CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: September 3, 2019

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement
Grand Avenue – South Jordan Creek Parkway to South 88th Street

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of $334,704.00 for Basic Services of the Consultant and $81,131.00 for Resident Consultant Services. Amendment No. 1 increases the Basic Services of the Consultant by $125,741.00 and the Resident Consultant Services by $109,344.00. The new maximum not-to-exceed fee thus becomes $650,920.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with ultimate funding intended to come from Mills Parkway Sub district #7 TIF Funds.

BACKGROUND:

Olsson & Associates is working under an existing Agreement dated October 15, 2018 to perform the professional services necessary for Grand Avenue – South Jordan Creek Parkway to South 88th Street.

Amendment No. 1 includes additional Basic Services of the Consultant and Resident Consultant Services to accommodate grading for the westbound lanes of Grand Avenue from South Jordan Creek Parkway to South 88th Street. Associated storm sewer improvements and utility adjustments will be included. This additional work is necessary to accommodate the development of the Des Moines University site, but was deferred due to U.S. Army Corps of Engineers permitting of wetland impacts within the project limits. A second bid package will be generated for this additional work, which is anticipated to take place in 2020 as the current work in the first bid package will be nearing completion in Spring 2020.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past performance. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Professional Services Agreement for Grand Avenue – South Jordan Creek Parkway to South 88th Street.

Lead Staff Member: Brian J. Hemesath, P.E., City Engineer BJH

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 26, 2019		
Recommendation	Yes	No	Split

AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 3rd day of September, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and OLSSON ASSOCIATES, (Fed. I.D. #47-0781766), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated October 15, 2018 as follows:

1. SCOPE OF SERVICES

   The Scope of Services as described in Attachment 1 of the original Agreement for the Grand Avenue Extension – South 88th Street to South Jordan Creek Parkway (Project No. 0510-056-2018) shall be amended as further described in Attachment 1 of this Amendment No. 1.

2. SCHEDULE

   The Project Schedule of the professional services as described in Attachment 2 of the original Agreement shall be amended as shown in Attachment 2 of this Amendment No. 1.

3. COMPENSATION

   In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fees to increase the original sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3 of this Amendment No. 1.

	Original Fee	Additional Fee	Total Fee
I. Basic Services of the Consultant	$334,704.00	$125,741.00	$460,445.00
II. Resident Consultant Services	$ 81,131.00	$109,344.00	$190,475.00
Total Services	**$415,835.00**	**$235,085.00**	**$650,920.00**

This AMENDMENT NO. 1 is subject to all provisions of the original Agreement. This AMENDMENT NO. 1 together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

OLSSON ASSOCIATES

BY: _____
Darren Hennen, Vice President

BY: _____
Michael Jackson, Technical Leader

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The Consultant's Scope of Services for the Amendment to the original Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Avenue Extension
South Jordan Creek Parkway to South 88th Street

Project Description: Grand Avenue Design Phase 2
Grading of the westbound lanes to finished grade, storm sewer, and water main adjustments

SCOPE OF SERVICES

BASIC SERVICES (PHASE 2)

Project Management

Consultant will conduct a Project kick-off meeting with stakeholders to refine Project scope, review Project site, identify specific goals, and establish schedule and channels of communication. Consultant shall prepare and distribute meeting minutes.

Consultant will schedule and conduct two (2) design review meetings. It is anticipated these meetings will occur following the preliminary design (50%) and the final design (95%) submittals. Meeting agenda and minutes will be prepared and submitted to attendees.

Consultant will schedule and conduct design progress meetings to discuss specific design issues and solutions, as required. Meeting agenda and minutes will be prepared and submitted to attendees.

Consultant shall provide overall management and coordination of Project team, including City staff, key stakeholders such as Des Moines University, and preparation of progress reports and invoices, in accordance with City requirements. Project schedule will be prepared and updated, as requested by the City. Consultant will coordinate with Des Moines University regarding their proposed access from Grand Avenue and will conduct two (2) coordination meetings. Meeting agenda and minutes will be prepared and submitted to Project team.

Survey

Olsson will provide supplemental topography survey, as required. Survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at one-foot intervals, and existing feature locations (pavement, tree mass lines, storm, sanitary sewer structures, pipe sizes, flow lines, and materials). Utility companies will be contacted through Iowa One Call system and marked utilities will be added to the topography survey. Horizontal control will be tied to Iowa State Plane Coordinate System, NAD 1983 Iowa South Zone, and vertical control will be referenced to the North American Vertical Datum, NAVD 88 and converted to West Des Moines Vertical Datum.

Utility Coordination

Consultant shall coordinate with utility companies to identify major utility conflicts, including fiber optic lines, gas pipelines, crude oil pipelines, waterlines, transmission lines, et cetera. Consultant shall identify and evaluate potential strategies to minimize or avoid conflicts, as required. If avoidance is not possible, Consultant will request the utility company to verify the conflict and provide a preliminary estimate of reimbursable costs (if any) associated with utility relocation for utilities located in private easement outside of City right-of-way.

Consultant shall distribute plans to public and private utilities for comment, upon revising plans based on City comments after each submittal (50% and 95% completion).

Consultant shall schedule a review meeting with utility companies after completion of the 50% construction plans. One (1) utility meeting is anticipated for the Project.

Roadway Design

Consultant shall provide roadway design for the 2nd phase of Grand Avenue, approximately 0.83 miles from South Jordan Creek Parkway to South 88th Street. Design improvements include grading the three (3) westbound lanes and sidewalk to finished grade within right-of-way; including an access point addition to the north side of Grand Avenue that services Des Moines University, storm sewer improvements, and water main adjustments.

Preliminary Design Plan

Consultant shall prepare Project base files and 50% completion preliminary design plans for City review. Preliminary design plans shall include the following:

- Title sheet
- General notes sheet
- Typical cross-section sheets
- Roadway plan and profile sheets
- Horizontal/vertical control sheets
- Right-of-way sheets, including existing right-of-way and ownerships
- Storm sewer plan and profile sheets
- Cross-section sheets

Consultant will revise preliminary plans after conducting a preliminary plan review meeting, based on City comments and decisions; and provide completed preliminary plans for City's filing and future use.

Final Design Plan
Consultant shall prepare Project base files and 95% completion final design plans for City review. Final design plans shall include the following:

- Title sheet
- General notes sheet
- Typical cross-section and details sheets
- Quantities and tabulations sheet
- Roadway plan and profile sheets
- Horizontal/vertical control sheets
- Right-of-way sheets, including existing right-of-way and ownerships
- Construction phasing and traffic control sheets
- Storm drainage plan and profile sheets
- Sediment and erosion control sheets
- Detailed grading plan
- Cross-section sheets

Drainage Structures Determination
Consultant shall review drainage structure requirements within Project boundary for right-of-way and storm sewer.

Summary of Quantities/Opinion of Probable Costs
Consultant will provide quantities and submit an opinion of probable cost at each submittal (50%, 95%, and final construction plans), using Iowa SUDAS standard bid items and respective unit prices.

QA/QC
Consultant shall conduct internal quality reviews of design and plan sets during Project design.

Contract Specifications and Special Provisions
Consultant will submit draft contract specifications and special provisions with the 95% completion submittal for City review. City shall provide general specifications and front-end documents for contract documents. Consultant will finalize contract specifications for bidding documents.

Revisions for Final Plans
Consultant will meet with City to discuss Project plan comments and required revisions from right-of-way negotiations for the final construction plan submittal.

AutoCAD Submittal
Consultant will submit electronic AutoCAD files to the City at Project design completion.

Permitting

Consultant will provide Project construction permitting, including the following:

- Iowa DNR General Permit No. 2 (NPDES Construction Stormwater Permit)
  - Consultant will develop a preliminary Stormwater Pollution Prevention Plan (SWPPP) in accordance with City requirements, state permit requirements, and EPA guidelines. City's Contractor shall provide the final SWPPP.
  - Consultant will publish required public notice prior to the notice of intent. City's Contractor will submit IDNR Storm Water NPDES General Permit No. 2.
  - City's Contractor shall provide one (1) hard copy and one (1) electronic file of completed SWPPP and permit approvals to the City.
- City of West Des Moines Flood Plain Permit
  - Consultant shall prepare and submit flood plain permit to the City for Phase 2 Project design and construction.

Bid Documents/Bidding Process

Consultant shall reproduce and distribute plans and specifications to prospective bidders during the Project bidding. Consultant shall advertise the Project for bids.

Bid Specifications and Front-End Documents
City will provide Project front-end documents. Consultant will prepare bid documents and supplemental specifications for the bidding process. Consultant will provide any technical special provisions Project, as required.

Bid Tabs
Consultant will prepare bid tabs for inclusion into the final bid documents.

Final Construction Plans
Consultant will prepare three (3) half-size 11-inch by 17-inch plan sets, and one (1) electronic full-size plan set for the final bid documents prepared by the City. Final submittal plan sheets include the following:

- Title sheet
- General notes sheet
- Typical cross-section and details sheets
- Quantities and tabulations sheet
- Roadway plan and profile sheets
- Horizontal/vertical control sheets
- Right-of-way sheets, including existing right-of-way and ownerships
- Construction phasing and traffic control sheets
- Storm drainage plan and profile sheets
- Sediment and erosion control sheets
- Detailed grading plan
- Cross-section sheets

Bidding Process

- Consultant shall post bidding documents on www.iowabiddate.com website four (4) weeks prior to letting.
- Consultant shall print and provide copies of plans, specifications,

special provisions, et cetera to requesting parties.

- Consultant shall maintain a list of all contractors to which plans were provided.
- Consultant shall review bids prepared by contractors, provide comments and, if requested, provide a recommendation to award to the City.

Requests for Information (RFIs)
Consultant shall provide responses to requests for information (RFIs) received by the City during the bidding process.

Addendum
Consultant shall prepare information to support an addendum to the bidding documents, if required, during Project bidding. This proposal is based upon a maximum of one (1) addendum during Project bidding. All information will be provided to City by Consultant and City shall prepare and issue addendum.

Pre-Construction Meeting
Consultant will attend a pre-construction meeting with the City and City's Contractor to provide a Project overview. Upon request, Consultant will coordinate the meeting, develop an agenda, and provide meeting minutes.

RESIDENT CONSTRUCTION SERVICES (PHASE 2)

During Project construction, Consultant shall provide the following services:

- Part-time, on-site construction observation
- Observe City's Contractor's progress and work quality and determine if work is proceeding in accordance with Project construction documents and all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and decrees.
- Conduct bi-weekly Project meetings with City's Contractor
- Review and process shop drawings and change orders
- Prepare City forms and paperwork, as requested
- Issue City instructions to City's Contractor(s), as required; consult with City regarding issuance of necessary interpretations and clarifications of Project construction documents; and act as an initial interpreter of Project construction document requirements.
- Evaluation of substitutions proposed by Contractor
- Consultation concerning replacement of Project work damaged during construction, and services required in connection with the replacement of such Project work.
- Notice to/coordinate laboratory testing required for Project with City's testing service. Testing fees shall be paid for separately by the City.
- Consultant shall determine amounts owed to City's Contractor and recommend, in writing, payment amounts to Contractor based on Consultant's on-site observations; and review payment applications, and accompanying data and schedules. Recommendations of payment will be based on work observation and quality review. As a part-time observer, Consultant will not document or observe all work to be completed by City's Contractor for Project.

- Consultant shall provide written opinions on all claims, disputes, or other matters in question between the City and City's Contractor relating to the work execution or progress; as provided in the Project construction documents, as requested by City.
- Prepare, track, and complete punchlist items.
- Upon Project substantial completion, Consultant shall conduct a final inspection, review all Project documents; and determine if completed work is in accordance with Project construction documents and City's Contractor has fulfilled all obligations thereunder. If inspection results and review are satisfactory, Consultant shall provide a written Certificate of Substantial Completion notice to City and City's Contractor. With City approval, Consultant shall recommend, in writing, final payment to City's Contractor.
- Record drawings for Project, based on a red-lined plan set from City's Contractor and field survey of major elements of completed Project.

ASSUMPTIONS

- Federal funding is not provided for the Project
- Resident construction services budget was developed based on 720 hours of onsite construction observation over 24 weeks (20 hours per week for 12 weeks and 40 hours per week for 12 weeks)
- Consultant will not document or observe all work completed by the Contractor during part-time observation
- Materials testing will be conducted by Others
- Permitting through USACE will be conducted by Others

ATTACHMENT 2

PROJECT SCHEDULE

Anticipated Start Date:	Upon receipt of Notice to Proceed
Preliminary Plan Submittal:	October 16, 2019
Final Design Plan Submittal:	November 25, 2019
Advertisement:	December 2019/January 2020
Project Letting:	January/February 2020
Anticipated Completion Date:	August/September 2020

ATTACHMENT 3

SCHEDULE OF FEES

OLSSON BILLING RATE SCHEDULE
2019 LABOR RATES

Description	Range
Principal	109 - 381
Project Manager	103 - 189
Project Professional	94 - 168
Assistant Professional	47 - 143
Designer	84 - 178
CAD Operator	32 - 116
Survey	43 - 171
Construction Services	40 - 189
Administrative/Clerical	29 - 130

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

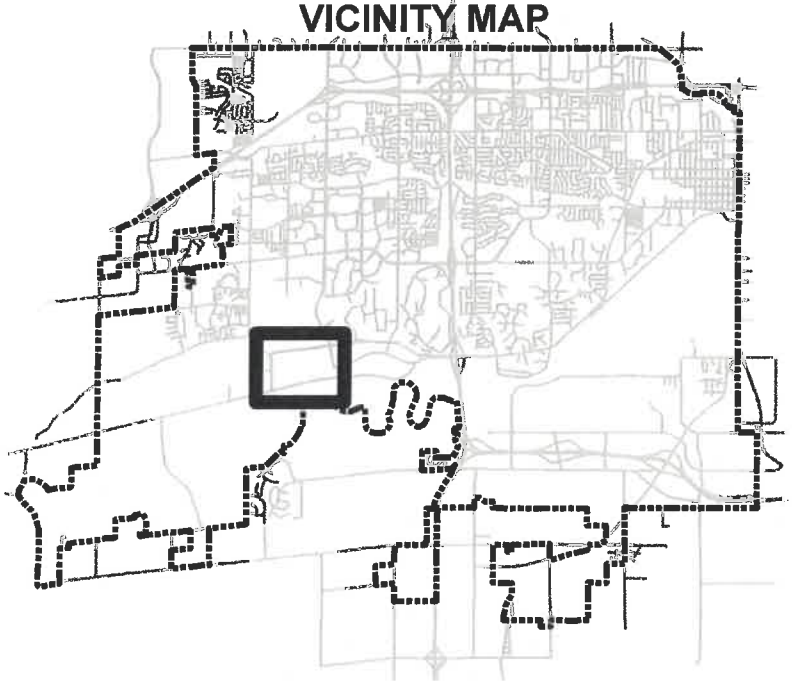
REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.58/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Grand Avenue - S. Jordan Creek Pkwy to S. 88th St

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 10/2/2018	PROJECT NUMBER/NAME: 0510-056-2018	SHT. 1 of 1