

**CITY COUNCIL  
COMMUNICATION:**

**ITEM \_\_\_\_\_**

**OFFICE OF THE CITY MANAGER  
CITY OF DES MOINES, IOWA**

**99-060**

**SYNOPSIS -**

**AGENDA:**

FEBRUARY 15, 1999

**SUBJECT:**

INTERMODAL  
TRANSPORTATION  
FACILITY, CHANGE  
ORDER NO. 84

A change order in the amount of \$178,809 has been negotiated with Taylor Ball L.C. - Des Moines to resolve all outstanding issues on this project, and to establish April 1, 1999, as the opening date for the garage. The president of Taylor Ball L.C. - Des Moines is Richard Haas, 6000 Westown Parkway, Suite 200W, West Des Moines, Iowa, 50266. This change order is being submitted as the final change order on the project to resolve multiple issues necessary to complete this project (see roll call for listing of Change Requests). In addition, an extension of time is recommended to March 31, 1999.

**FISCAL IMPACT -**

**TYPE:**

**RESOLUTION  
ORDINANCE  
RECEIVE/FILE**

The project budget for the Intermodal Facility includes sufficient funds to pay \$153,070 toward this change order. The remaining amount, \$25,739, will be reimbursed by the prime design consultant for the project, Herbert Lewis Kruse Blunck (HLKB), and their structural and parking ramp subconsultant, Desman Associates. They have acknowledged that it is primarily the responsibility of Desman Associates to design and facilitate corrective measures to the stub columns at no cost to the City. See attached letters from HLKB and Desman Associates.

**SUBMITTED BY:**

FLOYD BENTZ, P.E.  
ACTING CITY  
ENGINEER

We project that the Intermodal Transportation Facility (including construction, buses, land, design, consulting fees, and administration) will be completed at an amount equal to or slightly less than the project budget of \$23,377,000.

**RECOMMENDATION -**

**Approval of Change Order No. 84 with Taylor Ball L.C., and granting an extension of time to March 31, 1999.**

## **BACKGROUND -**

A final change order in the amount of \$178,809 has been negotiated with Taylor Ball L.C. on the Intermodal Transportation Facility to resolve multiple issues that are necessary for completion of this multi-million dollar facility. The listing of Change Requests has been submitted by Taylor Ball, and lists the individual items for which they are requesting compensation. The background for each individual Change Request is on file. Of this amount, \$25,739 for repair/modification of the short columns where the cable guardrails terminate, will be reimbursed by the design team for the project, HLKB, and their structural and parking ramp subconsultant, Desman Associates. These columns need to be reinforced because there may be insufficient reinforcing steel to ensure that these columns will withstand the stress of tensioning the individual cables in the guardrail system.

The amount of \$68,430, has been negotiated with Taylor Ball L.C. for their extended overhead costs on this project since the project has gone three months beyond the anticipated completion date. Taylor Ball L.C. has requested that all of their project overhead from the original contract completion date until the end of March be paid since the extension of the project was beyond the contractor's control. Taylor Ball L.C. had requested \$136,860 as reimbursement for their direct onsite overhead due to this delay. Through negotiations with staff, Taylor Ball L.C. has agreed to request 50 percent of this cost (\$68,430) for reimbursement.

Several events have occurred on this project which delayed completion of the project, which were beyond the control of Taylor Ball L.C. The first of these events was the inability of the City to include the finishing of the interior of the daycare center by change order until nine months after award of the contract. This work had to be delayed until a daycare provider had been selected by the City. Another event which delayed this project was a general labor strike of nearly three weeks which was beyond the control of any of the parties involved. There were also delays in the course of the project caused by various utility companies either in removal of old facilities from the site initially and construction of new facilities on the perimeter of the site during the course of the project. These utility delays were also beyond the control of any of the parties involved in this contract. Because of the unique situation of

these delays on this project, staff recommends payment to Taylor Ball L.C. for these direct onsite overhead expenses.

The change orders for this project total \$916,595 (excluding the add alternate for finishing the daycare facility). Subtracting \$85,418 from the total, the amount reimbursed by the consultant, the final change orders amount to 5.4 percent of the original contract amount. Although a large sum, this can reasonably be expected on a project of this magnitude and complexity. The original project budget included a contingency amount for such changes. This project, therefore, can be completed within budget.

Attachments