CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: **May 18, 2015**

Resolution - Approving Professional Services Agreement
Public Services Facility Master Plan Study & Grading Plan
FEH Associates, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $118,142.00. The resident services portion of this Agreement is anticipated not to exceed $5,400.00.

Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from budgeted account no. 4128.75.820.6.7920 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

Approval of this action authorizes FEH Associates, Inc. to prepare a master plan, construction documents, and provide construction phase services for site master planning and rough grading of the future Public Services Facility (8800 block Grand Avenue).

The Engineering Services Department retains design consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, the City staff then negotiates a fee with the consultant for performing the desired scope of services. The City staff attempts, whenever feasible, to distribute 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:
- Resolution Approving Professional Services Agreement.

Lead Staff Member: **Duane Wittstock, P.E., L.S., City Engineer** DW

STAFF REVIEWS

Department Director	Duane Wittstock, City Engineer
Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 13, 2015		
Recommendation	Yes	No	Split

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Resolution Approving Professional Services Agreement

WHEREAS, funding is available for the following described public improvement:

Public Services Facility Master Plan Study & Grading Plan
Project No. 0510-019-2015

and,

WHEREAS, to complete said project Master Plan, Plans, Specifications, Form of Contract, and Estimate of Cost; and,

WHEREAS, the Engineering Services Department has recommended Master Plan, Plans, Specifications, Form of Contract, and Estimate of cost be prepared by FEH Associates, Inc. and,

WHEREAS, the Engineering Services Department has obtained a written proposal from FEH Associates, Inc. to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Engineer Services		**$ 118,142.00**
Resident Engineer Services		**$ 5,400.00**
	Total	**$ 123,542.00**

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that FEH Associates, Inc. is hereby directed to prepare Master Plan, Plans, Specifications, Form of Contract, and Estimate of Cost for the above named public improvement project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with FEH Associates, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED this **18th** day of **May, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 18th day of May, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and FEH ASSOCIATES INC, (Fed. I.D. # 42-0838764), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

   Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

      I. Basic Services of the Consultant $118,142.00
      II. Resident Services of the Consultant $5,400.00

   B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

   C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

   A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable

insurance certificates with the City, and shall also provide evidence of the following additional coverage.

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $1,000,000 general aggregate personal injury and/or death; and $1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: FEH Associates Inc.
Attn: Dennis Sharp, AIA
Address: 604 East Grand Avenue
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation

to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain

workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT	CITY OF WEST DES MOINES
BY:_____	BY:_____
Dennis Sharp. AIA, President	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Master Planning:

- Initial meeting: Meeting with the full design team and all potential stakeholders to discuss in general the goals and objectives for the project and potential opportunities.
- Existing Facilities and Equipment Review
- Preliminary Geotechnical Exploration
- Flood Plain: Review flood plain information to identify developable area, potential building locations and required building finish floor elevations.
- Final Platting: Complete the platting process for the parcel
- Site analysis: Review existing information for the site area and conduct an onsite review of the property, access points and surrounding land uses. The design team will identify:
    - Zoning requirements and buildable area on site
    - Consider building orientation for natural light and solar exposures
    - Proximity and connectivity to the Trails and Greenway on site.
    - Prepare a site analysis identifying critical items to be considered in the development of a Master Plan for the site.
- Workshops/Review Meeting: Conduct meetings with each of the stakeholders to gather pre-planning input to assist the architect in understanding each group's priorities and requirements.
- Site Planning Design Charrette: The design team will set up a studio on site in West Des Moines for a site planning design session. Several design options will be developed and refined based on stakeholder review and input. These design options explored, refined and developed working towards stakeholder consensus on the best solution for the new site.
- Design Refinement: Conceptual drawings will be updated based on final staff and stakeholder review
- Phasing Plan: Develop a Phasing Plan for the project that addressees priorities and funding availability.
- Architectural Character: The architect will identify appropriate material palates and precedent images for the future development of the site.
- Storm Water Management: Prepare a master storm water management plan for the project site
- City Development Approval Process: Submit PUD document for review and approval.
- Present Master Plan/PUD to the City Council review in a workshop format.
- Final Report: The architect will generate a final report documenting the planning process and resulting Master Plan for the West Des Moines Public Works site.

Grading Plan

- Prepare a grading plan for the entire site for initial grading including initial floor elevations, spot elevations for paving with one foot contours.
- Prepare a Storm Water Pollution Prevention Plan and Report.
- City Development Approval Process: Submit grading plan document for review and approval.

Resident Services for Site Grading

- Conduct a site review of the site grading to verify grading work is complete.
- Provide as-built topography survey of the site grading and storm sewer system once the Contractor has completed the grading work.
- Review the as-built grading survey in comparison with the proposed grading plan. Identify areas on the site which do not meet proposed grades within the specified tolerances. Provide information to Contractor for their final site adjustments.
- Provide approval and certification that the site grading meets the grading plan design and elevations.

ATTACHMENT 2

PROJECT SCHEDULE

The following schedule is developed as a guide for coordination of events surrounding the implementation of the Project. This schedule is to be used as a baseline to organize other parties and events where input is needed and will be updated on a monthly basis

May 18, 2015	Agreement approved
Start June 1, 2015	Initial meeting, Review existing facilities, Preliminary geotechnical work, Final plat
Start June 15, 2015	Workshop Review Meetings
Week of July 6, 2015	Site Planning Charrette
Start July 13, 2015	Design Refinement and Phasing Plans, PUD Plan, Grading Plan
October 5, 2015	Grading Starts on Site

FEH Associates Inc.
Architecture | Structural Engineering | Interiors

RATE SCHEDULE

POSITION	Billing Rates
Administrative	65.00
Cadd Technician	70.00
Senior Cadd Technician	75.00
Interior Designer1	75.00
Interior Designer2	120.00
Intern Architect | Designer1	75.00
Intern Architect | Designer2	80.00
Intern Architect | Designer3	85.00
Project Architect1	90.00
Project Architect2	100.00
Project Architect3	120.00
Structural Engineer1	110.00
Structural Engineer2	145.00
Project Manager1	120.00
Project Manager2	145.00
Senior Project Manager	145.00
Principal	155.00
Senior Principal	175.00

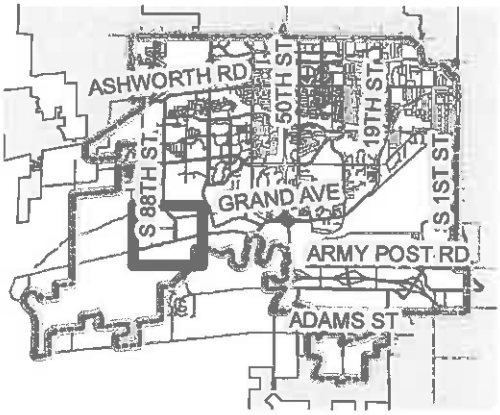
Reimbursable Expenses billed at Cost plus 10%

Mileage At IRS Rate

SNYDER & ASSOCIATES, INC.
2015-16
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal	$183.00	/hour
Principal	$172.00	/hour
Senior	$156.00	/hour
VIII	$144.00	/hour
VII	$137.00	/hour
VI	$132.00	/hour
V	$123.00	/hour
IV	$112.00	/hour
III	$104.00	/hour
II	$94.00	/hour
I	$81.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	$110.00	/hour
Senior	$106.00	/hour
VIII	$99.00	/hour
VII	$91.00	/hour
VI	$81.00	/hour
V	$73.00	/hour
IV	$67.00	/hour
III	$56.00	/hour
II	$47.00	/hour
I	$42.00	/hour
Administrative		
II	$56.00	/hour
I	$46.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

VICINITY MAP



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LEGEND

PROJECT LOCATION ———

THE CITY OF WEST DES MOINES

CITY OF WEST DES MOINES
ENGINEERING SERVICES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT: **PUBLIC SERVICES FACILITY MASTER PLAN**		
		Project No. 0510-019-2015
LOCATION: **EXHIBIT "A"**		
DRAWN BY: BJM	DATE: 5/14/2015	SHT. 1 OF 1