CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: September 4, 2018

ITEM: Motion – Approval of Professional Services Agreement – Raccoon River Park Boathouse, Design Development through Construction Documents

FINANCIAL IMPACT: Expense of $199,250.00 including reimbursable expenses to be paid from G/L account 500.000.000.5250.495. Funding will be covered out of available funds in the FY 18-19 CIP from the Five Waters Project, Raccoon River Park Boathouse Design (Project No. 0525 004.0510 024 2018).

BACKGROUND: The Council is asked to approve an agreement with OPN Architects for Design Services related to a new boathouse facility at Raccoon River Park. The project is part of the City's Five Waters Project.

Previous planning on this project looked at three locations in the park to determine site location, preparation of schematic design plans, and schematic level cost opinion for the boathouse facility. These services will include the design development through the preparation of final construction documents for the Boathouse building and associated site. This process will refine the schematic plans, materials, associated costs, and preparation of documents for bidding of the project. The scope of work will also include a topographic site survey, the site plan approval process, final cost estimate, and any permitting required for the project.

The agreement with OPN Architects is attached along with their proposal, scope of work, and schedule. OPN Architects did the original schematic design for the Boathouse, and was selected for this project due to their past experience on other City projects and experience in this type of work. The City retains professional consultants based on their past work experience, qualifications, and availability. City staff attempts to distribute professional services 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: That the City Council approve the agreement with OPN Architects

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

VICINITY MAP

LEGEND

Project Location

0 300 600 Feet

THE CITY OF WEST DES MOINES

PROJECT:

RACCOON RIVER PARK BOATHOUSE

LOCATION:

2500 GRAND AVENUE

DRAWN BY: MAA	DATE: 9/14/2017	PROJECT NO.: -	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 4th day of September, 2018, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and OPN Architects, Inc, (Fed. I.D. #_____), 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 for the Raccoon River Park Boathouse (Project #0510 095 2017), shall be as further described in Attachment A, Scope of Services.

2. SCHEDULE

   The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment A. 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, pursuant to the Schedule of Fees set forth in Attachment A.

      I. Design Services $199,250

   B. The Consultant shall invoice the City monthly for services, 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: OPN Architects
Attn: Rick Seely
Address: 100 Court Avenue, Suite 100
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:_____ Ryan T. Jacobson, City Clerk

ATTACHMENT A

SCOPE OF SERVICES

Outlined within Proposal/Agreement letter dated August 28th, 2018

PROJECT SCHEDULE

Begin design immediately
Preliminary Schedule listed in letter dated August 28th, 2018

SCHEDULE OF FEES

$199,250 Total Fee + Expenses

Further outlined within Proposal/Agreement letter dated August 28th, 2018

OPN ARCHITECTS

Cedar Rapids
200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines
100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City
24 ½ S. Clinton Street
Iowa City, Iowa 52240
(319) 363-6018

Madison
301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

August 28, 2018

Mr. Kevin Conn, ASLA
City of West Des Moines Parks & Recreation Department
4200 Mills Civic Parkway, PO Box 65320
West Des Moines, IA 50265

RE: Raccoon River Park Boathouse, West Des Moines

Kevin:

We appreciate the opportunity to continue design on a new boathouse facility at Raccoon River Park and offer a proposal for Design Development through Construction. Our previous Schematic Design effort on the project proved helpful in understanding the potential opportunities as well as challenges for this project, and we look forward to continuing work together with your team.

We propose the following team:

OPN Architects – Architecture

Confluence – Landscape Architecture

Resource Consulting Engineers – Mechanical, Electrical, and Plumbing Engineering

Raker Rhodes Engineering – Structural Engineering

Civil Design Advantage – Civil Engineering

DCI Group – Cost Estimation

Project Understanding:

- Site location has been determined.
  - During Schematic Design, the team studied and provided site analysis for (3) locations. Based on several strengths, a site located near the existing boat ramp and parking lot was selected.
- Schematic Design Services have been completed per our previous contract.
  - Building programming has been completed.
  - A site plan has been developed and preliminary site utilities have been examined. Confirm SD assumptions.

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- An SD cost opinion has been performed by DCI Group for the current design.
  - Confirm Cost estimate numbers and reassess scope and budget expectations with current design.
- This proposal will pertain to the completion of Design Development, Construction Documents, Bidding/Negotiation, and finally see the Boathouse project through the Construction Observation Phase.

Services Provided:

Pre-Design and Schematic Design Services have already been performed under previous contract.

Architectural Services:

- Design Development:
  - Refine design decisions, materials, and confirm project understanding.
  - Prepare DD documents.
  - Prepare and deliver Cost Estimation at 100% DD
  - Deliverables:
    - A 100% DD presentation will be given to the City Steering Committee.
    - A 100% DD drawing package will be provided as well as outline specifications.
- Construction Documentation:
  - Prepare CD documents and materials.
  - Coordinate documents with Confluence and other consultants.
  - Prepare milestone cost exercises at 65% CD and 95% CD.
  - City Site Plan review and approval.
  - Issue 100% Construction Documents for bid purposes.
  - Deliverables:
    - The team will deliver a 95% CD Owner Review Package. At this point our team will ask for any comments and questions and will go through all of these with a page turn. Comments will be incorporated into the Bid Set.
    - A full set of construction specifications will also be part of the contract documents for bid.
- Bidding/Negotiation:
  - Assess and confirm optimal bid period based on an end of June/July 1st construction start.
  - Assist with Bidding Procedures and Evaluation.
  - Respond to Bidder's questions and requests.

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Project Assumptions:

- $2,157,877 Schematic Design cost estimate for total construction cost provided early Spring 2018. The proposed construction budget for this project is $2,100,000.
- The Schematic Design for the building includes:
  - 2,450 total building sf, including 1,668 of vessel storage that is designed to be resilient to flooding on the lower level. A concessions / transaction area and restrooms are located on the upper level.
  - Site features include: Accessible boat launches, stone shore protection, removable dock, as well as a reconfiguration of the existing parking to create more stalls closer to the building.
  - The foundation and lower level will be cast in place concrete, while the upper level will consist of a combination of precast concrete panels, and additional steel structure for the canopy overhead.
  - The upper level will consist of concrete masonry as well accent materials of wood and metal panel.
- A site survey will be required and coordination with DNR may be required.
- (6-7) Design Meetings:
  - Kick-off to confirm SD findings and determine goals and expectations for the project.
  - Following the Kick-off, the team will reconvene to go through the DD presentation and drawing package to seek approval to proceed into CD phase.
  - A 50% CD meeting will be a mid/touch base point for the Steering Committee and Design Team. The goals for this meeting will be to ensure the team is on the right track prior to the heavy lifting documentation portion of this project. Any comments stemming from the 100% DD cost estimation will be discussed at this time and the team will seek approval to continue with 100% CD's.
  - 95% CD Owner Page Turn is a final opportunity to go discuss owner comments and questions and review the current drawing package.
  - Final CD presentation and drawing package deliverable and review of final cost opinion prior to bidding.
- Cost estimates at 100% DD, 65% CD, and 95% CD.
- Resident Services [Construction Administration] are not included within this proposal and is anticipated to be added as a later phase. It is noted in this proposal as an Optional Service. These services include: 1) Resident Services throughout the duration of construction and meeting on site or with contractors monthly. The proposed construction duration for this proposal is 9 months. 2) Preparation of Record Documents that will be completed by

OPN ARCHITECTS

the design team and turned over to the City of West Des Moines upon receipt of information from the Contractor.

- Once authorized, Resident Services [Construction Administration] will begin as soon as the bid is awarded and continue through punchlist and substantial completion. This will consist of submittal review, monthly meetings on site with the contractor, and punchlist. Anticipated construction start: June/July 1st, 2019. Anticipated Construction duration is 9 months with a completion of early Spring 2020.
- Limited telecommunications design is included within this proposal and is anticipated to support staffing and Point-of-Sale.
- No security design is included. If this is desired, the team can provide these services for an additional fee.
- Limited fire alarm design is included. No fire sprinklers are anticipated for this design.
- Approximately 450 sf of removable Dock design is included within this proposal.
- Parking lot reconfiguration and restriping design as indicated in the SD documents is included in the design and construction. Existing parking lighting will be maintained and is not included.
- Flood Plain Documents have been included. The property currently lies within floodplain. Floodplain mapping information and a letter of map will be submitted to FEMA in an effort to reduce the impact of the floodplain on the project site. An as-built topography survey will need to be completed on those areas that have been filled within the existing floodplain area to show that the buildable areas are higher than the 100-year flood elevations. This task assumes that the floodplain has been previously studied and elevations have already been established by FEMA. If an unstudied area exists, the team will have to prepare a full flood study. Preparation of a flood studies, if required, are not included. Estimate of services if required: $4,000.00
- Surface and underground detention and retention of storm water is assumed unnecessary based on the site. Site Storm water detention adjustments will be limited and will remain in the pond with no outlet or structure revisions. If needed additional services may be required.
- Existing city Storm Water Management Plan is to be updated by providing information, by letter, to the city on changes to quantities of impervious area and a summary of impact to the overall function and post-development release of the pond.
- If required, all soil borings, geotechnical services, abatement services for hazardous materials, traffic studies, structural testing, and material testing will be provided by others.
- FF&E services are not included but OPN can provide these services if desired.

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Proposal Summary:

Schedule: The OPN and consultant team is prepared to begin the design immediately. We anticipate 9 months of construction with completion in early Spring 2020.

Preliminary Schedule:

- SD completed early 2018
- DD starts Sept 4, 2018 – 6-7 weeks
- CD starts October 2019
- B/N starts April/May 2019 (depends on optimal bid timing and City Review)
- Approximate Construction Start is end of June/July 1st, 2019 through completion early Spring 2020.

Compensation: Professional fees to complete design and construction services as outlined for each scope of services of this proposal will be a stipulated sum as follows:

Primary Project Scope

Basic Services:

Architectural Services – OPN Architects	
Design Development thru Bid Phase	$ 94,500
Structural Engineering – Raker Rhodes Engineering	
Design Development thru Bid Phase	$ 8,250
MEP Engineering - Resource Consulting Engineers	
Design Development thru Bid Phase	$ 13,500
Subtotal	**$ 116,250**

Additional Services Requested:

Landscape Architectural – Confluence	$ 67,000
Civil Engineering Services included - CDA	
Topographic Site Survey - CDA	$ 4,000
Cost Estimation – DCI Group	$ 6,000
Subtotal	**$ 77,000**

Professional Fee	$193,250
Estimated Reimbursable Expenses	$ 6,000
Total Fee + Expenses	**$ 199,250**

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Optional Services:

Should more developed renderings or models be desired beyond what is provided above, we offer the following Additional Services for your consideration:

A. High-Resolution Promotional Graphics/Models:

Rendering/Graphics Services – OPN Architects

Per Additional High-Resolution Rendering	$ 1,000

Physical Model – OPN Architects

3D printing and laser cutting	$ 3,600 – 5,500

B. Construction Logistics and Sequencing

Due to the flexible bid schedule, our team can offer Construction sequencing and sequencing to maximize the budget and deliver the project during the optimal bid market. Our team will work closely with the construction market to support the design team documentation if applicable including: bid packages, competitive bid markets, as well as construction sequencing.

DCI Group	$ 1,000

C. Resident Services

Construction Administration services are required to ensure the project is constructed according to the requirements of the Construction Documents. These services include site observation of progress, monthly construction meetings, review of shop drawings, punchlist, and review for Substantial Completion. Services are included for up to 9 months of construction. Record Documents will be prepared upon receipt of As-Built set from Contractor(s).

Construction Administration

OPN Architects		$ 60,000
Raker Rhodes Engineering		$ 2,750
Resource Consulting Engineers		$ 4,500
Confluence / CDA		$ 8,000
Record Documents		$ 4,000
	Subtotal	**$ 79,250**
Estimated Reimbursable Expenses		$ 2,025
	Total	**$ 81,275**

OPN ARCHITECTS

D. LEED Certification and Coordination

LEED certification (level to be determined) is feasible on this project. The project location in the flood plain and less than 50 feet to a body of water preclude sustainable sites credits, however do not limit a pursuit of LEED. An energy model will be included with this optional service, which will illustrate energy compliance with many of the credits. The OPN and consultant team is well-versed in LEED projects and has completed several LEED certified projects to date. OPN also employs one of the best building sustainability experts in the country as a resource for this project.

OPN Architects	$ 30,000
RCE MEP	$ 2,500
RCE Energy Model	$ 2,000
Confluence	$ 6,000
Subtotal	**$ 40,500**

Some Additional LEED Certification expenses will be required. Below is an approximate estimation of these fees with USGBC:

Registration, Design, and Construction Review	$ 4,300
Commissioning	$ 2,200

E. Living Building Challenge

Living Building Challenge is an alternative to LEED and may also be feasible on this project given its size, program, and passive energy saving opportunities. Below is an estimate and potential costs vary based on full or partial participation. Should LBC be desired, further exploration of approximate fees will be completed.

Stipulated Sum	$ 29,400-$ 69,400

Some Additional LBC Certification expenses will be required. Below is an approximate estimation of these expenses:

Registration expenses and Review Costs	$ 2,150 - 5,500
Commissioning	$ 2,200 - $3,500

F. Net Zero

After brief study, OPN believes net-zero (or zero carbon) is feasible. The team will provide a gap analysis to determine potential costs and coordination to pursue further. Additional certification fees and commissioning may be required. OPN shall provide an addendum to this

OPN ARCHITECTS

proposal indicating findings and the professional fees associated with net-zero should this be of interest.

Professional Fee $ TBD

Reimbursable expenses are an estimate and include: authorized travel, courier services, express mail, plan review fees, reproduction of project documents during design, photography, out-of-house digital processing, and mileage. Bid Printing is not included.

OPN will invoice monthly based on a percentage of work completed-to-date. Payment is due to the Architect within (30) days from the date of invoice.

Contract will be City of West Des Moines - AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES [v.2018]

Again, we thank you as well as the City of West Des Moines Parks and Recreation Department for offering us the opportunity to present our proposal. The impacts of this project will undoubtedly better serve your staff and the community.

If you find you have any questions or desire additional information, please do not hesitate to call. Should you find our proposal acceptable, I would welcome the opportunity to schedule a start date and formalize our agreement.

We thank you for considering OPN Architects and I look forward to your response.

OPN ARCHITECTS, INC.

Rick Seely AIA

Principal

CC: Joe Wallace Project Architect