CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement
Osmium Fiber Conduit

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of $320,000.00 for Basic Services of the Consultant and $120,000.00 for Resident Consultant Services. Amendment No. 1 increases the Basic Services of the Consultant by $241,000.00 and the Resident Consultant Services by $56,000.00. The new maximum not-to-exceed fee thus becomes $737,000.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with initial funding intended to come from General Obligation Bonds and ultimately reimbursed by Microsoft.

BACKGROUND:

Civil Design Advantage is working under an existing Agreement dated May 14, 2018 to perform the professional services necessary for the design of proposed conduits for fiber optic interconnection between the existing and proposed Microsoft data centers.

The original scope of the project included three conduit routes. Two of the routes have been designed and are under construction. After evaluation by Microsoft, it was determined the third planned route along Veterans Pkwy and S. Grand Prairie Pkwy did not fit their needs. Subsequently, Microsoft requested two additional connections between the new Osmium site and the existing Alluvion site. Amendment No. 1 includes additional Basic Services of the Consultant and Resident Consultant Services to design and administer construction for the two new fiber optic conduit routes. All design and construction costs will be reimbursed by Microsoft.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Professional Services Agreement for Osmium Fiber Conduit.

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 RJS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 17th day of February, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and CIVIL DESIGN ADVANTAGE, (Fed. I.D. #20-0291080), 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 May 14, 2018 as follows:

1. SCOPE OF SERVICES

   The Scope of Services as described in the original Agreement for the Osmium Fiber Conduit (Project No. 0510-017-2017), Attachment 1 are amended as follows:

   See Attachment 1.

2. SCHEDULE

   The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: No Change.

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 the original Agreement, Attachment 3.

	Original Fee	Additional Fee	Total Fee
I. Basic Services of the Consultant	$320,000.00	$241,000.00	$561,000.00
II. Resident Consultant Services	$120,000.00	$56,000.00	$176,000.00
Total Services	**$440,000.00**	**$297,000.00**	**$737,000.00**

This AMENDMENT is subject to all provisions of the original Agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

CIVIL DESIGN ADVANTAGE

BY: _____
Gary L. Reed, President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

AMENDMENT #1

SCOPE OF SERVICES

Osmium Fiber (2020)
WDM 0510-017-2017

I. BASIC SERVICES

(Based on attached Fiber Map showing up to 2 separate routes totaling approximately 70,000 lineal feet)

Design Meetings

Civil Design Advantage shall meet with City staff and other city consultants during the course of the design development process as necessary to communicate the progress of the fiber optic plans.

Notification/Coordination with Jurisdictions/Right-of-Way Users

The planned fiber optic alignment appears to affect multiple jurisdictions and may impact other franchise utility or private utility providers within existing roadway right-of-way. Civil Design Advantage shall coordinate with the various jurisdictions and known right-of-way users to develop a constructible fiber optic duct route.

Topographic Survey/Mapping

Civil Design Advantage (CDA) will proceed with topographic survey of the proposed fiber optic interconnection alignments at specific/critical locations. We do not plan to conduct a topographic survey of the entire corridors. Specific/critical locations shall be determined based on existing constraints once the fiber alignments have been determined. All areas not surveyed shall be mapped utilizing LIDAR technology. Survey extents shall be limited to the edge of existing roadway to the existing right-of-way line along the selected fiber alignments. Topographic survey shall include surface features within the planned area, break lines, elevation information, trees greater than 12" in diameter and other visible surface features. Iowa One-Call will be contacted in an effort to gain locates for existing utilities for survey purposes. We will ask the City to provide any and all utility mapping for the corridors at time of notice to proceed. Utility mapping will be added to the topographic survey and shown as "map location". A note will be added to the design drawings suggesting the contractor contact Iowa One-Call prior to construction and contact the engineer of record if any conflicts exist. CDA does not intend to re-establish right-of-way or property line information unless needed for permanent acquisition purposes. We plan to utilize parcel line-work from County mapping and design info from other consultants as necessary. CDA will utilize survey/design information from other consultants as necessary.

Acquisition Plat Preparation

Civil Design Advantage shall prepare acquisition plats and legal descriptions for areas of the fiber alignments that are not within existing road right-of-way. Acquisition plats shall be prepared based on industry standard procedures. For basis of this agreement, CDA assumes the vast majority of the fiber routes (at least 90%) will be located within existing Iowa DOT or

City/County right-of-way and no acquisition plats will be needed. All legal verbiage documents needed for the transfer of property rights are assumed to be prepared by the City of West Des Moines. No acquisition plats will be prepared for temporary easements along the corridor. CDA has assumed that temporary easements (if needed) as shown in the construction plans will be suitable for acquisition of any temporary easements needed for the project. CDA assumes fiber alignment located within existing right-of-way (held by fee title or easement) is suitable for the location of the fiber. As such, CDA does not intend to prepare acquisition plats for underlying title acquisition of right-of-way held by easement. For basis of this agreement, CDA has estimated a total of 10 acquisition plats needing prepared. No right-of-way negotiation services are included in this scope of services, but CDA will assist the right-of-way agent as required, if needed.

Construction Drawings

Once we have topographic information and base mapping, Civil Design Advantage will proceed with design of the fiber optic duct interconnection project. Plans will generally show the alignment of the fiber duct, typical section for standard bury depth, critical crossing information at specific locations, general notes and quantities. Construction drawings shall generally consist of:

- Project Location Map
- Typical fiber optic duct configuration detail (provided by City or other)
- Plan & Profile sheets on aerial background
- Critical crossing information
- Bid Quantities and Reference Notes
- Traffic Control Plan (Reference DOT standard)
- Design Details
- Survey Control

CDA will reference the Statewide Urban Design and Specifications (SUDAS) or WDM Specifications for all construction work. Technical specifications developed on previous fiber duct projects shall be utilized on this project. CDA will prepare up to 2 separate plan sets for 2 separate bid lettings. CDA will coordinate with end user on final tie-in points.

Storm Water Pollution Prevention Plan (SWPPP) – if needed

Civil Design Advantage shall prepare an initial Storm Water Pollution Prevention Plan (SWPPP) for the fiber optic duct project, if needed. CDA shall publish required notices in area newspaper, acquire the NPDES permit and supply the client/contractor with the initial SWPPP booklet. CDA shall not be responsible for obtaining certification statements from contractors or keeping the SWPPP updated throughout the construction process.

Engineer's Opinion of Construction Cost

CDA shall prepare an engineer's estimate of construction cost based on the plan prepared and bid quantities tabulated for the project. A final engineer's estimate shall be transmitted to the City with each of the final plan sets.

Project Manual Preparation

Civil Design Advantage shall utilize the City of West Des Moines standard front end contract documents and adapt them to the fiber optic interconnection project. We assume the City of WDM will provide the front-end contract documents in word format to CDA.

Permitting

The planned fiber optic route appears to cross multiple jurisdictions and may require separate permits for construction. Civil Design Advantage shall apply for construction permits in an effort to enable construction of the preferred fiber optic duct routes. Based on previous experience this may include IDOT (multiple locations), railroad or known pipelines. CDA understands environmental permitting (404 permit or other) fieldwork (if required) will be handled by another consultant.

Bidding Services

Civil Design Advantage shall handle bidding services for the project including transmitting a project notice to selected contractors, maintaining a plan-holders list, issuance of any addenda (if needed), attending the bid opening, review of construction proposals, preparation of a bid tabulation and a recommendation of award for the project. CDA will provide bidding services on up to 2 separate bid lettings (one for each fiber duct route).

Pre-construction Conference

At least one Civil Design Advantage representative shall attend the pre-construction conference with the City, contractor, effected utility companies and other interested parties.

II. CONSTRUCTION PHASE SERVICES

Shop Drawing Review

Civil Design Advantage shall review shop drawings and other submissions of the contractor for general compliance with the construction contract for the project.

Construction Administration

Civil Design Advantage shall make periodic visits to the site to observe, as an experienced and qualified design professional, the progress and quality of executed work, and to determine if the work is proceeding in accordance with the contract documents. CDA shall notify the City of any work which does not comply with the contract documents, make recommendations to the City for correction of the non-conforming work, and ensure that those recommendations are implemented by the contractor. CDA shall conduct bi-monthly (every 2 weeks) construction meetings to determine progress on the project and attempt to resolve any construction related issues that may arise. CDA shall prepare and make recommendations on change orders and claims of the contractor for extra time and/or compensation. CDA shall also prepare and approve progress schedules, pay estimates, final quantities and the final payment to the

contractor. CDA shall conduct intermediate walk-thrus (10,000 lineal feet increments, if necessary) to determine if the project is substantially complete, prepare a punch list of incomplete items for the contractor, determine if the punch list items have been resolved and if final acceptance of the project can be recommended to the City along with the approval of the final payment to the contractor. CDA will work with the contractor on close-out documentation including warranty/bonds, lien waivers and notice of discontinuation. CDA will provide all observation reports to the City upon project completion. Construction Administration fees are based on an assumed 120 working days for all construction contracts.

Part-time Construction Observation

CDA shall observe the construction of the fiber interconnection construction for compliance with the construction drawings on a part-time basis. CDA will supply one construction observer to (1) monitor the contractor's progress and (2) determine if the results comply with the drawings and specifications and (3) tabulate payment quantities for contractor pay applications. CDA has estimated construction observation on average 50% of the time contractor is on-site. Materials testing (density testing or other) is not included or will be the responsibility of the contractor. CDA will observe the materials testing and blowing of the B-B through the ducts as part of the observation services. The contractor is ultimately responsible for the means and methods of construction.

As-built Drawings

CDA will require the contractor to provide X, Y and Z coordinates of the constructed fiber optic conduit as it is placed in the ground at intervals acceptable to the City/end user. Design plans will require the contractor to mark the ground with horizontal location and depth for the duct alignment during construction. CDA will include a bid item within the plans requiring the contractor to complete an as-built survey of the marked locations and provide to CDA. CDA will then re-draw the conduit alignment and profile based on information provided by the contractor to create as-built drawings. As-built drawings will be submitted to the City upon completion.

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Environmental Services of any kind (including wetlands services)
- Additional Topographic or Boundary Survey other than specified
- Wetland Mitigation Services
- Revisions/updates to initial Storm Water Pollution Prevention Plan (SWPPP)
- Storm Sewer Design
- Street Design
- Traffic Signal Design
- Submittal/Permitting/Licensing Fees
    - Excessive fees (Hawkeye Land or other) are assumed to be paid by City or other
- Subdivision Platting
- Site Plan Preparation
- Traffic Studies
- Structural Engineering
- Technical Specification Preparation (Refer to SUDAS or WDM Spec.)
- Fiber Optic design (this contract is for duct and structures only)
- Franchise Utility Design
- Right-of-way Services (appraisals, comp estimates, negotiations, etc.)
- Condemnation Proceedings
- Purchase price of acquired right-of-way (assumed paid by City or other)
- Color Renderings
- Re-establishment of property pins if not found/Courthouse Research
- Pavement Determination
- Public Meetings
- Full-time Construction Observation

ATTACHMENT 2

PROJECT SCHEDULE

PROJECT SCHEDULE

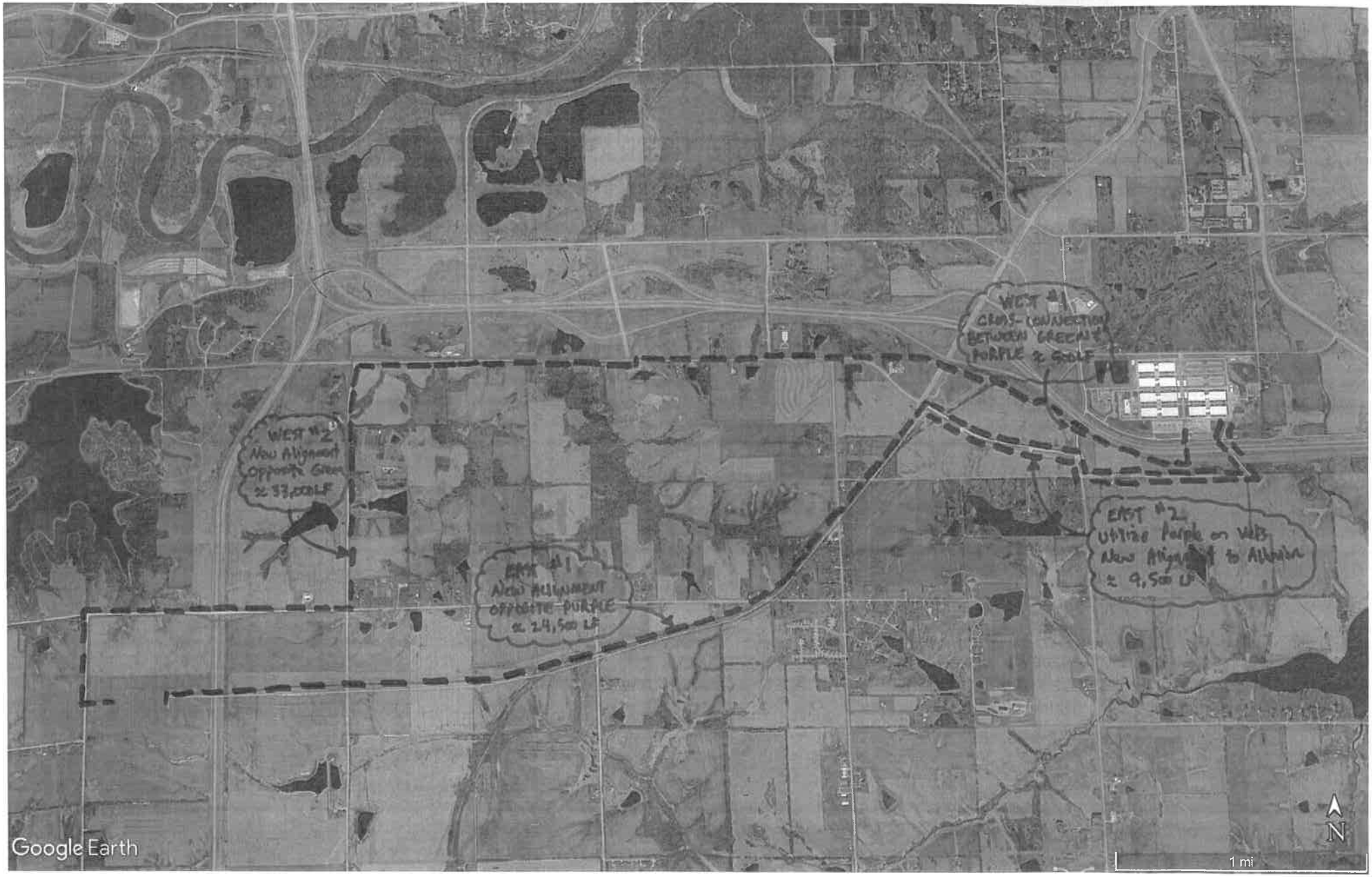
Civil Design Advantage is prepared to start work on this immediately upon notice to proceed.

ATTACHMENT 3

SCHEDULE OF FEES

Standard Fee Schedule
2019-2020
Civil Design Advantage, LLC

Classification	Billing Rate		Unit
Principal / Senior Engineer	$180	/	hour
Principal / Senior Land Surveyor	$180	/	hour
Senior Engineer	$169	/	hour
Engineer 8	$154	/	hour
Engineer 7	$145	/	hour
Engineer 6	$135	/	hour
Engineer 5	$125	/	hour
Engineer 4	$112	/	hour
Engineer 3	$102	/	hour
Engineer 2	$92	/	hour
Engineer 1	$82	/	hour
Senior Technician	$132	/	hour
Technician 8	$120	/	hour
Technician 7	$112	/	hour
Technician 6	$104	/	hour
Technician 5	$95	/	hour
Technician 4	$85	/	hour
Technician 3	$74	/	hour
Technician 2	$63	/	hour
Technician 1	$52	/	hour
Project Manager 8	$154	/	hour
Project Manager 7	$140	/	hour
Project Manager 6	$134	/	hour
Project Manager 5	$128	/	hour
Project Manager 4	$120	/	hour
Administrative 3	$80	/	hour
Administrative 2	$60	/	hour
Administrative 1	$45	/	hour
Mileage	Current IRS Rate	/	mile
Plots (Black & White)	$1.50	/	sheet
Plots (Color)	$30	/	sheet
Mylar Plots	$15	/	sheet
Copies (Black & White)	$0.10	/	page
Copies (Color)	$0.75	/	page


WEST #1
CROSS-CONNECTION
BETWEEN GREEN &
PURPLE & GOLF
WEST #2
New Alignment
Opposite Green
≈ 33,000LF
EAST #1
New ALIGNMENT
OPPOSITE PURPLE
≈ 24,500 LF
EAST #2
Utilize Purple on WEB
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