CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: December 7, 2020

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement
West Des Moines Digital Enterprise Segment 4 Phase 1

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of $557,205.00 for Basic Services of the Consultant and $520,740.00 for Resident Consultant Services. Amendment No. 1 increases the Basic Services of the Consultant by $1,403,666.00. The new maximum not-to-exceed fee thus becomes $2,481,611.00. All costs for these services can be paid from account no. 670.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Olsson, Inc. is working under an existing Agreement dated September 8, 2020 to perform the professional services necessary for design of Segment 4 Phase 1 of the West Des Moines Digital Enterprise project. Amendment No. 1 includes additional Basic Services of the Consultant to begin design of the second, third, and fourth phases of this segment. The area generally contains an area generally bounded by Grand Ave, Raccoon River, EP True Pkwy, and the western corporate limits. Approval of this amendment will secure design services for all network segments planned to be constructed by the end of 2022. Resident services for the additional phases will be added as part of a future amendment to this agreement.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, staffing 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.

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 West Des Moines Digital Enterprise Segment 4 Phase 1.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services

Dates(s) Published	

Date Reviewed			
Recommendation	Yes	No	Split

AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 7th day of December, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Olsson, (Fed. I.D. #470781766), 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 September 11, 2020 as follows:

1. SCOPE OF SERVICES

   The Scope of Services as described in the original Agreement for the Digital Enterprise Segment 4 Phase 1(Project No. 0510-060-2020), Attachment 1 are amended as follows:

   Amendment to include original scope verbiage but shall include the additional project areas within Segment 4 Phase 2, 3 and 4.

2. SCHEDULE

   The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: Schedule updated to reflect the new Segment 4 Phase 2, 3 and 4 project schedules.

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	Previously Amended Fee	Additional Fee	Total Fee
I. Basic Services of the Consultant	$557,205	$0.00	$1,403,666	$1,960,871
Total Services	**$557,205**	**$0.00**	**$1,403,666**	**$1,960,871**

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.

OLSSON

BY: _____
Jeff Ford, Vice President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

November 29, 2020

olsson

City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265

RE: 0510-060-2020 Digital Enterprise Segment 4 Phase 2, 3, 4 – (Amendment) Per your request, Olsson has developed a Scope of Service and Cost Proposal to provide design services for your **0510-060-2020 Digital Enterprise Segment 4 Phase 2, 3, 4** project.

Scope of Service

Olsson will provide; Project management through design and construction phases, data collection, conduit design plan set(s), all associated permits with local jurisdictions (State and other utilities), shop drawing review, design interpretation during construction, on-site inspection, reporting, development of pay applications/change orders, project monitoring, weekly reports, and as-constructed drawings.

1.0 Project Management

1.1 Olsson shall coordinate with all known utilities in the project area to ensure an efficient and cost-effective route is chosen.

1.2 Olsson shall attend weekly progress update calls and meetings with the Client. This includes for both, engineering, and construction project phases.

1.3 Olsson shall attend onsite meetings with Client at business locations where required.

1.4 Olsson shall compile bid documents, host construction conference (in-person or via remote), compile bid tabulations, recommend suitable contractor(s), and review shop drawings.

2.0 Design Services

2.1 Olsson shall coordinate conduit design with Client and all permitting agencies and shall update all key project information to Client.

2.2 Olsson shall prepare 60%-90%-100% conduit design plans for review and comment by Client. Plans shall meet requirements of all local jurisdictions and utilities.

2.3 Olsson shall prepare final conduit design package (cover sheet, general notes, project specifications and design plans) after addressing review comments for permitting and approval with all required permitting jurisdictions.

3.0 Environmental Review and SWPPP/NPDES Permitting

3.1 Olsson shall perform a environmental permitting review to identify potential problematic areas and inform Client. Environmental permitting to be completed by others.

3.2 Iowa DNR General Permit No. 2 (NPDES Construction Stormwater Permit) Consultant will develop a preliminary Stormwater Pollution Prevention Plan (SWPPP) in accordance with Owner requirements, state permit requirements, and EPA guidelines. The Contractor shall provide the final SWPPP.

3.3 Consultant will publish the required public notice prior to the Notice of Intent. The Contractor will submit IDNR Storm Water NPDES General Permit No. 2 permit.

4.0 GPS collection and Easement Documentation

4.1 A professional land surveyor will consider existing property corner monuments and the current deed of record to prepare an easement exhibit containing a legal description and graphical depiction of the proposed easement. Each easement exhibit will identify a specific identifiable parcel described in a manner consistent with the property's deed description and tied to the nearest line of record (i.e. Property or Section Line).

4.2 UAV imagery will be created if City aerial imagery is missing new developments within the project boundaries. UAV imagery will be generated using GCP and RTK systems to ensure accuracies are within centimeter level.

5.0 Permit Application Packages

5.1 Olsson shall prepare and submit all required permit applications and paperwork to meet local requirements.

5.2 Olsson will coordinate all permits through the review and approval process.

5.3 All application fees shall be paid for by Client. If Olsson is requested to pay on behalf of Client, fees will be invoiced for reimbursement with a 10% markup to cover administrative and carrying costs.

5.4 Permitting shall require Client's signature and Olsson anticipates a 48-hour turnaround for Client's signature.

5.5 Permit types for this Scope of Services includes City, County, Iowa DOT, floodplain and railroad.

6.0 Construction Inspection

6.1 Olsson shall appoint a Construction Project Manager(CPM) and Construction Support staff to ensure the project is built as intended and if constructability issues arise, the Construction Support staff will consult the CPM to make an approved field change to the design.

6.2 The Construction Support staff will be required to verify installed quantities as they are constructed and approve change orders/pay requests from the contractor(s).

6.3 The Olsson inspectors will be onsite daily to observe construction until the project is complete and will provide weekly reports to the client with the progress of the construction week.

6.4 Construction inspection will conclude on 8/31/2022. Any service drops installed after this date will not be included in this scope/fee.

7.0 Record Drawings and GIS shapefiles

7.1 Olsson shall prepare record drawings upon receipt of final, redlined as-constructed drawings from Contractor in PDF format. Deviations from original design will be completed; plan notes and final quantities will not be revised. Olsson shall provide an unsigned record drawing set in PDF format and a GIS database file projected on Client-specified coordinate plane.

7.2 Olsson will not be responsible for verifying accuracy of as-constructed redlines provided by Contractor and cannot guarantee accuracy of record drawings or GIS linework. A visual representation of final assets only will be provided.

ASSUMPTIONS

- Project construction will be underground. Aerial cable or pole attachment design is not included in this Scope of Services.
- Due to project length, plan sets will be divided into smaller phased construction packages to expedite permitting.
- Deliverables will be 11-inch by 17-inch plans in PDF format. Hard copies will be produced to accommodate permit reviewing agency requests, as required.
- Schematic alignment layout will be identified by general dimensions from pavement edge or from right-of-way and easement lines. Available GIS data sets and aerial photography will be incorporated into plans.
- Client shall provide GIS files for; Waterworks, sewer, storm, traffic/interconnect, power meter locations, address points, public utilities, ROW/Parcel data and public utility easements.
- Conduit alignment profiles will be provided, if required
- Material specification and general construction details will be included on plan sheets
- Plans will include general-build notes with quantities so that the plans are considered "biddable".
- Plans will be signed and sealed by a registered professional engineer.
- Olsson will attend a virtual kick-off meeting and weekly progress meetings by conference call, unless in-person meetings are requested by Client
- Traffic control plans will be provided, if required
- A non-disclosure agreement is not required by Client
- The conduit design environment is chosen by Olsson
- Project stationing is not required for portions on City property. Iowa DOT permits will have stationing files provided by the State.
- A design locate within the project boundaries will be performed to identify existing utilities.
- All project invoicing will be uploaded via Clients' SharePoint website
- The Clients' project number will be used on all correspondence
- Drop conduit shall be designed to be within 4' of the existing power meter
- Olsson Construction Support will work 40-hour weeks.
- Olsson will post plan sets at an online plan room in accordance with Iowa Code.
- Each easement exhibit includes up to two (2)-hours of survey crew time to recover existing property corner monuments, if necessary.
- Each easement exhibit includes one (1) round of City comments.
- The proposed utility line and easement lines will be provided by the project engineer.
- The City will be responsible for preparing and recording the easement conveyance document.
- 5% of parcels passed will be require GPS collection and easement documentation.
- The Contractor shall provide one hard copy and one electronic file of the completed SWPPP and permit approvals to the City.
- A UAV daily rate will be expensed when the UAV is used to create aerial imagery or for construction inspection.

EXCLUSIONS

- If environmental impacts/design constraints are discovered on the current, proposed route and Client preference is to maintain this route, Olsson will coordinate with Client for additional services.
- Topographic survey for head-end building(s) is not included in this Scope of Services. If topographic survey is required for specific permits, Olsson will coordinate with Client for additional services.
- Topographic survey for existing utilities is not included in this Scope of Services. If topographic survey is required for specific permits, Olsson will coordinate with Client for additional services.
- Erosion control design, NPDES permitting, and/or SWPPP permitting is not included in this Scope of Services. If required, this will be the responsibility of Contractor.
- US Corps of Engineers (USACE) Levee Critical Area permitting is not included in this Scope of Services. If Levee Critical permitting is required for Project, Olsson will coordinate with Client for additional services.
- Additional permitting requirements beyond those noted in Section 2.5 of this Scope of Services
- Fiber splicing diagrams, building entrance/equipment design, or fiber termination diagrams
- Any DCS conduit installed after the segment due date will not be inspected within this scope/fee. If additional construction inspection is required, client will need to request new scope/fee.
- Any property damage between the contractor and the property owner is to be managed by the City.
- Railroad property right fees associated with Hawkeye Land Management.
- GPS collection and easement documentation scope/fee does not include; setting easement, property, or section corner monuments, resolving property line discrepancies or exhaustive corner monument searches, title research or depiction of existing easements, staking location of easement, surveying existing site conditions and filing fees.
- No City permit fees.

ATTACHMENT 2

PROJECT SCHEDULE

Task Name	Duration	Start	Finish
+ Segment 4 - Phase 1	**513d**	**09/11/20**	**08/31/22**
- Segment 4 - Phase 2	**444d**	**12/17/20**	**08/31/22**
- Engineering	87d	12/17/20	04/16/21
Notice to Proceed	0	12/17/20	12/17/20
60% Plans Due	37d	12/17/20	02/05/21
90% Plans Due	25d	02/08/21	03/12/21
100% Plans Due	25d	03/15/21	04/16/21
+ Construction	247d	09/20/21	08/31/22
- Segment 4 - Phase 3	**486d**	**12/17/20**	**10/28/22**
- Engineering	97d	12/17/20	04/30/21
Notice to Proceed	0	12/17/20	12/17/20
60% Plans Due	47d	12/17/20	02/19/21
90% Plans Due	25d	02/22/21	03/26/21
100% Plans Due	25d	03/29/21	04/30/21
+ Construction	279d	10/04/21	10/28/22
- Segment 4 - Phase 4	**486d**	**12/17/20**	**10/28/22**
- Engineering	107d	12/17/20	05/14/21
Notice to Proceed	0	12/17/20	12/17/20
60% Plans Due	57d	12/17/20	03/05/21
90% Plans Due	25d	03/08/21	04/09/21
100% Plans Due	25d	04/12/21	05/14/21
+ Construction	249d	11/15/21	10/28/22

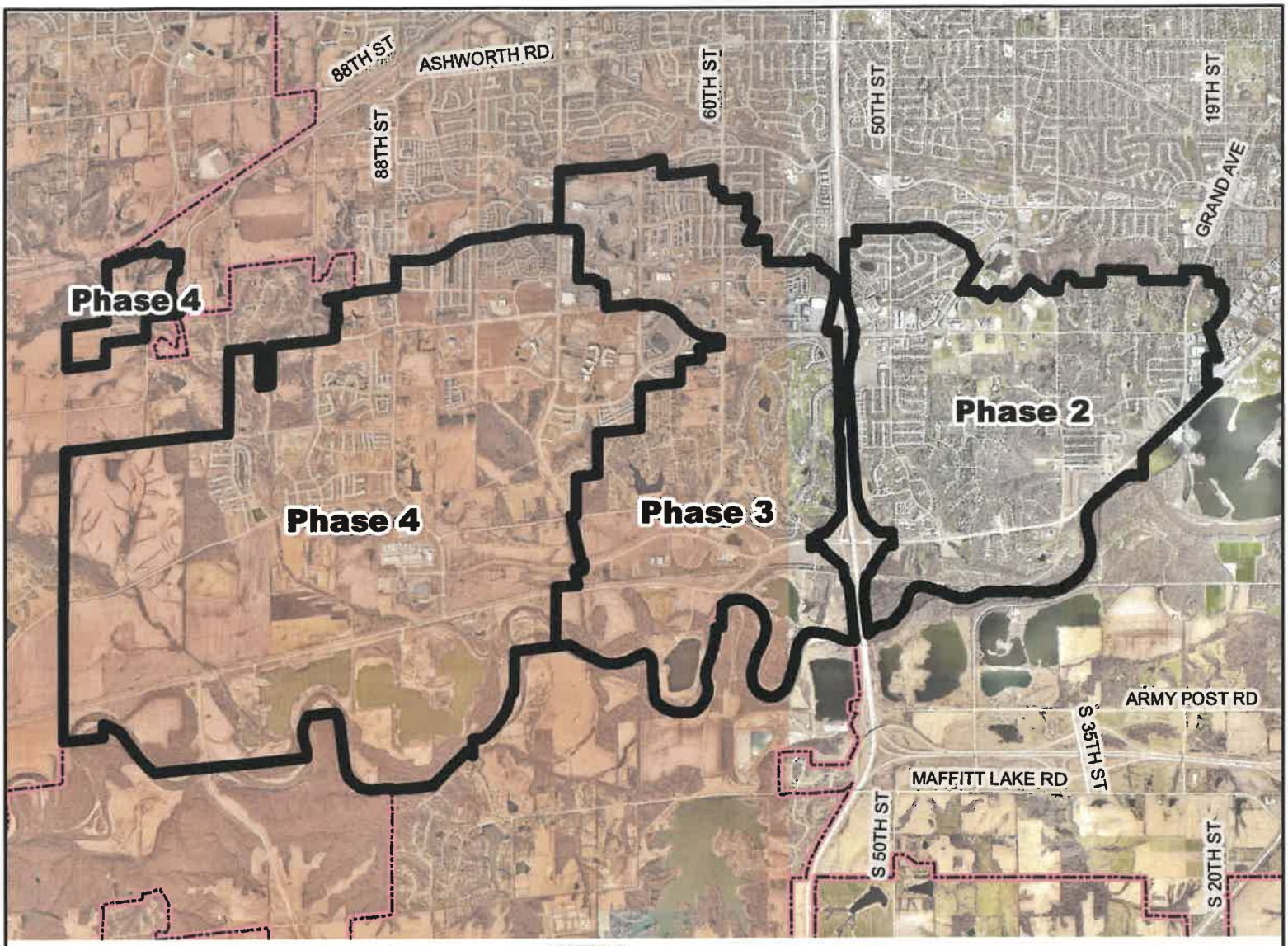
ATTACHMENT 3

SCHEDULE OF FEES

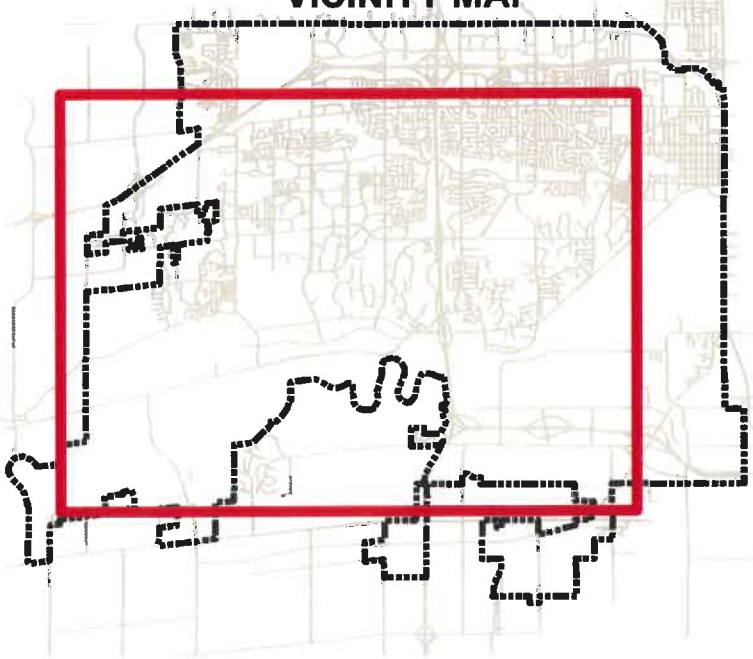
DIGITAL ENTERPRISE - SEGMENT 4 - PHASE 2				House Pass		2934
PHASE	DESCRIPTION					
100	Basic Services of the Consultant	Unit	Cost/Unit	# of Units	Fee	
	Environmental and Permitting Review	LS	$ 10,000.00	1	$	10,000.00
	Digital Enterprise Conduit Data Collection, Design and Permitting	House Pass	$ 105.00	2,934	$	308,070.00
	Digital Enterprise Conduit Asbuilts (PDF and GIS Shapefile)	House Pass	$ 7.00	2,934	$	20,538.00
	GPS collection, Easement Documentation and UAV Survey (new developments)	House Pass	$ 650.00	75	$	48,750.00
	Railroad Permit Fees	Ea.	$ 1,000.00	2	$	2,000.00
				Subtotal	*$*	*389,358.00*
	Project Management (10% of Subtotal)	LS	-	-	$	38,935.80
				Phase Total	*$*	*428,293.80*

DIGITAL ENTERPRISE - SEGMENT 4 - PHASE 3				House Pass		2985
PHASE	DESCRIPTION					
100	Basic Services of the Consultant	Unit	Cost/Unit	# of Units	Fee	
	Environmental and Permitting Review	LS	$ 10,000.00	1	$	10,000.00
	Digital Enterprise Conduit Data Collection, Design and Permitting	House Pass	$ 105.00	2,985	$	313,425.00
	Digital Enterprise Conduit Asbuilts (PDF and GIS Shapefile)	House Pass	$ 7.00	2,985	$	20,895.00
	GPS collection, Easement Documentation and UAV Survey (New developments)	House Pass	$ 650.00	75	$	48,750.00
	Railroad Permit Fees	EA	$ 1,000.00	1	$	1,000.00
				Subtotal	*$*	*394,070.00*
	Project Management (10% of Subtotal)	LS	-	-	$	39,407.00
				Phase Total	*$*	*433,477.00*

DIGITAL ENTERPRISE - SEGMENT 4 - PHASE 4				House Pass		3711
PHASE	DESCRIPTION					
100	Basic Services of the Consultant	Unit	Cost/Unit	# of Units	Fee	
	Environmental and Permitting Review	LS	$ 10,000.00	1	$	10,000.00
	Digital Enterprise Conduit Data Collection, Design and Permitting	House Pass	$ 105.00	3,711	$	389,655.00
	Digital Enterprise Conduit Asbuilts (PDF and GIS Shapefile)	House Pass	$ 7.00	3,711	$	25,977.00
	GPS collection, Easement Documentation and UAV Survey (new developments)	House Pass	$ 650.00	100	$	65,000.00
	Railroad Permit Fees	Ea.	$ 1,000.00	2	$	2,000.00
				Subtotal	*$*	*492,632.00*
	Project Management (10% of Subtotal)	LS	-	-	$	49,263.20
				Phase Total	*$*	*541,895.20*
				Amendment Total	*$*	*1,403,666.00*



VICINITY MAP



LEGEND

PROJECT LOCATION

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THE CITY OF WEST DES MOINES

PROJECT:

West Des Moines Digital Enterprise Segment 4 Phase 2, 3, & 4

LOCATION: **Exhibit "A"**

DRAWN BY: BJM	DATE: 12/1/2020	PROJECT NUMBER/NAME: 0510-060-2020	SHT. 1 of 1