

★ Roll Call Number

21-1794

Agenda Item Number

10

Date December 6, 2021

APPROVING SUPPLEMENTAL AGREEMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH KIRKHAM, MICHAEL & ASSOCIATES, INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR INGERSOLL AVENUE STREETScape – 31st STREET TO MARTIN LUTHER KING JR. PARKWAY, FOR AN AMOUNT NOT TO EXCEED \$436,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That Supplemental Agreement No. 3 between the City of Des Moines and Kirkham, Michael & Associates, Inc., Michael S. Olson, P.E., President, 12700 West Dodge Road, Omaha, Nebraska, for an additional amount not to exceed \$436,000, based on hourly labor rates and reimbursable costs, to provide additional professional services for Ingersoll Avenue Streetscape – 31st Street to Martin Luther King Jr. Parkway, a copy of which is on file in the office of the City Clerk, is hereby approved as to form and content.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, said Supplemental Agreement No. 3 for and on behalf of the City of Des Moines, Iowa.

(Council Letter Number 21-522 attached) Activity ID 01-2019-006

Moved by Gatto to adopt.

FORM APPROVED: s/Kathleen Vanderpool Kathleen Vanderpool Deputy City Attorney

SLN PW Funding Source: 2021-2022 CIP, Page 128, Ingersoll Streetscape, ST276, TIF Bonds

Table with 5 columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, and TOTAL.

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED J. M. Frankin Cownie Mayor

[Signature of P. Kay Cmelik]

City Clerk

CITY OF DES MOINES
SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES
INGERSOLL AVENUE STREETScape (31st STREET - MLK JR. PARKWAY)
Activity ID 01-2019-006

WHEREAS, on January 4, 2019, by Roll Call No. 19-0016, the City of Des Moines, Iowa, hereinafter referred to as the "City", and Kirkham Michael & Associates, Inc., Michael S. Olson, P.E., President, 12700 West Dodge Road, Omaha, NE, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (the Agreement) in connection with the Ingersoll Avenue Streetscape (31st Street to MLK Jr. Parkway) Preliminary Design and Phase 1 Final Design, not to exceed \$525,000; and

WHEREAS on May 4, 2020, by Roll Call No. 20-0734, the City and consultant entered into Supplemental Agreement No. 1 for Ingersoll Avenue Streetscape (31st Street to MLK Jr. Parkway) Phase 1 Final Design, Letting, Construction Administration and Construction Inspection Services and Ingersoll Avenue Streetscape (31st Street to MLK Jr. Parkway) Phase 2 Final Design, not to exceed \$450,000; and

WHEREAS on December 21, 2020, by Roll Call No. 20-2085, the City and consultant entered into Supplemental Agreement No. 2 for Ingersoll Avenue Streetscape (31st Street to MLK Jr. Parkway) Phase 2 Construction Phase Services and Ingersoll Avenue Streetscape (31st Street to MLK Jr. Parkway) Phase 3 Final Design, not to exceed \$485,000; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 3 for additional professional services with the Consultant for Ingersoll Avenue Streetscape (31st Street to MLK Jr. Parkway) Phase 3 Construction Phase Services and Ingersoll Avenue Streetscape (31st Street to MLK Jr. Parkway) Phase 4 Preliminary and Final Design;

NOW, THEREFORE, IT IS MUTUALLY AGREED, that the Agreement for Professional Services, Ingersoll Avenue Streetscape (31st Street to MLK Jr. Parkway) is amended as follows:

SECTION 2 - SCOPE OF SERVICES, Paragraph A, SERVICES PROVIDED BY CONSULTANT, is amended by adding the following:

"Consultant shall provide additional preliminary design, final design, construction administration, construction observation, and construction staking services as set forth in Attachment 1 to this Supplemental Agreement."

SECTION 3 – COMPENSATION, Paragraph A, is amended by adding the following:

"Compensation for services under this Supplemental Agreement shall be in accordance with the terms of said original Professional Services Agreement for an additional not-to-exceed amount of \$436,000 to be paid on the basis of the Consultant's hourly labor rates and reimbursable costs shown in Attachment 2 to this Supplemental Agreement."

SECTION 4 – COMPLETION OF WORK, is amended by adding the following:

"The Consultant shall complete all services outlined in Supplemental Agreement No. 3 on or before January 1, 2023, providing no unforeseen delays are experienced beyond the control of the Consultant."

BE IT FURTHER AGREED, that all other terms and conditions of the original January 14, 2019 Agreement, as amended, shall remain in full effect except as modified by this Supplemental Agreement No. 3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 6th day of December, 2021.

CITY OF DES MOINES, IOWA




T.M. Franklin Cownie, Mayor

KIRKHAM, MICHAEL & ASSOCIATES, INC.



Scott M. Almeida, Vice President

Form Approved:



Kathleen Vanderpool, Deputy City Attorney

Attest:



P. Kay Cmelik, City Clerk

**ATTACHMENT 1
SCOPE OF SERVICES
FOR
CITY OF DES MOINES
AGREEMENT FOR PROFESSIONAL SERVICES
INGERSOLL STREETSCAPE – PHASE 3 CONSTRUCTION PHASE SERVICES
AND PHASE 4 PRELIMINARY & FINAL DESIGN
Activity ID 01-2019-006**

The Scope of Services to be performed by the **CONSULTANT** shall include the services and supplies to complete the following tasks:

Project Objective: Bury Overhead Utilities, Complete Streetscaping Construction

1. Construction Phase Services for Phase 3 (South half of Ingersoll from 28th St. to ML King Jr. Pkwy.)
2. Preliminary & Final Design of Phase 4 (Entire width of Ingersoll from 31st St. to 28th St.)

The **CONSULTANT** shall perform Contract Management, Project Coordination, Survey and Data Collection, Conceptual Design, Plan Design Development, Letting Phase Services, and Construction Phase Services as described below:

CONTRACT MANAGEMENT

A. Monitoring Project Schedule

The **CONSULTANT** shall prepare and submit monthly email updates (1-page), outlining the following activities during the reporting period: activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the **CONSULTANT** shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the **CITY** with a desired response date noted to avoid delay of the **CONSULTANT**'s services.

B. Monitoring Project Scope

The **CONSULTANT** shall provide task identification, scheduling, task assignment, relating all tasks to the others, and coordination with all entities associated with the project. The **CONSULTANT** shall inform the **CITY** of any services required which may not be included in the scope of services contract approved by the **CITY** for this project. It shall be the responsibility of the **CONSULTANT** to make the **CITY** aware of any potential amendments to the contract before the services are rendered. This notice shall occur prior to any extra services being performed. Only those services included in the Agreement or added by Supplemental Agreement, executed by both parties, shall be eligible for compensation.

C. Quality Control Plan

The **CONSULTANT** shall establish review and checking procedures for project deliverables and designate responsibility for implementation of the plan.

D. Invoice Processing and Review

The **CONSULTANT** shall create, process, and review invoices to ensure they meet **CITY** standards and all necessary information is included. Coordinate with **CITY** staff, as necessary, and answer any questions. The **CONSULTANT** shall verify percent work complete on project is in line with percent billed including all other general project administration necessary to complete the project.

PROJECT COORDINATION

A. Project Review Meetings

The **CONSULTANT** shall meet with the **CITY** or its designated representative to review progress and to discuss specific elements of the project design. The meetings shall serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The **CONSULTANT** shall document and distribute minutes for all meetings.

The following meetings are included with the scope of work:

1. Monthly Progress Meetings
2. Check Design (90% level)

B. Utility Coordination

The **CONSULTANT** shall contact Iowa One Call through the Design Request System to obtain locations of underground utility facilities within the project limits. The **CONSULTANT** shall contact the owners/operators of the underground utility facilities within the project limits to obtain information on the facilities and establish coordinates and elevations (if possible) for utilities that fall within the limits of the project.

The **CONSULTANT** shall field locate visible valves and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities shall be incorporated into the project through map requests to the utility companies and drawn into the design file. This work shall be considered survey quality level "B", per CI/ASCE 38-02. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes).

At a minimum, the **CONSULTANT** shall meet with utilities to advise the nature and extent of the proposed improvements and any potential conflicts during the Check Plans (90%) phase. It is anticipated that there will be two (2) meetings with representatives of the various utility companies. The **CONSULTANT** shall distribute Final Plans to all potentially impacted utilities. The **CONSULTANT** shall keep a record log of all communications and correspondence with each utility company and provide the record log to the City prior to preconstruction conference.

The **CONSULTANT** shall coordinate water main replacement within the project limits with Des Moines Water Works (DMWW) and incorporate water main plans provided by DMWW in preliminary and final plans.

In the event of a potential conflict, the **CONSULTANT** shall obtain potholes to verify the elevation of the existing utility in conflict. The **CONSULTANT** shall obtain critical locations using hydro-excavating (potholing). Traffic control and survey will be required to facilitate this task. This Scope of Services includes fifteen (15) pothole locations to determine utility location that meets quality level "A", per CI/ASCE 38-02.

C. Sanitary Sewer Services

In the event of a potential conflict, the **CONSULTANT** shall obtain the location and elevation of sanitary sewer services. The **CITY** shall provide television reports for existing sanitary sewer mains.

D. Public Transit Coordination

The **CONSULTANT** shall attend meetings with Des Moines Area Regional Transit (DART) to address specific design development elements, prepare minutes of meetings, and keep documentation of other communications. It is anticipated that there will be one (1) meeting with representatives of DART. The first meeting shall be to review the conceptual design elements in preparation for preliminary design, and the second meeting shall be a final design review and coordination meeting.

E. Project Permitting

The **CONSULTANT** shall prepare and submit applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project, if necessary:

1. Iowa Department of Natural Resources (DNR) Sewer Construction Permit

Any fees for construction permits, licenses, or other costs associated with permits and approvals shall be paid by the CITY. The CONSULTANT shall provide technical criteria, written descriptions and design data for the CITY'S use in filing the applications for permits. The CONSULTANT shall prepare the permit applications and other documentation.

F. Public Participation and Involvement

The CONSULTANT shall develop a public participation and involvement Plan to be implemented and utilized throughout the design and construction of the project. The plan shall include public notices, one-on-one meetings and public meetings.

1. Property Owner Coordination – Public Notices

The following Public Notices are anticipated as part of this project:

- i. Public Meeting invitation letters
- ii. Incidental letters (e.g., tree removals, project schedule update)

The CITY shall provide the CONSULTANT templates for all letters, mailing address lists, and envelopes. The CONSULTANT shall prepare and mail all letters to Property Owners. Property Owners will be encouraged to respond directly to the CITY with comments and concerns. The CONSULTANT shall assist in tracking public comments and incorporate suggestions into the project, as appropriate.

2. Property Owner Coordination – Public Meetings

The CONSULTANT shall attend two (2) public informational meetings. The purpose of the meeting(s) shall be to provide an overview of the proposed improvements and potential impacts to surrounding properties. The CONSULTANT shall gather information from property owners, businesses, and stakeholders regarding project concerns, specific issues, and priorities. The CONSULTANT shall provide the following services:

- i. Participation in one (1) pre-planning meeting approximately one week prior to the public meeting.
- ii. Preparation of necessary maps showing the proposed improvements.
- iii. Preparation of a Project Fact Sheet (for attendees to take)
- iv. Attendance at and participation in public meeting.

3. One-on-One Meetings

The CONSULTANT recognizes that several stakeholders will be involved in this project. The CONSULTANT shall contact stakeholders to identify and address their concerns. Due to the potential impacts to landscaping elements and property access, one-on-one meetings with affected parties shall be anticipated outside of the public meeting(s) and may include on-site meetings, phone calls, and emails. The CONSULTANT shall document all correspondence with stakeholders and provide monthly updates to the CITY or as issues arise. It is anticipated the list of stakeholders will include, but is not limited to the following businesses and residents:

- i. "The Avenues" Self Supported Municipal Improvement District (SSMID)
- ii. All businesses and properties that are within or along this corridor

The CONSULTANT has allotted 40 hours for one-on-one meetings. If additional hours are required, the CONSULTANT shall submit a request for a Supplemental Agreement.

SURVEY AND DATA COLLECTION (PHASE 4)

A. Survey Control

The CONSULTANT shall use the following survey control for services under this Agreement:

1. Horizontal Control – State Coordinate System
2. Vertical Control – City of Des Moines Vertical Datum
3. U.S. Survey Feet

B. Topographic Survey

The CONSULTANT shall provide the CONSULTANT with topographic surveys required for the development of the project. Topographic surveys shall require detailed elevation information for proper construction

installation, including, but not limited to:

1. Full width of the Public right-of-way
2. Private properties as determined by the **CONSULTANT**
3. Driveway elevations where rehabilitation presents elevation concerns
4. Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs.
5. Sidewalk ramps and landings within the public right-of-way.
6. Fences, signs, buildings, retaining walls, etc.
7. Vegetation 4" diameter and larger
8. Utility appurtenances likely to be impacted by the project
9. Sanitary and storm sewer above ground structures and invert elevations

C. Additional Data Collection

1. Pavement Cores

The **CITY** shall provide any available existing pavement core data to the **CONSULTANT**.

2. Soil Borings

The **CONSULTANT** shall perform soil drilling to a depth of approximately 10' and perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the project. It is anticipated that 5 borings will be performed for the project.

Based upon the results of the geotechnical evaluation, the **CONSULTANT** shall prepare an engineering report that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report shall include the following:

- i. Computer generated boring logs with soil stratification based on visual soil classification.
- ii. Summarized laboratory data.
- iii. Groundwater levels observed during drilling and sampling.
- iv. Boring location plan.
- v. Subsurface exploration procedures.
- vi. Existing pavement thicknesses, if boring obtained in roadway.
- vii. Encountered soils conditions.
- viii. Soil subgrade parameters for pavement design.
- ix. Pavement thickness and design recommendations (design traffic required).
- x. Subgrade preparation/ earthwork recommendations.
- xi. Trench excavation considerations.
- xii. Infiltration rates for permeable pavement and green infrastructure.

The **CONSULTANT** shall provide the **CITY** with a PDF copy of the geotechnical report.

CONCEPTUAL DESIGN (PHASE 4)

A. Develop Design Criteria and Research

The **CONSULTANT** shall prepare design criteria to be used in developing conceptual design plans and specifications. Criteria shall conform to Statewide Urban Design and Specifications (SUDAS) and policies. The criteria to be addressed shall include:

1. Existing conditions
2. Confirm Design Criteria (roadway classification, speeds, typical section, cross slope, curb radii, etc.)
3. Pavement design recommendations
4. ADA sidewalk ramp compliance locations and needs
5. Potential surface and parkway drainage concerns
6. Utility structure deficiencies or impacts (manholes, intakes, valves, handholes, traffic signal equipment, etc.)
7. Conceptual construction staging concept
8. Property owner impacts: access, parkway grading, impacted landscaping, trees, mailboxes, driveway concerns, etc.
9. Estimated number of trees for removal

10. Recommendations
11. Alternative recommendations
12. Design Exceptions
13. Regulatory Permit Needs, if Required (NPDES, DNR water, DNR sewer, etc.)

B. Review of Multimodal Design

1. The **CONSULTANT** shall acquire the services of Toole Design Group, LLC for review of conceptual design to ensure compliance with national standards for multimodal transportation.

PLAN DESIGN DEVELOPMENT (PHASE 4)

A. Design Sheet Criteria

All plan sheets shall include the project Activity ID and Plan File Number. The **CITY** shall provide the **CONSULTANT** with a standard border and Title Sheet. The following Sheet Numbering System should generally be followed for this project:

- | | |
|-------------|--|
| A.01 | Title Sheet – to include: Project Title “Location-From-To-Description of Work”; Activity ID; Bid Date; location map; index of sheets; City of Des Moines Signature Block; Name, logo and phone number of engineering consultant; engineer’s certification block(s); Iowa One Call logo; Utility Contacts; Total Number of Sheets |
| A.02 | Symbol Legend |
| B-Sheets | Typical Cross Sections and Details |
| C-Sheets | Estimated Quantities, Tabulations, and General Notes |
| D.01 to D.X | Existing Conditions and Removals |
| D.X to D.X | Mainline Plan and Profile |
| E-Sheets | Side Street Plan and Profile |
| G-Sheets | Survey Sheets (including alignment coordinates, reference ties, benchmarks, and control) |
| H-Sheets | Right-of-Way Sheets |
| J-Sheets | Temporary Traffic Control, Staging, and Detours |
| K-Sheets | Pavement Markings and Signage Plan |
| L-Sheets | Geometric Details and Jointing Plan |
| M-Sheets | Storm Sewer and Sanitary Sewer Plan and Profile Sheets |
| N-Sheets | Traffic Signal Sheets |
| P-Sheets | Lighting Layout Sheets |
| O-Sheets | Water Main Plan and Profile Sheets |
| S-Sheets | Sidewalk Sheets (includes compliance tables) |
| U-Sheets | Special Details (unique to project and/or revised standard details) |
| V-Sheets | Bridge and Culvert Situation |
| W-Sheets | Mainline Cross Sections |
| X-Sheets | Side Street Cross Sections |

Page numbers may be modified, as necessary, to conform to Iowa DOT and/or SUDAS standards.

B. Preliminary Plans (60%)

1. Preliminary Plan Preparation

After review of the Conceptual Design and upon authorization from the **CITY**, the **CONSULTANT** shall proceed with the development of Preliminary Design Plans for the project lettings. Upon completion, the design plans shall be approximately 60% complete. The submittal of Preliminary Plans shall be completed on or before the outlined in the anticipated schedule below.

Preliminary Plans shall be completed to provide the **CITY** the detail necessary to evaluate and budget for ultimate project improvement goals and an understanding of property impacts. The criteria to be addressed shall include items listed on the Preliminary Plans (60%) Checklist. The following specific design items are to be included:

- i. Pavement reconstruction/rehabilitation limits and profile
- ii. Layout of sidewalk, including ADA compliant sidewalk ramp locations

- iii. Storm sewer system
- iv. Water main alignment
- v. Sanitary sewer system, including replacement of sanitary sewer services
- vi. Traffic signal improvements

2. Field Exam

A Field Exam shall be held with the CITY of Des Moines Project Manager to discuss key issues, design concepts, access control and traffic control/stage construction. The review shall determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design.

3. Deliverables

- i. *Electronic set of Preliminary (60%) Plans*
- ii. *Electronic copy of City conceptual design comments and how each comment was addressed*
- iii. *Preliminary Plan (60%) Checklist*

C. Check Plans (90%)

After review of the 60% Preliminary Plans and upon authorization from the CITY, the CONSULTANT shall proceed with the development of Check Plans. Upon completion, the design plans shall be approximately 90% complete. It is assumed that no geometric revisions to the roadway design will occur after the start of the development of the check plans. The submittal of Check Plans shall be completed on or before the date outlined in the anticipated schedule below

Check Plans shall be completed in preparation of the letting. The criteria to be addressed shall include items listed on the Check Plans (90%) Checklist. Plan set shall be biddable with only minor changes expected after this submittal.

1. Incorporate Comments from Preliminary Plan Review and Field Exam

The CONSULTANT shall respond to comments resulting from CITY Preliminary Plan (60%) Review and Field Exam. Recommended modifications shall be incorporated into the plan set.

2. Draft Special Provisions

The CONSULTANT shall submit any draft special provisions for the project.

3. Opinion of Probable Construction Cost

The CONSULTANT shall prepare an opinion of probable construction cost for the projects. The cost estimates shall be based on representative major project elements and recent bid information. The CONSULTANT shall budget and review bid items and quantities for associated with the project.

4. Deliverables

- i. *Electronic set of 90% plans*
- ii. *Electronic copy of City 60% design comments and how each comment was addressed*
- iii. *Opinion of Probable Construction Costs*
- iv. *Draft Special Provisions*
- v. *Check Plans (90%) Checklist*

D. Final Plans (100%)

After review of the 90% Check Plans and upon authorization from the CITY, the CONSULTANT shall proceed with the development of Final Plans for the project. Upon completion, the design plans shall be 100% complete. The submittal of final plans shall be completed on or before the date outlined in the anticipated schedule below.

1. Incorporate Comments from Check Plan Review

The CONSULTANT shall respond to comments resulting from the Check Plan Review. Recommended modifications shall be incorporated into the final plan set.

2. Final Special Provisions

The CONSULTANT shall submit final special provisions incorporating any comments resulting from the

Check Plan Review.

3. Opinion of Probable Construction Cost

The **CONSULTANT** shall prepare an opinion of probable construction cost for the project. The final cost opinion shall include all project elements. The published cost opinion should be rounded to the nearest \$1,000.

4. Deliverables

- i. *Complete set of Final Plans, in PDF format*
- ii. *Signed, sealed, and dated cover sheet, hardcopy*
- iii. *Final quantities and cost estimate, in Excel format*
- iv. *Special Provisions, in Word format*
- v. *All CADD drawings, in Microstation format with Iowa DOT symbology*
- vi. *Approved permits necessary for the project*

LETTING PHASE SERVICES (PHASE 3)

The work tasks to be performed or coordinated by the **CONSULTANT** during the Bid Period Services are based upon one bid letting and shall include the following:

A. Plan Clarification and Addenda

The bid letting shall be administered by the **CITY**. The **CONSULTANT** shall assist the **CITY** during the bid periods in answering questions regarding the design intent. The **CONSULTANT** shall address questions presented by the **CITY** and prepare addendum for distribution by the **CITY**, if required.

CONSTRUCTION PHASE SERVICES (PHASE 3)

A. CONSTRUCTION ADMINISTRATION

The **CONSULTANT** shall provide the following Construction Administration services:

1. Construction Meetings: The **CONSULTANT** shall coordinate and conduct construction progress meetings with the Contractor, **CITY**, other engineering consultants, and all interested parties to review the contract requirements, details of construction, utility conflicts and work schedule.
2. Shop Drawings - The **CONSULTANT** shall review the Contractor's shop drawings and other required submittals for compliance with the contract documents.
3. The **CONSULTANT** shall answer design interpretation questions from Engineer, Contractor and review agencies.
4. Contractor Payment Requests - The **CONSULTANT** shall assist the City with the preparation of progress payment applications submitted by the Contractor and, based upon its review of construction progress by on-site observation, shall make a recommendation to the Engineer for payment of the appropriate amount for work completed since the last payment application.
5. Change Orders - The **CONSULTANT** shall assist the City with the preparation of change orders for approval of the **CITY** prior to Contractor's start of work under the change order.
6. During the Construction Services Phase, the **CONSULTANT** shall confer with the **CITY** to report project status.
7. Final Inspection and Punch List; Final Acceptance - The **CONSULTANT** shall coordinate final inspection and prepare a punch list of items to be completed. On the basis of such inspection, the **CONSULTANT** shall determine if the project is substantially complete according to the plans and

specifications and shall make a recommendation to the Engineer regarding final payment. It is understood that the **CITY** will accept the project only after recommendation by the **CONSULTANT**.

8. **As-built Plans** – After construction work has been completed, the **CONSULTANT** shall submit plan mark-ups to the City which include notable changes to the project which were incorporated over the course of construction. Notable changes include type, size, and location of construction elements that vary from the contract documents. The **CITY** will develop the as-built plan using mark-ups and input from the **CONSULTANT**.

B. CONSTRUCTION OBSERVATION (PHASE 3)

1. The **CONSULTANT** shall provide a full-time onsite construction observer for the Project to ascertain the progress and quality of the work completed and to determine if the work is being performed in accordance with the Contract Documents. The **CONSULTANT** shall document construction activities in a daily report, bid item quantity logs, reports, and other forms as required to provide a complete and thorough record of the construction activities.

The Consultant shall include in the daily diary at a minimum the following records:

- Contractor's hours on the job site.
- Weather conditions.
- Information and data relative to questions of change orders or change conditions.
- List of job site visitors.
- Daily activities, decisions, and observations.

The construction observer shall conduct required on-site sampling and testing, make measurements of completed work in accordance with the method of measurement requirements of the Contract Documents, and record said measurements on a daily basis. The construction observer shall verify that all materials incorporated into the project have required certifications, tests and/or approvals, and that said materials conform to the requirements of Contract Documents to guard the City against defects and deficiencies in the work.

3. If the Contractor requests a waiver of any provisions of the plans and specifications, the **CONSULTANT** shall make a recommendation on the request to the **CITY** for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The **CITY** shall never be deemed to have authorized the **CONSULTANT** to consent to the use of defective workmanship or materials.

4. The **CONSULTANT** shall coordinate the acceptance testing and monitoring according to the specifications. The **CONSULTANT** shall perform on-site concrete testing and the **CITY** will pick up and break concrete samples. On-site soil density testing will be performed by the **CITY**.

5. **Notification of Nonconformance** - On the basis of on-site observations as a design professional, the **CONSULTANT** shall keep the **CITY** informed of the progress and quality of the Work and shall guard the **CITY** against defects and deficiencies in the Work. The **CONSULTANT** shall notify the **CITY** of any work which is unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the **CITY**, see that these recommendations are implemented by the Contractor.

C. CONSTRUCTION STAKING (PHASE 3)

1. The **CONSULTANT** shall provide construction staking for the Ingersoll Streetscape Phase 3 project. Activities shall include setting control, coordinating with the contractor, and providing construction stakes for all requested work items.

ANTICIPATED SCHEDULE

A. Anticipated Deadlines for Project Milestones

1. Phase 2 Construction Staking: March 2022 – November 2022
2. Phase 3 Commence Construction: March 2022
3. Phase 3 Complete Construction: June 2023
4. Phase 3 Check Plans (90%) submittal: September 2022
5. Phase 4 Final Plans (100%) submittal: November 2022
6. Phase 4 Bid Letting: December 2022
7. Phase 4 Contract Award: February 2023
8. Phase 4 Commence Construction: April 2023

Kirkham Michael (Iowa) 2021 Billing Rate Schedule by Classification	
KM Classification	2021 Billing Rate
Principal / Operations Manager	\$200.00
Engineering Manager	\$185.00
Principal Engineer	\$195.00
Senior Scientist / NEPA Specialist	\$155.00
Senior Engineer	\$155.00
Associate Engineer	\$140.00
Engineering Intern 1	\$105.00
Engineering Intern 2	\$115.00
Engineering Intern 3	\$125.00
Design Manager	\$140.00
Design Technician	\$90.00
CADD Technician	\$90.00
Licensed Surveyor	\$200.00
Senior Project Surveyor	\$135.00
Project Surveyor	\$115.00
Survey Crew Chief	\$105.00
Construction Engineer	\$135.00
Construction Manager	\$135.00
Senior Construction Observer	\$90.00
Assistant Construction Observer / Technician	\$85.00
Administrative	\$80.00