CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: November 18, 2024

ITEM:

Motion – Approving Amendment No. 2 to Professional Services Agreement
Grand Avenue Reconstruction – I-35 to South 60th Street

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of $865,000.00 for Basic Services of the Consultant. Amendment No. 1 increased the Basic Services of the Consultant by $35,000.00. Amendment No. 2 adds Resident Consultant Services at $640,000.00. The new maximum not-to-exceed fee thus becomes $1,540,000.00. All costs for these services can be paid from account no. 500.000.000.5250.495 using Tax Increment Financing (TIF) revenue collected from within the Mills Urban Renewal Area TIF.

BACKGROUND:

Kirkham Michael & Associates, Inc. is working under an existing Agreement dated August 15, 2022, to perform the professional services necessary for reconstruction of Grand Avenue from I-35 to South 60th Street. The project involves reconstruction of Grand Avenue from an existing 3-lane undivided roadway section to a 6-lane divided roadway section, including a shared use path on the south side of Grand Avenue and traffic signals at Raccoon River Drive and South 60th Street. Order Construction for the Grand Avenue Reconstruction project was approved at the November 4, 2024 City Council meeting. The bid letting for the project is scheduled for November 20, 2024. Awarding of a construction contract will be presented to City Council for consideration on December 2, 2024. Construction of the project will take place throughout much of the 2025 construction season and well into the 2026 construction season. One lane of traffic will be maintained on Grand Avenue throughout most of construction.

Amendment No. 1 was approved by City Council on August 21, 2023 and included additional Basic Services of the Consultant to perform additional requested hydraulic analyses.

Amendment No. 2 adds Resident Consultant Services consisting of construction administration, construction observation, and project closeout. Often times City Staff present the Resident Consultant Services scope of work along with the approval of the initial Professional Services Agreement, but due to the unknown funding source for this project at the time of the approval for the initial Professional Services Agreement, City Staff elected to defer including any Resident Consultant Services until the scope of the project was more clearly defined and the funding and timeline of the project were known.

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.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 2 to Professional Services Agreement for Grand Avenue Reconstruction – I-35 to South 60th Street.

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	Greta Truman, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	November 11, 2024		
Recommendation	**Yes**	No	Split

AMENDMENT NO. 2
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 18th day of November, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and KIRKHAM MICHAEL & ASSOCIATES, INC., (Fed. I.D. #47-0365085), 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 August 15, 2022 as follows:

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for the Grand Avenue Reconstruction – West of I-35 to South 60th Street (Project No. 0510-035-2022), Attachment 1 are amended as follows:

ADD SECTION II: RESIDENT CONSULTANT SERVICES

General:

The Consultant will provide construction observation services. This section does not include providing field-testing of construction materials incorporated into the project nor preparing written reports that document compliance or non-compliance of construction materials. All materials testing shall be provided by another consultant contracted with the City.

Task 1: Construction Consultation / Record Drawings

1.1 Construction Consultation

1.1.1 The Consultant will respond to information requests from the Contractor during construction of the project.

1.1.2 The Consultant will review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the project and conformance with the information given in the contract documents. The Consultant will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant will have authority to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing, and approvals required.

1.1.3 The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the plans, and the Consultant shall keep the City informed of the progress of the work.

1.1.4 The Consultant shall issue necessary interpretations and clarifications of the plans and in connection therewith, prepare change orders as required. The Consultant shall review and make recommendations regarding contractor progress payments. Such recommendations of payment will constitute a representation to the City based on such observations and review that the work has progressed to the point indicated, and

that, to the best of the Consultant's knowledge, information, and belief, quality of work is in accordance with the Plans.

1.1.5 The Consultant shall continue to administer the project SharePoint site throughout the entirety of contract.

1.2 Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures that deviate from plan drawings. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observation. The Consultant shall provide the City with one (1) reproducible copy of the record drawings. The Consultant shall also provide GPS data for all as-constructed improvements to sanitary sewer and storm sewer infrastructure.

Task 2: Construction Observation

2.1 The Consultant shall provide part-time resident observation of the construction work by a full-time staff member of the Consultant. The Consultant shall observe the performance of construction work and advise the Contractor and the city of non-complying work or materials incorporated into the project. All materials testing shall be provided by a consultant contracted with the City. The Consultant to provide minutes of all progress meetings.

Task 3: Final Inspections and Project Close-Out

3.1 The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

TASK 4: Audits / Final Closeout

4.1 Audits / Final Closeout
The Consultant will update notes, record drawings (if required) and other materials documenting the project construction, and provide materials as required by the City, as final records of the work. The Consultant will work with the City to resolve items in question or dispute in order to document satisfactory completion of the project.

2. SCHEDULE

The project schedule of the professional services as described in the original Agreement, Attachment 2 remains unchanged. The project schedule of the professional services as described in this attachment are dependent upon the bidding/construction schedule. Construction is expected to begin in Spring 2025 and extend through Fall 2026.

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	$865,000.00	$35,000.00	$0.00	$900,000.00
II. Resident Consultant Services	$0.00	$0.00	$640,000.00	$640,000.00
Total Services	**$865,000.00**	**$35,000.00**	**$640,000.00**	**$1,540,000.00**

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.

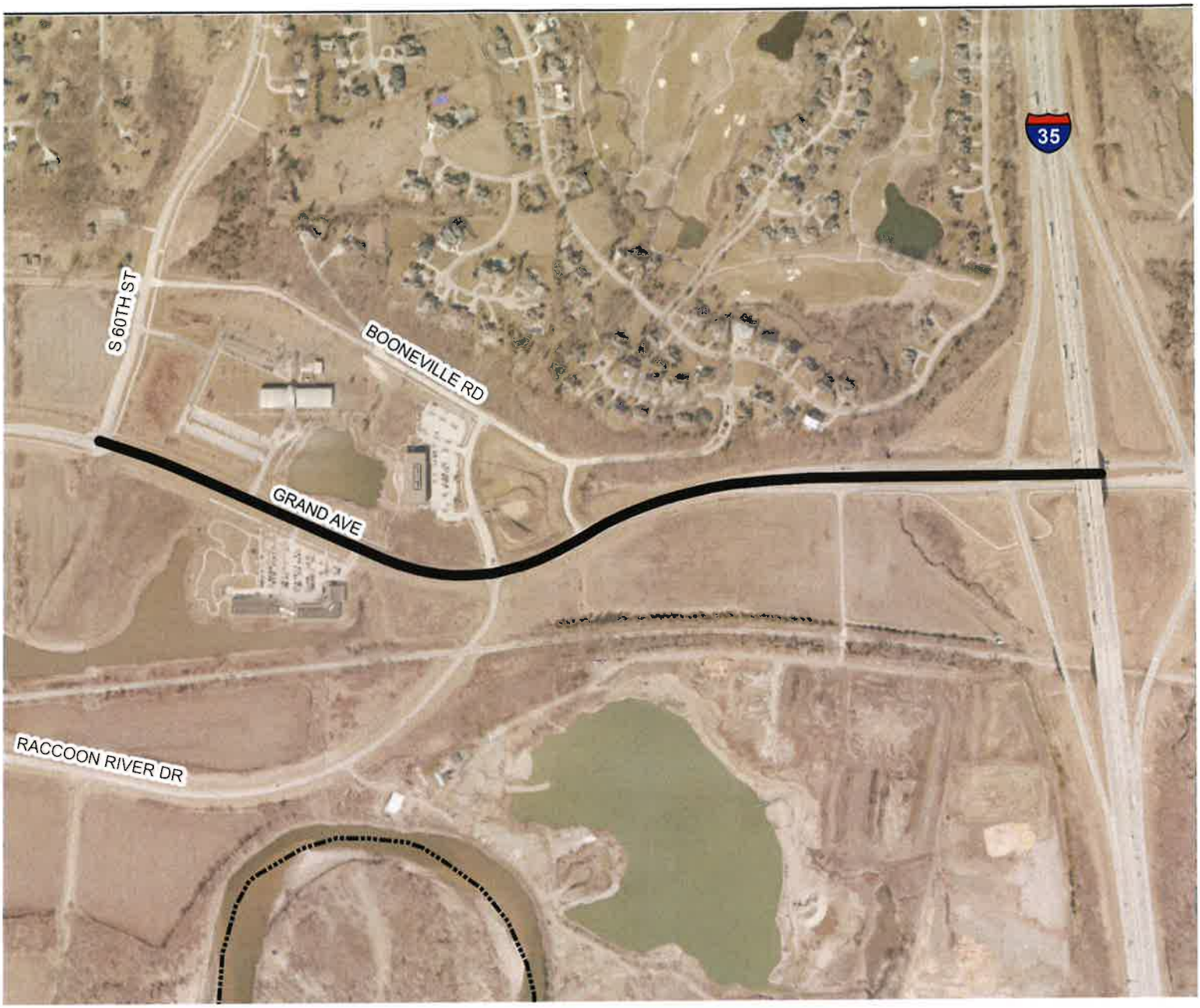
KIRKHAM MICHAEL & ASSOCIATES, INC.

Digitally signed by Greg Cabalka
Date: 2024.11.11 13:29:40 -06'00'

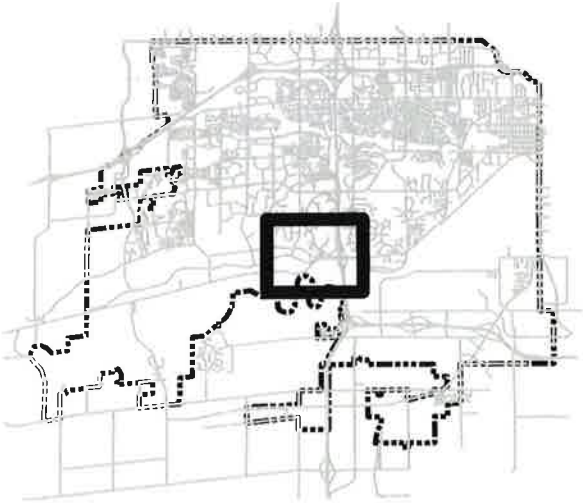
BY: _____
Greg Cabalka, Vice President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION

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THE CITY OF WEST DES MOINES

PROJECT:

Grand Avenue Reconstruction, West of I-35 to South 60th Street

LOCATION: **Exhibit 'A'**

DRAWN BY: JPM	DATE: 1/16/2024	PROJECT NUMBER/NAME: 0510-035-2022	SHT. 1 of 1