

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF INTERMODAL FACILITY PROJECT/CONSTRUCTION MANAGEMENT AGREEMENT

BACKGROUND:

Upon completion of the TIGER grant agreement, the Federal Transit Administration (FTA) recommended that the Ames Transit Agency (CyRide) hire a project and construction manager to oversee the technical aspects of the design and construction of the facility. In light of this recommendation, Iowa State University has agreed to provide these services for the Intermodal Facility in a similar fashion to the services provided by the University during the construction of the Furman Aquatic Center.

The University's expertise in large construction projects within Ames will help ensure that the project is designed to meet both the City of Ames and Iowa State University needs, as well as the FTA requirements. These services were not competitively bid as the FTA made a determination that Iowa State University was a part of CyRide and therefore, waived the requirement to competitively bid these services.

The attached agreement includes specific work activities to be included in the project management phase of the project as well as in the construction management phase. This agreement will provide for technical oversight as well as assistance to CyRide in management of the Federal grant requirements. The cost for these services was originally estimated to be \$440,000 with this expense included in the project budget. After negotiations with Iowa State University, the attached agreement includes a fee for these professional services at a not-to-exceed amount of \$345,210 plus a reimbursable expense of \$5,500 for monitoring of the site pollution discharge permit. In total, the cost of the agreement reflects an \$89,290 decrease from the original budget amount.

The Transit Board of Trustees approved the project and construction management agreement at its February 17, 2011 meeting.

ALTERNATIVES:

1. Approve the Intermodal Facility project and construction management agreement with Iowa State University in an amount not-to-exceed \$345,210 plus reimbursable expenses of \$5,500.
2. Direct staff to renegotiate the Intermodal Facility project and construction management agreement based upon modifications recommended by the City Council.

3. Do not approve a project and construction management agreement with Iowa State University for the Intermodal Facility, and direct staff to identify other options.

MANAGER'S RECOMMENDED ACTION:

The FTA has recommended that CyRide provide for project and construction management oversight of the Intermodal Facility. With the availability of funding in the TIGER grant for this activity, and with Iowa State University's technical expertise in the design and construction of similar structures, it would be in the best interests of the community and FTA to enter into an agreement with Iowa State University for these professional services.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby entering into an agreement with Iowa State University for professional services to oversee the completion of the Intermodal Facility project.

INTERMODAL FACILITY PROJECT AND CONSTRUCTION MANAGEMENT AGREEMENT

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY AND THE AMES TRANSIT AGENCY

THIS AGREEMENT made this ____ day of _____, 2011, between the Ames Transit Agency, an administrative agency of the City of Ames, Iowa, hereinafter called "Owner", and Iowa State University of Science and Technology, hereinafter called "ISU".

WITNESSETH THAT:

WHEREAS, Owner is engaged in the operation, management, governance and control of a city transit system, and,

WHEREAS, Owner is funded pursuant to an Agreement for Joint Action in Support of Transit Services in the City of Ames among the City of Ames, Iowa State University, and the Government of the Student Body of Iowa State University dated July 1, 2006 ("Transit Services Agreement"); and,

WHEREAS, funding has been secured for the construction of an Intermodal Facility (Facility) as described in the Memorandum of Understanding entered into by City of Ames and the United States Government dated May 17, 2010 ("MOU") and funded in a grant agreement with the Federal Transit Administration (FTA), Project Number IA-78-0001-00 ("Grant"); and,

WHEREAS, ISU has entered into an agreement with the Owner to lease its land at the intersection of Chamberlain and Hayward to Owner as the site for the Facility, as described more fully in attached Attachment 1 ("Site"); and,

WHEREAS, in acknowledgement of the many benefits such a Facility will afford to Iowa State University, its students, staff, faculty, and programs, ISU desires to aid and assist with regard to the operations of said Facility for Owner; and,

WHEREAS, ISU has significant experience constructing large facility of a nature similar to the Intermodal Facility; and,

NOW, THEREFORE, Owner and ISU agree that, as between these parties, ISU will provide professional project and construction management services for the construction of Facility by providing the services specified in this Agreement in accordance with the provisions herein:

SECTION I

ISU agrees to assist Owner on the Ames Intermodal project by providing project and construction management services by managing the Design and Construction phases of the project. ISU will assist the Design Professionals, Users, City, and Owner in

preparing the design and construction documents. ISU will also observe the construction to determine in general the work is being performed in accordance with the requirements of the Contract Documents. ISU will also assist in compliance with DBE and Davis-Bacon Act requirements.

A. Design Phase Services:

1. During the Design phases of the project, ISU will provide the following services:
 - a. Work on Federal Grant application
 - b. Participate in Design Professional selection
 - c. Participate in defining program requirements
 - d. Monitor project budget with Design Professional
 - e. Attend design meetings with City, ISU, and Design Professional.
 - f. Attend city/neighborhood presentations
 - g. Review construction documents and advise on proposed site use, selection of materials, relative feasibility of construction methods, building systems and equipment, document coordination, and methods of project delivery.
 - h. Participate in the project pre-bid meeting
 - i. Participate in the pre-bid tours of project site
 - j. Attend bid opening
 - k. Participate in bid evaluation/recommendation of award
 - l. Attend presentations to Ames City Council
 - m. Review and recommend Design Professional Applications for Payment.

B. Construction Phase Services:

1. During the Construction Phase of the project, ISU will provide the following services:
 - a. Participate in the project pre-construction meeting
 - b. Review the site staging plan including the set up of project site: trailers, fence, temporary utilities, site access, etc.
 - c. Review contractor's initial construction schedule and provide comments to the Design Professional as required.
 - d. Review and act as required on project correspondence as required.
 - e. Provide assistance to the Design Professional upon request in reviewing Shop Drawings, Product Data and Samples.
 - f. Attend project construction meetings.
 - g. Make periodic visits to the project site to observe the quality and progress of the construction and determine in general that it is proceeding in accordance with the Contract Documents. ISU will notify the Owner, Design Professional and Contractors if work does not

- conform with the Contract Documents or requires special investigation by the Owner, Design Professional or Contractor.
- h. Upon request, observe tests required by the Contract Documents. Review testing invoices, if any, to be paid by the Owner.
 - i. Review Applications for Payment submitted by the Contractor with the Design Professional verifying that work billed has actually been performed and submit approved Payment Application for payment to the Owner.
 - j. Review contract disputes, coordination problems and other issues on site. Consider potential solutions, evaluate them, discuss them with the Design Professional and Owner and assist the Design Professional when applicable in resolving issues.
 - k. Maintain a daily log reporting on activities related to the project, project progress, and project issues.
 - l. Coordinate the preparation and completion of change requests including independent cost estimates, change orders, requests for information, and contractors' application for payment.
 - m. Interview construction workers and maintain data sheets as required for Davis-Bacon and post to centric
 - n. Collect and post to centric weekly Certified Contractors payrolls.
 - o. Monitor and participate in equipment start-up as required
 - p. Assist the Design Professional in final inspection of the work.
 - q. Assist the Design Professional in reviewing the documentation and record documents to be furnished to the Owner by the Contractor upon completion of the work.
 - r. Assist in the Investigation and resolution of post-construction issues
 - s. Keep a folder on Buy America compliance
 - t. Spot check quality assurance/quality control reports on material testing for compliance with contract
 - u. Spot check concrete batch tickets versus the invoicing
2. ISU will not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractors, since these are solely the Contractors' responsibility under the Contract for Construction.
 3. ISU will not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents but will endeavor to determine in general that the Contractor carries out its work in accordance with the terms and conditions of its contract. ISU will not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.
 4. This Agreement may be terminated by either party upon not less than seven days' prior written notice. ISU shall be paid as compensation in full for services performed to the date of that termination.

5. Owner agrees to indemnify, defend and hold the State of Iowa, the Board of Regents, ISU and its agents, officers, assistants and employees harmless from any expense, claim, liability, loss or damage either direct or indirect, whether incurred, made or suffered by Licensee or by third parties, in connection with or in any way arising out of the furnishing, performance or use ISU services provided in this Agreement.

SECTION II

A. Compensation:

1. For the services described, compensation is based on 5% (five percent) of the estimated construction budget of \$6,904,210 for a fee not-to-exceed \$345,210.
2. Reimbursable expenses are anticipated for Environmental Health and Safety (EH&S) to monitor site pollution discharge permit. The estimated cost for this service is to not exceed \$5,500.
3. ISU will submit an invoice to the City of Ames monthly for payment based on a percentage of the work completed and for reimbursable expenses monthly based on amount billed.
4. ISU will submit an updated construction manager's project checklist with each invoice as a basis for compensation.

Accepted by: _____
Mayor Ann Campbell
City of Ames

Date

Accepted by: _____
Warren R. Madden
Vice President for Business and Finance
Iowa State University

Date

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF INTERMODAL FACILITY CONSTRUCTION CONTRACT AND PERFORMANCE BOND TO WEITZ COMPANY OF DES MOINES FOR \$7,115,000

BACKGROUND:

The Ames Intermodal Facility, to be constructed on the southwest corner of Chamberlain and Hayward Streets, is a Federally funded project to increase transportation coordination in Ames and provide additional parking for the redevelopment of the Campustown area. Specifically, the project will construct:

- surface and structured parking
- bus terminal, including public restrooms and roadway
- bike path

At the February 22, 2011 Council meeting, the Intermodal Facility construction bid was awarded to Weitz Company from Des Moines, at a total construction cost of \$7,115,000. Since that meeting, staff has reviewed the contract and the performance bond has been received.

If approved by the City Council at the meeting, Weitz Company could begin construction of the facility by mid-March with anticipated completion by June 1, 2012.

ALTERNATIVES:

1. Award a contract to Weitz Company of Des Moines for construction of the Ames Intermodal Facility in the amount of \$7,115,000 (inclusive of sales tax).
2. Do not approve a contract for construction of the Intermodal Facility.

MANAGER'S RECOMMENDED ACTION:

The Weitz Company was determined to be the lowest "responsive and responsible" bidder meeting all local and Federal procurement guidelines, and has met all contracting and performance bond requirements. The Weitz bid was also lower than the available construction budget of \$7,204,210.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby awarding the construction contract for the Ames Intermodal Facility to the Weitz Company, Des Moines, Iowa, in the amount of \$7,115,000 (inclusive of sales tax).