification
 - 2. Width, number of lanes, intersection configurations
 - 3. Posted speed limits
 - 4. On-street parking

- 5. Existing Intersection Control
 - iv. Traffic volumes and turning movements
 - v. Existing DART routes and stops
- b. Crash Review
 - i. Review / analyze crash history for past 5 years
 - ii. Describe details of any injury crashes
 - iii. Identify trends of reported crashes and potential crash risk
 - iv. Document associated crash and risk factors for various types of intersections (stop control, signalized, roundabout)
- c. Traffic Control Review
 - i. Perform MUTCD traffic signal warrant analysis for currently unsignalized intersections

C. PUBLIC UTILITY AND FACILITIES COORDINATION

- a. The **CONSULTANT** shall meet and coordinate with the following public infrastructure entities at up to four scheduled meetings addressing projects with recommended transportation improvements. One (1) meeting shall occur in person*with remaining meetings being conducted remotely via phone or web conference:
 - i. Des Moines Water Works - planned water system infrastructure improvements.
 - ii. Des Moines Public Works - planned stormwater management improvements.
 - iii. Des Moines Wastewater Reclamation Authority - planned sanitary sewer improvements.
 - iv. If necessary, the **CONSULTANT** can facilitate a meeting with the City of West Des Moines to coordinate infrastructure improvements.
- b. The **CONSULTANT** shall meet and coordinate with the following public facility representatives at up to two scheduled meetings addressing project impact and strategies for recommended transportation improvements. One (1) meeting shall occur in person* with remaining meeting being conducted remotely via phone or web conference
 - i. Des Moines International Airport
 - ii. Des Moines Public Schools
- c. All public utility and facility representatives will be encouraged to participate in stakeholder group meetings in addition to individual public coordination meetings* if possible.

*All in-person meetings shall be subject to the **CITY**'s in-person meeting guidelines at the time of the proposed meeting.

D. PUBLIC INVOLVEMNT

- a. The **CONSULTANT** shall facilitate up to three (3) stakeholder meetings. The **CITY** shall coordinate a list of stakeholders that may be invited by the **CONSULTANT** to participate. The **CONSULTANT** shall provide summary fact sheet and presentation materials including any concept renderings at the following sessions:
 - i. Session 1: Goals, guiding principles, range of alternatives, data, challenges and opportunities
 - ii. Session 2: Preliminary results and anticipated recommendations (precede pubic information meeting)
 - iii. Session 3: Joint session with public information meeting in Task 2.D.b
- b. The **CONSULTANT** shall meet with up to six local business representatives unable to participate in the stakeholder meetings. The **CITY** shall notify the **CONSULTANT** of the individual business to coordinate a meeting with following Task 2.D.a.ii above.
- c. The **CONSULTANT** shall attend one (1) public information meeting. The **CONSULTANT** shall provide the following services:
 - i. One (1) pre-planning meeting with PMT approximately one week prior to the public meeting.
 - ii. Preparation of necessary maps, graphics, and exhibits showing the proposed improvements.
 - iii. Preparation of a Project Fact Sheet (for attendees to take)
 - iv. Attendance at and participation in public meeting.
- d. The **CONSULTANT** shall attend one (1) Council Work Session and provide a presentation of preliminary recommendations. Feedback received shall be used to adjust the project prioritization and roadway improvement justifications.

E. RECOMMENDATIONS AND FUTURE CONSIDERATIONS

CONSULTANT shall develop concept alternatives associated with the findings of the traffic analysis and stakeholder priorities for the intersections and street segments to accomplish short-term and long-term improvements. Design considerations shown in support of the order of magnitude cost estimate for future CIP purposes shall include:

- a. Cross-sections for up to six new street alignments bound by the project study limits including:
 - i. Bell Avenue
 - ii. Watrous Avenue
 - iii. Scout Trail
 - iv. SW 56th Street (new)
 - v. Two alternatives to be determined following first progress meeting
- b. Cross-sections for up to six existing street alignments bound by the project study limits including:
 - i. SW 46th Street
 - ii. SW 56th Street (existing)
 - iii. McKinley Avenue
 - iv. Willow Creek Avenue
 - v. Two alternatives to be determined following first progress meeting
- c. Planning-level figures displaying the above components on aerial backgrounds
 - i. Street topology (see MoveDSM)
 - ii. Recommended Right-of-Way widths and potential impacts to adjacent properties, constructability, and potential environmental impacts.
 - iii. Lane configuration and traffic control type at Project Study Area Intersections
 - iv. Auxiliary turn lane lengths
 - v. Pedestrian and bicycle accommodations
 - vi. Trail interconnectivity with Gray's Lake Wetland Concept Plan
 - vii. Transit accommodations (routes and stops)
 - viii. Public utility infrastructure considerations
- d. Conceptual Plan and Profile sheets with concept renderings shall be provided for streets listed in 2.E.a & b
- e. Conceptual Plans (10%) will be prepared for up to two street alignments and shall include:
 - i. Title Sheet
 - ii. Typical Sections
 - iii. Horizontal Alignment Sheets
 - iv. Construction & Removal Sheets
 - v. Plan & Profile Sheets
 - vi. Pavement Marking & Signing Sheets
 - vii. Traffic Signal Improvement Sheets
 - viii. Storm sewer alignment
- f. Planning level cost opinions (may be developed on a per mile or segment basis)

TASK 3: GRAY'S LAKE DRAINAGE ANALYSIS

The **CONSULTANT** shall perform a drainage analysis for a proposed wetland area south of Gray's Lake. The results of the analysis shall include the recommended wetland size and conceptual layout based on contributing drainage area and wetland design standards in accordance with Chapter 8 of the Iowa Storm Water Management Manual. The analysis shall include a budgetary cost estimate for constructing the wetland.

A. DATA COLLECTION

- a. The **CONSULTANT** shall work the **CITY** to obtain and then review available GIS information, record drawings, hydrologic and hydraulic models, and previous studies from the **CITY**. **CONSULTANT** would also like the **CITY** to provide any title information on the project site.
- b. The **CONSULTANT** has allotted time for one (1) site visit to evaluate any changes in site conditions, compare site conditions against aerial imagery, and aid in design.

B. CONCEPT DESIGN LAYOUT

- a. The **CONSULTANT** shall review hydrology using the Iowa Storm Water Management Manual. Smaller, more frequent storm events may be interpolated and checked against field parameters. A range of flow rates from various storms shall be documented and used to refine parameters for wetland design. **CONSULTANT** shall also evaluate local drainage potential for the site (particularly from the existing

- storm sewer systems), consider adjacent commercial development and potential impacts, and evaluate available groundwater data.
- b. The **CONSULTANT** shall use the hydrologic data collected to create the typical wetland cross section, alignments, and profiles. A rough grading surface shall then be created to illustrate the overbank area, basin design and wetlands locations; generate volumes; and approximate grading quantities. The design shall consider the need for any hard armoring and bioengineering features. This design shall also consider the need for any pretreatment systems upstream of the wetlands to reduce silt and contaminants entering the wetland system from upstream runoff or storm sewer systems.
 - c. Preliminary hydraulic modeling shall include the incorporation of the surface generated from the proposed conditions based on the proposed design. This task includes coordination with the **CITY**, it's Floodplain Administrator, and the Iowa Department of Natural Resources (IDNR) as necessary to determine the permitting requirements for the construction of the wetlands.
 - d. The **CONSULTANT** shall prepare an opinion of probable costs (OPC) based on concept-level design.
 - e. The **CONSULTANT** shall prepare a memo summarizing site conditions, design approach, H&H analysis, and anticipated stream and wetland areas. Supporting documentation shall be included in an Appendix.

C. CONCEPT DESIGN PLANS

- a. The following plan sheets shall be developed as part of the Conceptual Design submittal:
 - i. Title Sheet and Vicinity Map
 - ii. Grading Plan and Profile Sheets - showing instream/wetland features and plan view site features
 - iii. Channel Stabilization Sheets - showing limits of rock riprap (if needed), bioengineering features, and seeding
 - iv. Wetland Construction Sheets – showing extents of wetland types and upland buffer
 - v. Preliminary Details Sheets - showing typical channel/basin sections, details of in stream and wetland features, and control features

Assumptions:

The following assumptions or exclusions have been made in preparing this Gray's Lake scope of work:

- a. The **CITY** shall provide relevant and available GIS data and record drawings in the study area along with any other pertinent and available background information.
- b. The **CITY** shall provide the latest hydrologic and hydraulic models of Gray's Lake, if available. The models shall be used for assessing Gray's Lake backwater elevations and the potential to divert existing outfalls from Gray's Lake into the wetland system.
- c. Full topographic survey of the site is not included in this scope. It is expected that this would be completed under a separate scope during final design. For the conceptual phase any existing topographic survey, record drawings, and LiDAR shall be utilized.
- d. A geotechnical engineer has not been retained to provide a Geotechnical Exploration Report at this time. The site design shall be based on visual observation of soil types and site conditions and USGS Soil Survey data at this time.
- e. A title search on all properties requiring an easement shall be provided by the **CITY**.

TASK 4: DELIVERABLES

- a. The **CONSULTANT** shall provide the **CITY** with the following deliverables:
 - i. Draft Infrastructure and Planning Study
 - ii. Final Infrastructure and Planning Study
 - iii. Traffic Analysis Model Files
 - iv. Gray's Lake Wetland Drainage Analysis, Plans and Cost Estimate
 - v. GIS information and unique layers developed

SCHEDULE

The **CONSULTANT** shall meet the deadlines as listed below. This schedule was prepared to include reasonable allowances for review and approval times required by the **CITY**. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project or delays beyond the control of the **CONSULTANT**.

Notice to Proceed Issued and Kickoff Meeting	June 2020
Preliminary Data Collection / Site Observations	June 2020 – September 2020
Traffic Model Development, Crash Data Evaluation	July 2020 – August 2020
Gray's Lake Drainage Analysis and Cost Estimate	June 2020 – August 2020
Stakeholder Meeting #1	August 2020
Preliminary Alternative Concepts Development	August 2020 – September 2020
Project Study Area Traffic Counts	September 2020 (or when school is in session)
Traffic Analysis	October 2020 (to be completed 30 days after counts)
Alternative Concepts Refinement and Draft Plan	September 2020 – November 2020
Stakeholder Meeting #2	November 2020
Council Work Session	November 2020
Draft Final Study Infrastructure Plan	November 2020 – February 2021
Public Information Meeting/Stakeholder Meeting #3	February 2021
City Review and Comment Period	March 2021
Submit Final Study / Project Complete	April 2021

**ATTACHMENT 3
STANDARD FEE SCHEDULE
FOR
SOUTHWEST INFRASTRUCTURE AND PLANNING STUDY
Activity ID 01-2020-005**

FELSBURG, HOLT & ULLEVIG, INC.

BILLING CLASSIFICATION / LEVEL	LABOR / HR RATE
Principal II	\$240
Principal I	\$220
Sr. Planner	\$190
Principal (Confluence)	\$185
Engineer V	\$175
Planner (Confluence)	\$160
Sr. Designer	\$160
Engineer IV	\$155
Planner/Engineer III	\$130
Engineer II	\$115
Graphics	\$110
Planner/Engineer I	\$105

DIRECT PROJECT EXPENSES	RATE
Printing	\$0.19/page
8 & 24-Hr Turning Movement Counts	\$1,435/intersection
Lodging	\$94/day
Per Diem	\$50/day
Mileage	\$0.575/mile