



1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

Public Works

City Transit  
263-8152

MEMORANDUM

Equipment Maintenance  
Roadway Maintenance  
Collection & Drainage  
Building & Grounds  
Engineering

To: Randy Hill, Public Works Director  
FROM: Jim Edgmond, City Engineer  
DATE: December 7, 2015  
RE: Grandview Ave. from Green Street to Dick Drake Way Project NEPA Clearance

INTRODUCTION:

Grandview Avenue from Green Street to Dick Drake Way has been designated for construction by the City in fiscal year 2019-2020. Federal and State Funds are anticipated to be used for this project and it is anticipated that this project will be let for construction through the Iowa DOT STP process. Prior to design work the project corridor needs to be evaluated for compliance with NEPA regulations and requirements. This work is to be done by a consultant as the work requires specific expertise and experience in NEPA regulations and requirements.

BACKGROUND:

The City issued a request for proposals (RFP) to several consultants that specialize in environmental compliance work and did post the RFP on the City web site. Three firms replied to the RFP and their proposals were evaluated. Due to one of the proposals not being responsive to the RFP the firm, with the City's permission, pulled their proposal. The two remaining proposals were evaluated and after significant discussion and evaluation the firm of Impact G-7 was selected. Their proposal is for \$230,000. The other firm's proposal was for \$ 239,000. The programming estimate from Public Works for this NEPA work is \$400,000. The source of the funds to pay for this environmental study is from the US 61 to Grandview Ave. jurisdictional transfer funds. The design is anticipated to be done in Fiscal year 2018-2019 and construction is programed to be in 2019-2020 and cost approximately \$10,000,000 dollars.

**Award of NEPA Work for Grandview Avenue:**

The total cost of the consultant's proposal is \$230,000. The proposal has been reviewed by Public Works staff and is recommended to the City Council for approval. One item is excepted out as extra work that would need extra compensation. It is:

- If the project has to go through a level of environmental clearance that is higher than the Phase I work, extra hours will need to be negotiated. However, the hourly rate for these hours has been set in the consultant's proposal.

RECOMMENDATION/RATIONALE:

**"I remember Muscatine for its sunsets. I have never seen any on either side of the ocean that equaled them" — Mark Twain**

I recommend city council approve this proposal from Impact 7-G in the amount of \$230,000.00.

**BACKUP INFORMATION:**

1. NA.



**Professional Services Agreement**

Project:	Muscatine Grandview Avenue Environmental Studies	Location:	Muscatine, Iowa
		Date:	12/16/2015

Client:	City of Muscatine
Contact:	Jim Edgmond, City Engineer
Address:	1459 Washington Street
City/State/Zip:	Muscatine, IA 52761
Phone:	(563) 260-5724

AGREEMENT made this 16<sup>th</sup> day of December, 2015, by and between the service provider, Impact7G, Inc. ("Provider"), and the Client, City of Muscatine ("Client.")

WHEREAS, the Client intends to engage the services of the Provider to complete environmental study services and documentation related to future roadway improvements from the Carver Corner intersection on the northeast end of the corridor and U.S. 61 on the southwest end of the corridor along 2.2 miles of existing Grandview Avenue in Muscatine, Iowa;

WHEREAS, the Provider staff have significant experience with transportation improvements-related environmental studies and National Environmental Policy Act (NEPA) documentation;

WHEREAS, the Provider agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

This project involves completing National Environmental Policy Act (NEPA) requirements for proposed improvements to Grandview Avenue in Muscatine, Iowa. The proposed study area termini include the Carver Corner intersection on the northeast end of the corridor and U.S. 61 on the southwest end of the corridor along 2.2 miles of existing Grandview Avenue. For the side roads intersecting Grandview, the study area is limited to proposed intersection changes. Current understanding of the project includes recognition that the proposed action would likely involve improving much of the existing two-lane roadway to a wider roadway with two-lanes of opposing traffic separated by a center turn lane. In addition, the exiting roadway lacks adequate drainage features and the new roadway would incorporate drainage design elements consistent with the current engineering standards for three and/or four-lane sections of the improved urban roadway. The road way would transition to four lanes near Highway 61.

2. **Scope of Services**

The Scope of Services is provided as Exhibit 1 to this Agreement.



3. **Provider Responsibilities.** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities.** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the project area;
- (ii) Provide access to the information related to the proposed project; and
- (iii) Provide copies of any previously-completed reports that may be pertinent to completing the Scope of Services for this project.

5. **Exclusions.** The following services are excluded from this Scope of Service:

- (i) Preliminary or Final Engineering Design;
- (ii) Legal review and legal advice;
- (iii) Provide means or methods for site work;
- (iv) Other exclusions as noted in Exhibit 1, Scope of Services

6. **Schedule.** The Project will commence immediately upon receipt of the Notice to Proceed (“NTP”) from the Client.

7. **Project Cost, Payment and Termination.** Impact7G will provide services as specified in the attached Scope of Services (Exhibit 1). The Client shall pay Impact7G per Impact7G’s hourly rate schedule (Exhibit 2) on a cost-plus basis with an estimated fee of two-hundred thirty thousand dollars (\$230,000).

Invoices for Impact7G’s services will be submitted on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

Any retainer amounts shall be credited on the final invoice. Accounts that remain unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, Impact7G may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

8. **Work Product.** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, environmental reports, maps, and documentation furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client’s sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney’s fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client’s use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site**. For projects involving environmental contaminant sampling, investigation and cleanup, the Client agrees that it shall be solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreements with any third parties. For these same type of projects, the Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

9. **Claims and Disputes**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability**. The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation**. In an effort to resolve any conflicts that arise during the planning, design or implementation of the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorneys' Fees.** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment.** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Muscatine, IA

IMPACT7G, Inc.

Accepted by: \_\_\_\_\_

President:  \_\_\_\_\_

Printed/ Typed Name: \_\_\_\_\_

Printed/ Typed Name: Ryan Peterson

Title: \_\_\_\_\_

Date: 12-16-2015

Date: \_\_\_\_\_

# EXHIBIT 1

## SCOPE OF SERVICES

**Project:** Grandview Avenue Reconstruction, City of Muscatine, Muscatine County  
Concept Development, National Environmental Policy Act Documentation

### **I. PROJECT DESCRIPTION**

This project involves completing National Environmental Policy Act (NEPA) requirements for proposed improvements to Grandview Avenue in Muscatine, IA. The proposed study area termini include the Carver Corner intersection on the northeast end of the corridor and U.S. 61 on the southwest end of the corridor along 2.2 miles of existing Grandview Avenue. For the side roads intersecting Grandview, the study area is limited to proposed intersection changes. Current understanding of the project includes recognition that the proposed action would likely involve improving much of the existing two-lane roadway to a wider roadway with two-lanes of opposing traffic separated by a center turn lane. In addition, the existing roadway lacks adequate drainage features and the new roadway would incorporate drainage design elements consistent with the current engineering standards for three and/or four-lane sections of the improved urban roadway. The road way would transition to four lanes near Highway 61.

The scope/budget package, as submitted, comprises the entire agreement, and additional, out of scope work, will be dealt with as extra work.

### **II. SCOPE OF SERVICES**

#### **Introduction**

The project generally consists of studying the above described corridor along Grandview Avenue to determine and document infrastructure replacement needs, capacity issues, safety concerns, and other actions that may affect the operational characteristics of the roadway segment under review. The Scope of Services leaves open the possibility for broadening or more explicitly defining the corridor as the project purpose and need and NEPA planning process dictate.

This Scope of Services is based on the following assumptions:

- The concept statement development is limited to the area define above.
- The project will require coordination and cooperation from Iowa DOT District 5 staff and staff from several Offices at Iowa DOT including but not limited to Design, Location and Environment, and Traffic and Safety.
- The study limits will be as described above.
- Data needed to develop the concept statement exists and the Consultant will not be required to develop baseline data or future traffic projections.

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

## **Task 1 – Project Management and Administration**

### **1.1 Development of Work Plan**

Prepare written instructions for project staff, providing background, responsibilities, schedule, and budget information and other important elements for the project. Establish a graphic project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

### **1.2 Coordination**

Maintain communications with City and Iowa DOT Office of Location and Environment (OLE) staff. Regularly interact with City staff. On a bimonthly basis, or as necessary, meet with OLE staff to review progress or to discuss specific elements of the project (assume two (2) consultant staff will attend eight (8) meetings). Prepare minutes of meetings and keep documentation of other communications.

### **1.3 Subconsultant Management**

This project will involve management of subconsultants for data collection purposes as part of Task 3 below. Subconsultants would be utilized for concept-level engineering analysis, traffic noise modeling, and cultural resource surveys.

### **1.4 Project Monitoring and Progress Reports**

Maintain the system for monitoring progress and expenditures to allow monthly tracking by task. Prepare and submit monthly progress reports outlining the following:

- Activities during the reporting period and activities planned for the following month;
- Issues encountered and recommended solutions; and
- Overall status.

### **1.5 Quality Control Plan**

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the Plan.

## **Task 2 – Concept Statement Development and Documentation**

The Consultant will write the concept for this project for Iowa DOT review. Developing the concept will involve reviewing existing data on pavement condition, roadway geometry, capacity analysis, traffic projections, crash data, and other data pertinent to understanding the project and completing a thorough concept. The Concept Statement will be developed in the following format:

### **I. Study Area**

- A. Project Description
- B. Need for Project
- C. Present Facility

### **II Project Concept**

- A. Feasible Alternatives
- B. Detour Analysis (if necessary for construction)
- C. Recommendations
- D. Project Timing
- E. Other Considerations
- F. Program Status

### **Task 3 – NEPA Analysis and Documentation**

Following concept development, analysis of the probable environmental impacts associated with this project in accordance with the National Environmental Policy Act (NEPA) may also be required. This analysis includes updating and advancing the engineering concept plans to the level necessary to prepare and submit the appropriate level of NEPA documentation in accordance with Federal Highway Administration (FHWA) and Iowa Department of Transportation (DOT) guidelines. In addition, a Section 4(f) Statement may be required if the proposed action and alternatives that may evolve following concept development have the potential to impact Section 4(f) resource(s). A Section 4(f) Statement is not included as part of this Scope of Services.

It must be noted that, while an EA appears at this time to be the appropriate level of NEPA clearance, the final decision on level of NEPA documentation lies with the Iowa DOT and the Iowa Division of the FHWA. Additionally, while a Finding of No Significant Impact (FONSI) is anticipated to be the appropriate decision document, this decision can only be made by the FHWA. Thus, while it is anticipated that an EA and FONSI will be the final work product for this Scope of Services, no guarantee can be made that no other level of NEPA analysis (i.e., Environmental Impact Statement and Record of Decision) will be required.

The level of effort in this Scope of Services for NEPA documentation assumes an EA process and documentation.

#### **3.1 Define Purpose and Need**

The Consultant will identify and describe the needs, or problems, which currently exist within the Corridor. For example, these factors would include accident data, pavement sufficiency, pavement history, traffic congestion data, roadway geometry, etc. These needs will then define the purpose of the proposed action, which will be designed to correct the identified needs or problems. This purpose and need discussion will incorporate existing and forecasted traffic volumes, accident data, existing roadway descriptions, traffic safety, in order to clarify and support the purpose of the project. Where additional updated data is available such as revised traffic data from the Regional Planning Agency or Iowa DOT, this data will be considered in the development of the project purpose and need statement. The FHWA and Iowa DOT must review and approve the DOPPA for public release, in accordance with FHWA and DOT guidance and policy.

#### **3.2 Description of Proposed Action and Alternatives**

From the data developed as part of the Concept Statement and Purpose and Need, a description of the proposed action and alternatives will be developed.

#### **3.3 Data Gathering – Environmental**

##### **3.3.1 Develop Land Use Inventory**

The Consultant will conduct a field review the project area to update land use information. This information will be incorporated into the project GIS database.

##### **3.3.2 Review Recent Local and Regional Reports, Plans, and Documents**

The Consultant will update the material collected for the EA discussion of affected environment. This will include information on socioeconomics, community services, emergency services, commercial/industrial development plans, agricultural preservation plans, natural area or

conservancy plans, groundwater and drinking water supply information, and water resource plans and standards. In addition, documents will provide background information regarding previous commitments and plans including activities that need to be considered in the evaluation of cumulative impacts on the study area.

### 3.3.3 Public/Special Use Lands

The Consultant will update the information used to identify and locate potential public use recreational areas, bike trails, hiking trails, or other land uses that may be subject to Section 4(f) or Section 6(f) requirements.

### 3.3.4 Wetland Inventory

Wetland determinations will be completed for the project corridor and used in the analysis of potential impacts. The Consultant will include the wetland information as a data layer into the project GIS database. The Consultant will provide information to facilitate the NEPA/404 Merge process as requested by Iowa DOT.

### 3.3.5 Historic and Archeological Resources

The Consultant will complete a Phase 1 cultural resources survey for property and/or resources in the area of potential effect that may be defined as “historic property” in accordance with the National Historic Preservation Act of 1966 (NHPA). The Consultant will incorporate the results of this survey into the project GIS database, if applicable, and will report the results of this survey in the NEPA document. Copies of the draft and final cultural resources reports will be provided to the City and Iowa DOT to assist with the Section 106 review process. Work beyond the Phase 1 survey is not included in this Scope of Services.

### 3.3.6 Hazardous Waste/Contaminated Sites

The Consultant will conduct a preliminary review (records review and windshield survey) of potential contaminated sites in the corridor. This Scope does not include an ASTM guideline Phase I environmental Site Assessment (ESA) of the project area or of specific properties subject to right of way acquisition. The results of the investigation will be incorporated into the project GIS database and included in the NEPA document.

### 3.3.7 Cemeteries

The Consultant will verify public information on known cemeteries within the area of potential effect.

### 3.3.8 Update Property Owner Information

The Consultant will update property ownership information, to be obtained from Muscatine County to identify property owners adjacent to the project area. The property owners’ names will be verified and an updated version of this list will be provided to the City and Hearing Section at Iowa DOT.

## **3.4 Environmental Impact Analysis**

### 3.4.1 Land Use and Related Impacts

The impact of the project upon land use will be evaluated. The Consultant will assess the impact of the project on potential historic properties, commercial uses, residential uses, industrial uses, park and recreational uses, community buildings, parking, and special uses. This Scope of Services does not include Section 6(f) Land Conversion Requests.

#### 3.4.2 Socioeconomic Impact

The Consultant will identify impacts on community services, community cohesion, impacts on business caused by access changes, changes in traffic flow, and impacts on tax base. In addition, the Consultant will analyze secondary effects of roadway improvements on business and effects on future land use and development potential. For each alternative evaluated in detail in the EA, the Consultant will assess each alternative's impact on the local and regional economy both during and after construction.

#### 3.4.3 Commercial and Industrial Impacts

The Consultant will assess existing commercial and industrial activity in the project area. Each alternative's impact on commercial and industrial activity will be evaluated in terms of access changes and ease of goods movement both during and after construction will be qualitatively evaluated. The analysis will consider the features of the project that might affect the values of adjacent properties (e.g., proximity, noise, capacity).

#### 3.4.4 Community and Residential Impacts

The Consultant will assess existing residential areas and community setting in the project area. The Consultant will evaluate each alternative's impact on residences, community services, community facilities, and neighborhoods both during and after construction. The environmental impact analysis will address potential impacts to other groups that may require special consideration with respect to travel patterns and access to jobs, schools, churches, parks, hospitals, shopping, and community services. These other groups may include school-age children, elderly, pedestrians, and bicyclists.

#### 3.4.5 Environmental Justice

The Consultant will assess the project's impact on low-income and minority populations as required by the Executive Order (EO) on Environmental Justice (EO 12898). The environmental justice assessment will be based on income and race information from the most recent U.S. Census. Additional information on race will be obtained from project team coordination with local residents and officials. The discussion will indicate if low-income or minority communities will be affected by the action and whether the impacts to these communities will be disproportionately adverse. Potential mitigation will be presented as appropriate.

#### 3.4.6 Waters of the U.S.

The Consultant will include the evaluation of impacts to wetlands and Waters of the U.S. (WOUS) in the NEPA document (from wetland determinations only) and will discuss the process followed to comply with the Clean Water Act and applicable executive orders (practicable alternatives, mitigation measures, etc.). Follow-on delineations and obtaining a Nationwide or Individual 404 Permit and development of a mitigation plan is not included in this Scope of Services.

#### 3.4.7 Storm Water Runoff

The Consultant will evaluate measures to control storm-water runoff to receiving waters in the project area and evaluate impacts to the receiving waters from run-off.

#### 3.4.8 Endangered or Threatened Species

The Consultant will coordinate with U.S. Fish and Wildlife Services (FWS) and DNR Bureau of Endangered Resources to determine if threatened or endangered species or distinct habitats are present in the project area. The initial coordination consists of sending a letter to these agencies

requesting information on threatened or endangered resources. The Consultant will also conduct a field review for species that could exist in the area of potential affect. The field review consists of a visual survey to identify habitat characteristics associated with the species of concern.

#### 3.4.9 Noise Analysis

The proposed project is not expected to cause a change in existing and projected traffic volumes and vehicle mix but may move the noise source nearer or further away from receptors in the areas of the proposed improvements. Therefore, the Consultant will conduct qualitative noise analysis at sensitive noise receptor locations relative to proposed geometric changes and alignment. Additionally, the Consultant will conduct a qualitative analysis of noise impacts on alternative detour routes and impacts resulting from construction activities. If, based on proposed project alternative designs and right of way needs, noise modeling is warranted, such modeling will be performed for specific areas of concern using Traffic Noise Model Version 2.5. Noise barrier analysis is not included with this scope of service and will be considered "Extra Work".

#### 3.4.10 Air Quality

The city of Muscatine and surrounding area has been designated as not attaining the federal air quality health standard for sulfur dioxide (SO<sub>2</sub>) values over one-hour time periods. The air quality analysis will look qualitatively at the impact of the proposed action and alternatives on SO<sub>2</sub> levels. Because the region is in attainment for all other criteria pollutants and the project is included in an approved transportation plan, an air analysis for these attainment pollutants is not required and a statement will be made in the EA to the effect. If traffic air quality modeling for SO<sub>2</sub> is required or air quality analysis for other criteria pollutants is required, it will be considered "Extra Work".

#### 3.4.11 Section 4(f) Analysis

The Consultant will verify available information regarding Section 4(f) protected property in the project's area of potential effect. No Section 4(f) evaluation and statement is expected to be required for the proposed project. This task does include preparing a Section (4) Steps 1 memorandum documenting potential Section 4(f) resources. A Section 4(f) Statement would require additional work outside of this Scope of Services.

#### 3.4.12 Hazardous Waste

The Consultant will evaluate proposed property acquisition and facility improvements against data collected regarding potential contaminated sites. The Consultant will provide recommendations for subsequent and future investigations to determine the extent and nature of potential contamination for potentially affected sites of concern. Completion of a corridor Phase I ESA or development of a supplemental investigation work plan is not included with this scope of service and will be considered "Extra Work".

#### 3.4.13 Indirect Impacts

The Consultant will evaluate secondary impacts of the project. The impact evaluation includes defining the secondary impact area, analyzing existing and future land use trends and proposed development, assessing project characteristics, assessing the potential for project-induced changes to land use development, and evaluating existing tools or recommending tools to manage changes to land use development.

#### 3.4.14 Cumulative Impacts

The Consultant will evaluate the incremental impact of the proposed project when added to other past, present, and reasonably foreseeable future projects.

#### 3.4.15 Construction Impacts

The Consultant will assess the impact of construction on the project area and on construction workers, including access to facilities and services; economic impacts; noise; and vibration and develop mitigation recommendations as required. Included in the discussion of construction impacts will be a discussion of the impacts associated with the construction staging, road closure and/or detour routing associated with the build alternatives.

#### 3.4.16 Constraint Map

The Consultant will use the project GIS database to prepare a constraint map showing the resources identified in previous tasks. The map will be used as a tool for agency coordination, public involvement, local government coordination, development, and refinement of alternatives, and impact analyses. If requested, GIS data will be provided to the City at the conclusion of the project.

### **3.5 NEPA Environmental Document**

#### 3.5.1 Prepare Environmental Assessment

Level of effort assumes that an Environmental Assessment (EA) will be prepared for the project. The Consultant will prepare a narrative-style EA that follows the content requirements of the National Environmental Policy Act and FHWA Iowa Division office guidelines for preparation of environmental documents. The EA will evaluate several alternatives and identify a preferred alternative if one is known. The EA will also describe additional alternatives that were developed but not selected for detailed evaluation.

The Consultant will prepare an early preliminary review copy of the EA for City and Iowa DOT review. After addressing Iowa DOT comments, the Consultant will submit the preliminary EA to the Iowa DOT for submittal to the FHWA. After addressing FHWA comments, the Consultant will submit the revised signature copy of the EA to Iowa DOT for approval. Upon approval, the Consultant will prepare the required number of copies of the EA for circulation to agencies, local officials, other interested parties, and for local repositories during the public comment period. The Consultant in collaboration with the City will announce the availability of the final document at the local level.

It is anticipated that one review meeting will be held to review comments on preliminary versions of the EA.

#### 3.5.2 Prepare Finding of No Significant Impact

If applicable, the Consultant will prepare a Finding of No Significant Impact (FONSI) document following the EA public comment period, disposition of comments on the EA, and public hearing. The Consultant will prepare preliminary review copies of the FONSI for Iowa DOT review and comment. After addressing Iowa DOT comments, the Consultant will prepare the FONSI for review and approval by FHWA. Upon approval, the Consultant will prepare 25 copies of the FONSI for circulation to local officials and other interested parties, upon request.

### **3.6 NEPA Public and Agency Involvement**

One public information meeting will be held. If possible, this meeting will be held in conjunction with an early design concept public meeting. Another meeting conforming to NEPA requirements

will be held (Public Hearing). Whenever possible NEPA public involvement tasks including meetings with government representatives and agencies will be conducted in conjunction with early design public involvement tasks to avoid duplication of effort.

### 3.6.1 Community Involvement

#### 3.6.1.1 Community Involvement Plan

The Consultant will prepare a Community Involvement plan that describes the planned community involvement program. The Community Involvement Plan will tie together all elements of the community involvement program, including the advisory group meetings, potential small group meetings, the public information meetings, and the public hearing to the extent practical.

#### 3.6.1.2 Maintain/Update Mailing List

The Consultant will maintain the project mailing list and update it as needed to include all local officials, agencies, and interested parties.

#### 3.6.1.3 Prepare Meeting Notifications

The Consultant will prepare three-inch by five-inch postcards or letter-size flyers prior to the public information meeting and prior to the EA public hearing. The postcards or flyers will announce the upcoming meetings and provide a brief update on the study. Two mailings are anticipated.

#### 3.6.1.4 Prepare for and Conduct Public Information Meeting

A public information meeting (PIM) will be held during the project at a location to be determined. It is assumed that 3 consultant staff members will attend the PIM. Exhibits for the public information meeting are anticipated to include:

- Aerial mosaic showing existing features in the project area (roadways, railroad crossing, known historical sites, etc.)
- Information boards/graphics, which may include alternatives, traffic summaries, project development steps/schedule, and the constraints map.
- Handout (take-home) material will include as much of the display material as practicable, in smaller size/format such that persons can review information after the meeting. Preaddressed comment sheet will be provided.

All materials for Public Information meetings will be submitted to Iowa DOT for review prior to the schedule meeting.

Iowa DOT will be responsible for preparing and publishing public meeting notices.

#### 3.6.1.5 Prepare Comment Log and Responses for PIM

Following receipt of mailed comments after the public information meeting, the Consultant will prepare a log of oral and written input. As required, responses to questions or suggestions will be prepared and sent to the commenter following Iowa DOT review. The Consultant will summarize the public involvement log for use in the Preparation of the "Comments and Coordination" section of the environmental document.

#### 3.6.1.6 Hold Public Hearing

A Public Hearing will be held at one location on one day. The Consultant in cooperation with the Public Involvement section of the Iowa DOT Office of Location and Environment will be

responsible for announcements, advertising, preparing the official transcript, and conducting the hearing. It is assumed that three consultant staff members will attend the hearing.

Exhibits for the Public Hearing will be refinements of those displayed at the public informational meeting. As needed, the 1"+400' and larger scale aerial mosaics will be finalized to show alternatives and project details. No audio-visual presentation is expected to be prepared as part of the public hearing. The project mailing list will serve as the distribution list for the hearing notice.

#### 3.6.1.7 Summary and Disposition of Hearing Testimony

The Consultant will compile and summarize comments/issues received during the public comment period and respond to them. A public hearing record will be prepared. Responses to frequently raised issues, concerns, and questions will be included in the FONSI.

#### 3.6.1.8 Briefings to Local Interested Groups and Organizations (if authorized)

The Consultant will provide briefings and updates during the course of the project to local groups and organizations as requested. These groups include business and neighborhood groups as well as organizations such as the Chamber of commerce. It is assumed that five meetings will occur, as requested and with prior Iowa DOT approval, each attended by 2 consultant staff.

### 3.6.2 Governmental/Agency Involvement

#### 3.6.2.1 Periodic Meetings with Local Elected Officials

The level of interest and issues identified while evaluating alternatives and preparing the EA may require periodic meetings with city, county, and state elected officials. In addition, the Consultant will brief the City Council, County Board Chair, and key stakeholders, as requested and with prior City approval, regarding the project. Five meetings are assumed. It is assumed that 2 consultant staff will attend each meeting.

#### 3.6.2.2 Review with Local, State, and Federal Agencies and Iowa DOT

The Consultant will conduct a briefing of the project area for local, state, and federal agencies and Iowa DOT staff as pertinent to identify natural resource and other impact issues to be evaluated and discussed in the environmental document. The need for this task will be based on input from agency representatives. For budgeting purposes, it is assumed that two consultant staff will attend the one-half-day review.

#### 3.6.2.3 Coordination with State and Federal Review Agencies

The Consultant will coordinate with other outside agencies as required. Agencies will be provided an opportunity to comment on the project's range of alternatives, environmental impacts, and preferred alternative through the agency scoping process and follow-up coordination as needed. The Consultant has made or will make personal or written contact with the following agencies as necessary.

1. U.S. Department of Interior
  - Fish and Wildlife Service
  - National park Service
  - U.S. Geological Survey
  - Office of Surface Mining
  - Bureau of Indian Affairs
  - Bureau of Mines
  - Regional Environmental Officer

2. Department of Natural Resources
3. Department of Cultural Affairs-State Historic Preservation
4. Local governments and regional/metropolitan planning agencies
5. USDA-State soil conservationist
6. U.S. Army Corps of Engineers
7. U.S. Department of Transportation
8. U.S. Coast Guard

The Consultant will prepare a follow-up agency coordination packet, if needed, after the initial range of spot improvement alternatives has been screened down to the alternatives that will be evaluated in detail in the environmental assessment. The information packet will include preliminary information on each alternative's impacts.

The Consultant will coordinate with Iowa DOT to conduct coordination as applicable with Native American tribes per the Iowa DOT guidelines regarding cultural resources.

#### 3.6.2.4 Local Government/Utilities Coordination

Appropriate meetings with representatives of various utilities will occur. These meetings will help resolve local issues and concerns pertaining to the development and/or refinement of alternatives. These issues might include conflict with local utilities (i.e., sewerage, internet, telephone, water, gas, or electrical facilities), local access, intersection locations, and land use issues.

### **III. SCHEDULE**

Task 2 will be completed within 3 months beginning in January of 2016 and ending in March of 2016. For Task 3 and assuming EA classification, an approximate 21 month timeline is expected beginning in April 2016 and ending in December 2017.

### **IV. EXCLUSIONS OTHER THAN SPECIFIED ABOVE**

Topographic surveying is not included in this Scope of Services. The City is responsible for providing topographic survey data suitable for incorporating into the GIS base mapping. Ideal topographic survey should include:

1. Minimum of four survey points at the roadway right of way at each existing driveway;
2. Survey points for face of building and finished floor at building entrances where buildings are in proximity to proposed project limits;
3. Survey points for locations of found property corner evidence at roadway right of way; and
4. Linework for roadway right of way built based on found property corner evidence and supplemented by recorded survey plats where no evidence exists.

## EXHIBIT 2



### 2016 Billing Rate Schedule

<b><u>Professional Services</u></b>	<b><u>Rate</u></b>
Principal	\$140
Senior Project Manager	\$135
Project Manager	\$110
Senior Project Scientist	\$100
Environmental Specialist II	\$80
GIS Technician	\$75
Environmental Specialist I	\$65
Drilling Technician	\$75
Field Technician	\$60
Administrative	\$48

### Reimbursable Expenses

1. All materials and supplies used in the performance of work will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard IRS mileage reimbursement rate.
3. Charges for sub-consultants will be billed at their invoice cost plus 10%.
4. All other direct expenses will be invoiced at cost plus 10%.

