

ITEM #: 24
 DATE: 06-27-23
 DEPT: PW

COUNCIL ACTION FORM

SUBJECT: 2023/24 CAMPUSTOWN PUBLIC IMPROVEMENTS – (WELCH AVENUE AND CHAMBERLAIN PLACE)

BACKGROUND:

This project will utilize current repair and reconstruction techniques to restore structural integrity, serviceability, and rideability the 200-block of Welch Avenue. Project elements included in this program will involve sanitary sewer, storm sewer, water main, and roadway pavement improvements. This project will include replacing the existing 6” water main with a new 12” water main and replacing the existing 8” sanitary sewer with a new 12” main.

This project will also include multi-modal improvements by transitioning the dedicated bike lanes from the 100-block to on-street shared roadway from Chamberlain St to Knapp St. In addition to these improvements, an existing inclusive crosswalk at Chamberlain St and Welch Ave is also part of the project (alternative bids for more durable pavement markings will be sought).

On April 14, 2023, staff initiated a Request for Proposals process in accordance with the City’s purchasing policies for the 2023/24 Campustown Public Improvements. The professional services will provide the City with the design and development of plans and specifications for the improvements identified above.

Proposals for this work were received from six engineering firms by the deadline of May 12, 2023. The proposals were evaluated on their qualifications according to the following criteria: Project Understanding, Design Team/Key Personnel, Previous Experience, Project Approach, Responsiveness, Ability to perform work, Proposed project design/letting schedule, and Estimated Contract Cost for engineering services.

Listed below is the ranking information based on this evaluation:

Firm	Qualifications Based Points	Qualifications Based Rank	Fee	Total Points	Final Rank
MSA	338	1	\$ 101,225	345	1
WHKS	333	2	\$ 137,300	335	2
CGA	312	3	\$ 124,500	316	3
CDA	310	4	\$ 125,400	314	4
Kirkham Michael	296	6	\$ 65,000	306	5
ISG	300	5	\$ 144,670	301	6

After weighing the qualifications and estimated fees for these six firms, staff has negotiated a contract with MSA of Ankeny, Iowa. MSA scored highest based on qualifications and had the second lowest fee at \$101,225. Staff is confident that a contract with MSA will provide the best value for professional services considering the firms qualifications. MSA successfully completed the design of North Dakota Ave and Ontario St roadway and utility improvements, constructed in 2022.

PROGRAM BUDGET:

Funding Source	Available Revenue	Estimated Expenses
2023/24 Campustown Public Imp. (G.O. Bonds)	\$ 1,200,000	
2023/24 Water Utility Fund	400,000	
2023/24 Sewer Utility Fund	125,000	
Construction		\$ 1,465,000
MSA Engineering		101,225
Engineering Administration		158,775
TOTAL	\$ 1,725,000	\$ 1,725,000

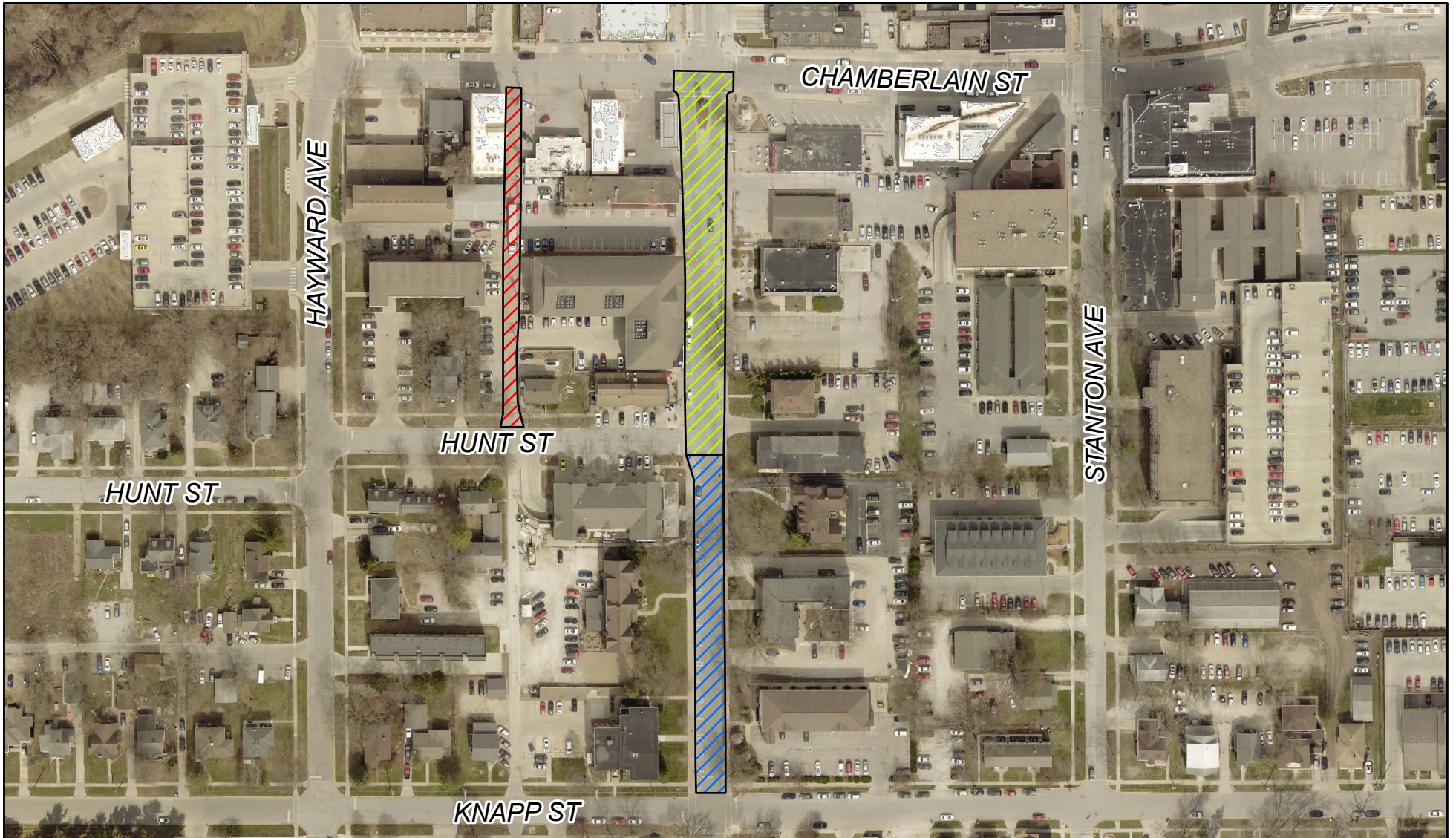
ALTERNATIVES:

1. Approve the professional services agreement for the 2023/24 Campustown Public Improvements Design Project with MSA of Ankeny, Iowa, in the amount not to exceed \$101,225.
2. Direct staff to negotiate an engineering agreement with another consulting firm.

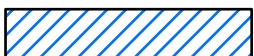
CITY MANAGER’S RECOMMENDED ACTION:

Based on staff’s evaluation using the above criteria, MSA will provide the best value to the City for professional services for the 2023/24 Campustown Public Improvements. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

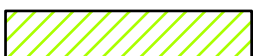
2023/24 Campustown Public Improvements



Pavement Improvements



Water Improvement (Only)



Pavement & Underground Improvements

Welch Avenue - Chamberlain St to Knapp St.
Chamberlain Place - Chamberlain St to Hunt St

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AGREEMENT FOR CONSULTING SERVICES

2023/24 Campustown Public Improvements

THIS AGREEMENT is made and entered into as of the _____, by and between the City of Ames, an Iowa Municipal Corporation, with offices located at Ames City Hall, Post Office Box 811, 515 Clark Avenue, Ames, Iowa 50010, hereinafter called "CITY", and MSA Professional Services, Inc., hereinafter called "CONSULTANT".

WITNESSETH:

WHEREAS, the City desires to retain professional services for the 2023/24 Campustown Public Improvements, and

WHEREAS, the Consultant represents that it is qualified to perform the services under this contract.

NOW, THEREFORE, and in consideration of mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. SCOPE OF WORK: The services to be performed by Consultant include preparation of documents or consultation on the items described in Exhibit "1", attached hereto and by this reference made a part hereof.
2. AMENDMENTS TO SCOPE OF WORK: There shall be no increase in the amount of payment, Scope of Work or Time of Performance as stated in this Agreement except by written amendment approved by the City.
3. CONSULTANT'S COMPENSATION AND METHOD OF PAYMENT: For the services listed below and described in Exhibit "1", Consultant shall be paid for the amount stated in Exhibit "2".
4. TIME OF PERFORMANCE: The Consultant agrees that it will diligently and responsibly pursue the performance of the services required of it by this Agreement for completion on or before June 1, 2024, as described in the schedule of milestone tasks set out in Exhibit "1".
5. COOPERATION BY CITY: All public information, data, reports, records, and maps as are existing, available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to the Consultant without charge by the City. The City shall cooperate with the Consultant in every way possible to facilitate, without undue delay, the work to be performed under this Agreement, including turnaround of reviews and approvals.

6. DESIGNATED REPRESENTATIVES: The following individuals are hereby designated as representatives of City and Consultant respectively to act as liaison between parties:

CITY

Hafiz Ibrahim
Project Manager

CONSULTANT

Andrew Inhelder
Project Manager

Hafiz Ibrahim shall be the Project Manager in charge of monitoring performance by the Consultant, and shall be responsible for review of all work products prepared by Consultant. Any change in designated representatives shall be promptly reported to the other party in order to insure proper coordination.

7. STANDARDS OF PERFORMANCE. Consultant shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments while performing the services described herein in a good, skillful, and professional manner.
8. OWNERSHIP OF DOCUMENTS: All reports, files, drawings, and other material prepared under this Agreement shall become the property of the City. Notwithstanding the forgoing, the work of the Consultant is intended for use only on the subject project. Any reuse of the documents on any other project shall be at Owner's sole risk.
9. PERSONNEL AND ASSIGNMENT: Consultant represents that it has all personnel required to perform the services under this agreement. Consultant's personnel shall not be employed by, nor have any direct contractual relationship with the City. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. The Consultant shall not assign the performance of the Agreement nor any part thereof without the prior written consent of the City.
10. AUTHORITY OF CONSULTANT: Consultant shall be an independent contractor and shall not incur or have the power to incur, any debt obligation, or liability whatever against the City, or bind the City in any manner. Consultant shall not disseminate any information or reports without the prior approval of the City in writing.
11. CONSULTANT'S ACCOUNTING RECORDS: Records of the Consultant's direct personnel, sub-consultants, and reimbursable and other expenses pertaining to the work and records of accounts between City and consultants shall be kept on a generally recognized standard accounting basis and shall be available to City or its authorized representatives at mutually convenient times.

12. TERMINATION: Either party may terminate this Agreement, with cause, upon thirty (30) days written notice to the other. In the event of such termination, Consultant shall be compensated for all services performed and expenses incurred to the date of termination. Such compensation shall be paid within thirty (30) days of termination. In no event shall the amount due exceed the amount set forth in Exhibit "2". In the event of disagreement as to a portion of an amount claimed to be owed to the Consultant, the amount not in dispute shall be remitted promptly and the parties shall attempt to resolve their differences with respect to any remaining amounts.
13. NOTICE: Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by mail addressed to the City at: Ames City Hall, P.O. Box 811, 515 Clark Avenue, Ames, Iowa 50010, or to the Consultant at: 1555 SE Delaware Ave, Suite F, Ankeny, IA 50021, unless or until a different address may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office, postage paid. This shall be valid and sufficient notice for all purposes.
14. CONFLICT OF INTEREST: Consultant represents and agrees the Consultant has not employed any person to solicit or procure this Agreement, and has not made, and will not make, any payment or any agreement for payment of any commission, percentage, brokerage, contingent fees, or other compensation in connection with the procurement of this Agreement.
15. INDEMNIFICATION: Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful actions or omissions of the other party, employees, agents or contractors performing under this Agreement.
16. WORKER'S COMPENSATION: Consultant agrees to provide the necessary Worker's Compensation insurance at Consultant's own cost and expense for itself and any employees employed by Consultant. Consultant, and consulting agent and employees in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
17. NON-DISCRIMINATION: During the performance of the Agreement, the Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, disability, gender identity, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
18. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties. This Agreement supersedes any and all prior negotiations, representation, or agreements, either written or oral. Any amendments to or clarification necessary to this Agreement shall be in writing and acknowledged by all parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

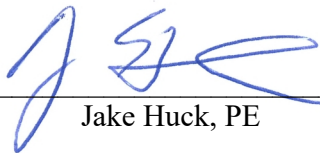
CITY OF AMES, IOWA

CONSULTANT

By: _____

By: 
Andrew Inhelder, PE

Attest by:

By: 
Jake Huck, PE

Agreement for Consulting Services

PROJECT DESCRIPTION

The project consists of full road reconstruction of Welch Ave from Chamberlain St to Hunt St and reconstruction of Chamberlain Pl (alley) from Chamberlain St to Hunt St – an approximate total length of 860 feet. The project includes storm sewer improvements and sanitary sewer replacement along Welch Ave from Chamberlain St to Hunt St and water main replacement along Welch Ave from Chamberlain St to Knapp St. Project will generally include:

1. Road reconstruction of the same width as existing along Welch Ave, including curb and gutter along the said route.
 - a. Project will not include sidewalk or driveways unless necessary from a grading perspective to replace pavement or condition of existing driveway warrants replacement.
 - b. All curb ramps will be removed and replaced according to ADA guidelines.
2. Road reconstruction of the same width as existing along Chamberlain Pl.
3. Reconstruction of sanitary sewer along Welch Ave from Chamberlain St to Hunt St.
 - a. Route of new sanitary sewer to be determined after topographic survey.
4. Storm water modeling to identify needed intake spacing and design.
 - a. Review of storm sewer televising provided by City for damage/repairs needed.
5. Reconstruction of water main along Welch Ave from Chamberlain St to Knapp St.
 - a. Analysis of installation method will be performed (i.e. trenched vs trenchless).
 - b. Construction of water main shall follow Iowa DNR Requirements.
 - i. There is a known LUST site at the southwest corner of the intersection of Welch Ave & Chamberlain St. Water main installation and materials will follow DNR Requirements while within the LUST Plume area.
 - c. Water main along Chamberlain Pl will be reviewed for potential routing. City to determine if installation fits within identified budget constraints.
6. Review of existing radii at the intersection of Welch Ave and Hunt St to potentially improve pedestrian route alignment.
7. Review and design of bike lanes at the intersection of Welch Ave and Chamberlain St to direct bicyclists in a safe manner through the intersection.
8. Review, design, and coordination with City Staff of inclusive crosswalk at the intersection of Welch Ave and Chamberlain St.
9. Coordination with CyRide, Campustown Action Association, local businesses, and residents adjacent to the project limits to determine impacts on design and staging of project during construction.
10. Permitting applications for water and sanitary construction through the DNR.
11. Project is being funded with a combination of General Obligation Bonds water utility funds and sewer utility funds.
12. Project will follow City of Ames & SUDAS design standards.
13. Project will be let locally by City of Ames.
14. Streetlights are planned to be removed and replaced by City of Ames Electrical Department during project construction. City of Ames Electrical Department will provide light foundation details to be included in the project. Locations of pole bases to be determined by City during design.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Project Management & Administration

- Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.

- **Quality Assurance/Quality Control**

- Employ documented quality-assurance/quality-control procedures throughout project.

2. Data Collection, Field Surveys

- Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
- Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
- Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
- Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.

3. Utility Coordination & Permitting

- Utility Coordination and Communication

- Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
- Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
- Provide utility companies with preliminary and final plans for the project.
- Invite utilities to pre-construction meeting.

- Agency Coordination

- Coordinate with Iowa DNR on necessary permitting in regard to the Water System and Sanitary System improvements.

- Permits: Prepare permit application and required attachments for:

- Iowa DNR:
 - Water System Improvements
 - Sanitary Sewer Improvements

4. Preliminary Road Design

- **Preliminary Design**

- Sanitary Sewer Design: Review owner provided televising videos of existing sanitary sewer system within the project limits. Determine necessary areas for spot repair locations. Prepare construction details.
- Water Design: Develop horizontal and vertical alignments for water mains. Determine valve, hydrant, service and connection locations. Prepare construction details.
 - Evaluate construction methods for water main, trenched vs trenchless.
- Roadway Design: Develop horizontal and vertical alignments for roadway, curb and gutter, and sidewalk. Prepare pavement design, typical section, cross sections and construction details. Proposed roadway is anticipated to follow existing horizontal and vertical alignments and roadway width.
 - Welch Ave is anticipated to be reconstructed from back of curb to back of curb.

**EXHIBIT 1 & 2:
SCOPE OF SERVICES & FEE SUMMARY**

- Chamberlain Pl is anticipated to be reconstructed at an average 16' width.
 - Clocktower on Welch Ave is anticipated to remain during construction.
 - Stormwater Design: Review owner provided televising and determine storm sewer inlet and discharge locations. Develop routing and sizing for storm sewer and surface water drainage and storm water management practices. Prepare construction details.
 - It is assumed that existing pipes serving upstream areas will be capable of conveying only the 'full-flow capacity' into the project capacity.
 - The capacity of existing pipes carrying flows out of the project corridor will be evaluated based on 'full-flow capacity' and the estimated total of upstream and on-site flow rates. If downstream pipes appear to be inadequate to convey total design flows, MSA will consult with the City to determine steps moving forward.
 - Street Light Design: Removal of existing light pole footings and installation of new light pole footings in different locations along Welch Ave between Chamberlain St to Hunt St will be a part of the project. City of Ames Electric Department will provide foundation detail to be included in design.
 - All electric routing design, photometrics, and locations of bases will be by City of Ames Electric Department. Old poles will be salvaged to City of Ames Electric Department and new pole installation will be by City of Ames Electric Department.
 - Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
 - Traffic Control Design: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
 - Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
 - **Plan Preparation and Drafting**
 - Preliminary Plan Preparation (50%): Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
 - **Specifications**
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
- 5. Public Involvement**
- Public Information Meetings: Conduct two meetings, consisting of a brief presentation about the project, and a question/answer period.
 - MSA will attempt to contact businesses along the project limits by phone to discuss potential construction concerns.
 - Recording of one informational video to be hosted online and link provided to City for distribution, if requested by Owner.
 - MSA will provide exhibits for the meetings and will record meeting minutes and notes.
 - Meeting assumed to be held at City Hall or other location with the City of Ames.

6. Final Design, Check/Final Plans, Estimate

- **Plan Preparation and Drafting**
 - Check Design & Plan Preparation (90%): Prepare check plans based on preliminary plans, Owner feedback, and additional design development for submittal to City Staff.
 - Final Design & Plan Preparation (100%): Prepare final plans based on check plans, Owner feedback, and additional design development.
 - Temporary Easement Exhibit Preparation: Prepare temporary easement exhibits for use by City.
 - It is assumed no more than five (5) exhibits are necessary.
- **Specifications**
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
- **Bidding**
 - Bidding will be performed by the City of Ames. MSA will provide required documentation to City to perform bid & letting services.
 - Issue Addenda as appropriate to clarify, correct, or change the bidding documents
 - Prepare Tabulation of Bids
 - Assist Owner in evaluating bids and in assembling and awarding construction contracts.

7. Meetings

- Project kick-off: Attend one site walkthrough meeting with staff prior to starting work on the project after survey is performed.
- Preliminary Plan (50%) review: Attend one meeting with staff after preliminary plans are complete, prior to starting check plans.
- Check Plan (75%) review: Attend one meeting with staff after check plans are complete, prior to starting final plans.
- Pre-bid Meeting: Attend one meeting with contractors and City Staff prior to letting project.
- Pre-Construction Meeting: Prepare for and attend a Preconstruction Meeting
- Unless otherwise noted, all meetings will take place at City Hall.

DELIVERABLES

MSA will provide the following deliverables:

1. Topographic base map: two electronic files, one AutoCAD dwg format (points and line work only). and one PDF format.
2. Preliminary plans: two paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
3. Check plans: two paper copies, one PDF file of the check plans, and construction cost estimate for Owner review.
4. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
5. Temporary Easement Exhibits: One PDF file (per easement exhibit) containing easement area and dimensions of temporary easement.
6. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
7. Bidding Documents: one PDF file of the bidding documents, including project manual, plan sets and any addenda.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Assistance with acquisition/negotiation of real estate and/or temporary or permanent easements.
 - a. Temporary easement exhibits will be provided to City for use. Assumed up to five (5) temporary easements exhibits necessary.
2. Easement staking.
3. Survey mapping and monumentation.
 - a. Monument preservation or replacement will be added as a bid item for contractor.
4. Utility system modeling
5. Funding applications and administration
6. Additional meetings not specifically listed in the scope.
7. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
8. Permit assistance related to surface waters and wetlands.
9. Services related to permitting not included in scope of services.
10. Traffic signal modifications or design.
11. Variance requests (if required for permit applications included in the scope).
12. Updates to Owner's electronic Geographic Information System to reflect changes from project.
13. Construction Administration & Observation services except for those listed in the scope.
14. Any subsurface investigations that may be required.
15. Historical/Archeological clearances.
16. Geotechnical investigation study & report, and associated recommendations
17. Modifications to streetscape & parking meters.
18. Design of street lighting, footing/base, photometrics, electrical routing.
 - a. Street light footing/base detail to be provided by City for use in plans.
19. Modifications to building accesses for ADA compliance.
20. Basement Inspections.
21. Lead service line inspections.

**EXHIBIT 1 & 2:
SCOPE OF SERVICES & FEE SUMMARY**

OWNER'S RESPONSIBILITIES

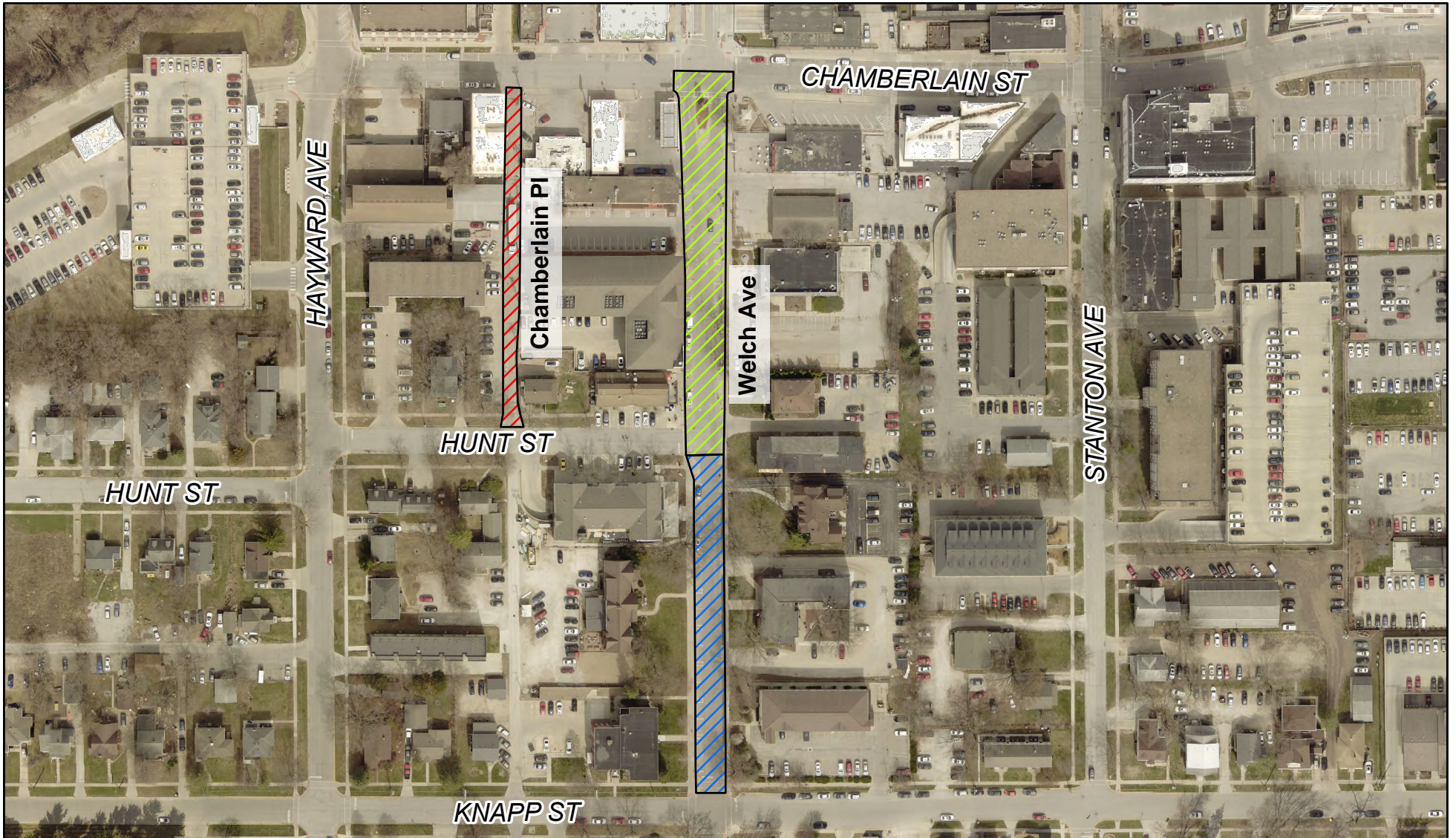
- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will provide MSA with televising of storm sewer system within project limits.
- Owner will provide MSA with GIS information of existing utilities within the project limits.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.
- Owner will pay MSA as follows:

EXHIBIT 2: FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above as follows. Payment for these services will be on a lump sum basis.

Project Management & Administration	\$14,570.00
Data Collection, Field Surveys	\$6,100.00
Utility Coordination & Permitting	\$4,980.00
Preliminary Road Design, Preliminary Plans, Estimate	\$28,510.00
Public Involvement	\$6,450.00
Final Design, Check/Final Plans, Estimate	\$34,990.00
Meetings	\$5,625.00
Total	\$101,225.00

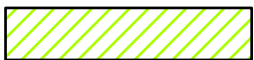
2023/24 Campustown Public Improvements



Pavement Improvements (Only)



Water Improvement (Only)



Pavement & Underground Improvements

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